



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

July 6, 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 - Jon Reynolds, Artificial Reef presentation

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.** Near Shore Water Regulations Citizens Advisory Committee
B. Parks and Recreation Citizen's Advisory Committee
C. Historic Preservation Commission

VII. MAYOR / COUNCIL COMMUNICATIONS

- A.** Vice Mayor Mahoney - Discussion of Standardizing the Number of Members for Citizen Advisory Committees

VIII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A.** Update on Charitable Contribution Applications
B. Update on the Fills - Meeting with DEP
C. Comprehensive Plan Amendment - Market Rate, Affordable and Non-Residential BPAS - Additional Allocations

IX. 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. Meeting Minutes: May 16, 2023 Fills Workshop and May 18, 2023 Special Call Land Use Council Meeting -**TAB 1**
- B. Resolution Approving Change Order No. 1 to the Construction Agreement with CBT Related to the Green Turtle Hammock Preserve Handicap Access Project - **TAB 2** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND CBT CONSTRUCTION AND DEVELOPMENT, INC. RELATED TO THE GREEN TURTLE HAMMOCK PRESERVE HANDICAP ACCESS PROJECT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF CHANGE ORDER NO. 1; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE

- C. Southeast Florida Local and Tribal Government Climate Action Pledge - **TAB 3** (Peter Frezza, Environmental Resources Manager)

A PLEDGE OF THE SOUTHEAST FLORIDA LOCAL AND TRIBAL GOVERNMENTS ENDORSING THE SOUTHEAST FLORIDA CLIMATE ACTION PLEDGE; AGREEING TO JOINTLY ADVANCE STRATEGIC CLIMATE ADAPTATION AND MITIGATION PLANNING, PROGRAMS, POLICIES AND PROJECTS; AND ADVANCING THE IMPLEMENTATION OF THE REGIONAL CLIMATE ACTION PLAN AS APPROPRIATE FOR EACH GOVERNMENT

- D. Resolution Requesting that the Monroe County Land Authority Prioritize Purchase of Selected Properties within the Village for Habitat Protection and Conservation - **TAB 4** (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

- E. Approving & Ratifying FY 22-23 Purchases from Furgeson Waterworks for Wastewater Department - **TAB 5** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM FERGUSON WATERWORKS FROM THE BEGINNING OF FY 2022-2023 THROUGH JUNE 25, 2023; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2022-2023; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Resolution Approving Marcum Agreement for Wastewater Audit
- **TAB 6** (John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A PROPOSAL OF MARCUM LLP TO PERFORM AUDIT SERVICES OF A CERTAIN WASTEWATER AGREEMENT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR AUDIT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

X. RESOLUTIONS

- A. Resolution Approving Non-Renewal of Village Manager Contract
- **TAB 7** (John Quick, Interim Village Attorney)
- B. Resolution Approving an Agreement with Sea & Shoreline, LLC for Canal 116 Backfill Restoration Project - **TAB 8** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 22-16 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR TO COMPLETE THE CANAL 116 BACKFILL RESTORATION PROJECT; 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

- C. Resolution Approving Purchases from SHI International Corp. for FY 2022-2023 - **TAB 9** (Vince Tarves, Systems Engineer)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM SHI INTERNATIONAL CORP. FOR FY 2022-2023 THROUGH JUNE 25, 2023; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2022-2023; AUTHORIZING THE VILLAGE MANAGER TO EXPEND

BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

- D. Resolution Approving Work Authorization No. 5 with CPH for Professional Engineering Services for Certification of Founders Park Solar Streetlights - **TAB 10** (Maria Bagiotti, Founders Park Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 5 WITH CPH, LLC FOR ENGINEERING PROFESSIONAL SERVICES TO CERTIFY SOLAR LIGHT POLES IN FOUNDERS PARK; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 5 UNDER THE EXISTING AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO. 5; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution Approving Amendment No. 2 to the Agreement with Tetra Tech, Inc., for Debris Monitoring Services and Adding Financial Recovery Assistance Services - **TAB 11** (Terry Abel, Fire Chief)

RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., FOR DEBRIS MONITORING SERVICES AND ADDING FINANCIAL RECOVERY ASSISTANCE SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- F. Resolution Approving Amendment No. 3 to the Agreement with Ashbritt, Inc., for Debris Management Services - **TAB 12** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASHBRIIT, INC., FOR DEBRIS MANAGEMENT SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- G. Resolution to Adopt Second FY 2022-2023 Budget Amendment - **TAB 13** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S ADOPTED BUDGET FOR FISCAL YEAR 2022-2023; AND PROVIDING AN EFFECTIVE DATE

- H. Resolution Determining the Proposed Millage Rate for Fiscal Year 2023-2024, Establishing the Current Year Rolled-Back Rate, and the Date, Time, and Place for the First and Second Budget Hearings - **TAB 14** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2023-2024; ESTABLISHING THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET HEARINGS AS REQUIRED BY STATE LAW; DIRECTING THE FINANCE DIRECTOR AND VILLAGE MANAGER TO PROPERLY FILE THE CERTIFICATION OF TAXABLE VALUE VIA E-TRIM; DIRECTING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION TO THE MONROE COUNTY PROPERTY APPRAISER PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

- I. Resolution Approving Award of Contractual Services Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services Effective January 1, 2024 - **TAB 15** (Ted Yates, Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A CONTRACTUAL SERVICES AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACTUAL SERVICES AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTUAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

XI. ORDINANCES

- A. Amending Administrative Relief Under the Building Permit Allocation System (BPAS) - 1st Reading - **TAB 16** (John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING ARTICLE IV, "ADMINISTRATIVE PROCEDURES," OF CHAPTER 30, "LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE RELATING TO ADMINISTRATIVE RELIEF AVAILABLE TO APPLICANTS UNDER

THE BUILDING PERMIT ALLOCATION SYSTEM (BPAS); PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

- B. Moratorium on Building Permit Allocations (BPAS) - 1st Reading - TAB 17 (John Quick, Interim Village Attorney)**

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM, WITHIN THE VILLAGE, ON THE ACCEPTANCE OF MARKET RATE RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATIONS WITH OR WITHOUT LAND DEDICATIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PROCEDURES FOR VESTED RIGHTS AND JUDICIAL REVIEW; PROVIDING FOR A TERM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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.

XII. MOTIONS

- A. Motion to Approve Members of Auditor Selection Committee - TAB 18 (Maria Bassett, Finance Director)**

MOTION TO APPROVE THE APPOINTMENT OF AT LEAST TWO ADDITIONAL MEMBERS OF THE AUDITOR SELECTION COMMITTEE

- B. Motion to Accept Funds Appropriated by the 2023 Florida Legislature for Purchase of 2024 Freightliner Ambulance - TAB 19 (Maria Bassett, Finance Director)**

MOTION TO ACCEPT FUNDS IN THE AMOUNT OF \$190,000.00 APPROPRIATED BY THE 2023 FLORIDA LEGISLATURE FOR THE PURCHASE OF ONE (1) 2024 FREIGHTLINER AMBULANCE FOR THE FIRE RESCUE DEPARTMENT

XIII. 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 305-224-1968 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: July 6, 2023
SUBJECT: South Atlantic Fishing Environmentalists - Jon Reynolds, Artificial Reef presentation

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: July 6, 2023
SUBJECT: **Vice Mayor Mahoney - Discussion of Standardizing the Number of Members for Citizen Advisory Committees**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: July 6, 2023
SUBJECT: Update on Charitable Contribution Applications

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: July 6, 2023
SUBJECT: Update on the Fills - Meeting with DEP

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: July 6, 2023
SUBJECT: Comprehensive Plan Amendment - Market Rate, Affordable and Non-Residential BPAS - Additional Allocations

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: July 6, 2023
SUBJECT: **Meeting Minutes: May 16, 2023 Fills Workshop and May 18, 2023 Special Call Land Use Council Meeting -TAB 1**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:

1. 05162023_Fills Workshop Minutes
2. 05182023_Special Call Land Use Minutes



Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING FILLS WORKSHOP

May 16, 2023 - 6:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Pinder called meeting to order at 6:02 p.m.

II. PLEDGE OF ALLEGIANCE

Mr. Hernandez led the Pledge of Allegiance and Mayor Pinder said a short prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Mayor Joseph B. Pinder III announced Regular Village Council Meeting on May 25, 2023 had been canceled.

Mayor Pinder relinquished control of the meeting to Councilmember Henry Rosenthal who explained the format as an open meeting, with informal protocol and open dialogue. It was noted that the Fills is an area between Upper & Lower Matecumbe where fill was put in for the construction of the railroad in the early 20th century.

IV. WORKSHOP

A. Overview of Fills

1. Aerials
2. Discussion with FDOT

Village Manager Ted Yates referred to an aerial overview of Indian Key, Tea Table, and Lignumvitae. He noted CPH would work on final site plan to provide to FDOT.

Barry Wray provided public comment.

C. Survey Results - TAB 1

1. Presentation by Carlos G

CarlosG noted there were 1178 responses to the recent Fills survey.

Tom Raffanelo, Van Cadenhead, Alina Davis, Joan Scholz, Robert Moser, Claire Johnson, Sue Miller, Captain Aleo, Dave Petkovitch, Neil Voice, and Joe

Wischmeier voiced their opposition to improvements that encourage usage of the area for anything other than a roadway.

John Fernandez, Angel Borden, Rebeca & Brett Callahan, and Barbara Edgar spoke in favor of minimal improvements for short usage periods.

B. Agency Representatives

1. District Six Secretary Stacy Miller
2. DEP - Lu Dodson
Florida Keys Overseas Heritage Trail Park Manager
3. DEP - Nicholas Parr
Sanctuary Liaison and Aquatic Preserve Manager
4. Greg Veliz - FCAA Executive Director

FDOT District Six Secretary Stacy Miller summarized the lease provisions and noted signage and any barriers other than the current traffic cones need FDOT approval and must meet its criteria. It was noted that any improvements to the area required engineering plan approval to move forward.

Councilmember Henry Rosenthal asked how to proceed if the Village wanted to remove cones, Secretary Miller stated that would require a request to modify the Village's lease of the area.

Mayor Joseph B. Pinder III noted the Fills were part of the Florida Keys Overseas Heritage and SUN Trail systems.

Joe Wishmeir, Angel Borden, Ed Davidson, Van Cadenhead, Tom Raffanelo, Ziggy Schoz, and Dave Petkovitch provided public comment.

Councilmember Elizabeth Jolin asked for council consensus on the plan moving forward with key issues.

D. CPH Site Plans - **TAB 2**

Proposed changes were summarized as follows:

Tea Table: Remove most amenities, no pedestrian path, no kayak launch, and bike path plan to come later. Council consensus was to remove all parking.

Indian Key: Two existing monuments oceanside, remove north end parking spots. It was noted that DEP may want the boat ramp reestablished with limited trailer parking.

Lignumvitae: parking removed, turn lanes removed, no swimming signs. It was noted a large-scale MOA landscaping project with FDOT would include the area. Bike Path improvements could be grant-funded, and post/rope would be an ideal barrier.

V. **PUBLIC COMMENT - Allowed throughout workshop.**

VI. ADJOURNMENT

Vice Mayor Mahoney moved to adjourn the meeting at 8:19 p.m.



Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL LAND USE MEETING

May 18, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 5:30 p.m.

II. PLEDGE OF ALLEGIANCE

Brett Ekblom led the pledge and Mayor started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Council Member Elizabeth Jolin moved to remove the Quasi-judicial hearing in hopes of having a more in-depth conversation about the impending end of the BPAS program. The motion died for lack of a second.

Council Member Henry Rosenthal added discussions about the Fills and the Palms traffic concerns.

Vice Mayor Sharon Mahoney added discussions about committees, surveys, and the wastewater situation.

IV. 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.)

Van Cadenhead, Joe Wischmeier, Alina Davis, Richard Black, and Angel Borden provided public comment.

V. MAYOR / COUNCIL COMMUNICATIONS

A. Discussion regarding Transfer of Development Rights (TDRs) for residential dwelling units (Councilmember Gregg) - **TAB 10**

Council Member Mark Gregg noted that a Councilmember is permitted by our Code to propose an ordinance. He requested approval from the Council for him to work with the attorney and planning department to craft a Transfer of

Development Rights ordinance.

The majority of the Council preferred this ordinance to come from Planning as part of the overall code revision process.

- B. Discussion regarding Art in Public Places (Councilmember Gregg) -
TAB 11**

Council Member Mark Gregg proposed an art in public places process. Attorney John Quick noted Weiss Serota had created public art ordinances for other municipalities. He indicated he could bring a proposed ordinance for Council's consideration.

- C. Discussion regarding Achievable Housing Citizens' Advisory Committee
(Councilmember Gregg)**

Council Member Mark Gregg proposed changing the name of the Achievable Housing Committee, noting the most pressing issues were affordable and workforce housing, and proposed the updated name as Workforce and Affordable Housing. The Council was amenable to the request and Attorney John Quick noted he would craft a resolution for consideration at a future meeting.

- D. ADDED AT THE DAIS DURING AGENDA ADDITIONS AND
DELETIONS - Council Member Rosenthal added Discussion on the
Fills**

Council Member Rosenthal thanked those who attended the recent Fills workshop.

- E. ADDED AT THE DAIS DURING AGENDA ADDITIONS AND
DELETIONS - Council Member Rosenthal added Discussion on Traffic
Concerns at the Palms**

Council Member Henry Rosenthal asked Village Manager Ted Yates to report on the traffic concerns expressed by residents and guests of the Palms. Mr. Yates noted he spoke to representatives of FDOT's Right of Way Division and the manager of Lazy Days Restaurant. He spoke with the Traffic Services Program Engineer and provided him with a copy of the site plan. He reported that he was waiting for a response from FDOT.

- F. ADDED AT THE DAIS DURING AGENDA ADDITIONS AND
DELETIONS - Vice Mayor Sharon Mahoney added Discussion about
Committees**

Vice Mayor Sharon Mahoney encouraged residents to apply for Citizens Advisory Committees and reminded them current committee members would also need to reapply if they were interested in continuing to serve on their committee.

- G. ADDED AT THE DAIS DURING AGENDA ADDITIONS AND
DELETIONS - Vice Mayor Sharon Mahoney added Discussion about
surveys**

Mayor Sharon Mahoney reported that she was pleased with the level of participation on the recent Fills survey. She asked Council if they were amenable

to entering into a one year contract with Islamorada Social creator Carlos G.to create more community surveys.

Attorney John Quick noted that if the proposed contract was within the administrative budget amount that Village Manager Ted Yates could enter into the contract on the Village's behalf, otherwise it would have to come to Council for approval. Mr. Yates indicated he would talk to Carlos to determine the scope of the project and create an agreement.

H. ADDED AT THE DAIS DURING AGENDA ADDITIONS AND DELETIONS - Vice Mayor Sharon Mahoney added Discussion about recent wastewater expenses.

Vice Mayor Sharon Mahoney expressed interest in having an external audit done on the Village's wastewater repair processes. She cited large wastewater repair and replacement expenditures in the past couple of years.

Village Manager Ted Yates indicated he had begun researching external sources and noted that there were two components to be audited - financial and physical work completed. Vice Mayor Mahoney asked Mr. Yates if he would step back and allow the audit process to be led by our attorney. Mr. Yates noted he had collected physical copies of the invoice records but was happy to turn over the process to Attorney John Quick. Mr. Quick indicated that other Wiess Serota staff had worked with Marcum Auditing Services in the past and he could reach out Marcum representatives,

Mayor Joseph B. Pinder III opened public comment at Council Member Henry Rosenthal's request.

Sue Miller, Van Cadehead, and Angel Borden provided public comment.

Council Member Henry Rosenthal made a motion to put the external wastewater audit out to bid. Council Member Elizabeth Jolin seconded for discussion purposes. Concern was raised by Council as to the extended time frame that going out to bid would add to the timeliness of the audit work to be performed.

ACTION:	Motion to send the external wastewater audit out to RFP item V.H. by Henry Rosenthal second by Elizabeth Jolin; Motion failed with a 1:4
AYES:	Henry Rosenthal
NAYS:	Mark Gregg, Elizabeth Jolin, Sharon Mahoney, Joseph B. Pinder III
ABSTAIN:	None

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

A. Policy Discussion on use of Moratoriums

Attorney John Quick noted the potential use of moratoria is an overall policy

decision that needs to be approved by the Council. Implementing a moratorium gives a program an opportunity to pause while staff brings options forward. An ordinance with two readings by the Council and consideration by the LPA would be required to move forward with a moratorium. He indicated that the Village had used moratoria in the past.

There was also an option the Council could consider called Zoning in Progress in which the department is still accepting applications but they are not being considered or heard until a moratorium is called. It was noted that a Zoning in Progress action was able to be implemented through a resolution rather than the more time consuming ordinance process.

Director of Development Services Daniel J. Gulizio noted the Planning Department had been considering the impacts of various moratoria options including new BPAS applications, lot dedications, TDRs, and Administrative Relief. He further noted the department would be happy to engage public input and host workshops.

Mayor Pinder opened public comment at 7:19 pm

Don Horton, Ty Harris, Joe Wischmeier, Deb Gillis, and Angel Borden shared their thoughts.

VII. QUASI-JUDICIAL

Mayor Joseph B. Pinder III recessed the meeting for a short break at 9:02 pm.

- A.** Major Conditional Use Permit - Morada Cove - **TAB 9** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF MORADA COVE PARTNERS LLC FOR MAJOR CONDITIONAL USE APPROVAL FOR THE REDEVELOPMENT AND EXPANSION OF EXISTING BAR, RESTAURANT, HOTEL AND MARINA FOR PROPERTY LOCATED AT 85500 OVERSEAS HIGHWAY ON WINDLEY KEY WITHIN THE TOURIST COMMERCIAL (TC) ZONING DISTRICT, WITH REAL ESTATE NUMBER 00093830-000000 AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING AN EFFECTIVE DATE.

Ex-parte communications were disclosed:

Council Member Mark Gregg had spoken to Ty Harris, Brett Ekblom, Cheryl Culbertson, members of the Village staff, had received a letter from Loretta Lawrence, and was shown a video of a helicopter landing on the property.

Vice Mayor Sharon Mahoney had also seen the helicopter video, and spoke to Ty Harris, Brett Ekblom, Cheryl Culbertson, Kimberly and Village staff.

Council Member Henry Rosenthal spoke to the applicant.

Council Member Elizabeth Jolin received emails from Sue Miller, Cheryl Culberson, and Loretta Lawrence.

Mayor Joseph B. Pinder III noted he had spoken to Dave, Don, Ty Harris, Brett Ekblom, received an email from Loretta, and had reminiscences with other community members.

Planning Director Jennifer DeBoisbriand introduced noting the property was currently a hotel, marina, and bar. They received a minor conditional use last year for restaurant approval. However, wanting a larger restaurant triggered the major conditional use requirement. She noted the department recommends the request be approved with the thirteen conditions listed in the council communication.

Ty Harris, representing the applicant, reiterated that a major conditional use was only now required because of the increased size of the restaurant due to outdoor square footage being included in the full footage.

Concerns were raised about loud music, light pollution, helicopter landings, and vehicular traffic and parking issues.

Village Attorney John Quick noted that testimony can only be in person for quasi-judicial hearings. No Zoom testimony was taken.

Van Cadenhead and Don Horton spoke in support of the project.

Sue Miller spoke in opposition.

ACTION:	Motion to approve item VII. by Mark Gregg second by Joseph B. Pinder III; Motion passed with a 4:1
AYES:	Mark Gregg, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	Elizabeth Jolin
ABSTAIN:	None

VIII. ORDINANCES

Meeting reconvened at 9:25 p.m.

A. Chapter 30, Article VI, Division 11 - Alcoholic Beverage Use Permits - TAB 1

Mayor Joseph B. Pinder III opened public comment.

Speakers included Van Cadenhead, Joe Wischmeier, Sue Miller, Robert Moser, and Angel Borden.

There being no one else wishing to speak, Mayor Pinder closed public comment at 9:51 p.m.

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

B. Chapter 30, Article II - Definition of Lot Area - TAB 2

Mayor Joseph B. Pinder III opened public comment.

Speakers included Ty Harris, Sue Miller, and Van Cadenhead.

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

Council Member Mark Gregg made a motion to extend the meeting until 10:30 p.m.

ACTION: Motion to approve item VIII.B. by Elizabeth Jolin second by Henry Rosenthal;
Motion failed with a 2:3

AYES: Elizabeth Jolin, Henry Rosenthal
NAYS: Mark Gregg, Sharon Mahoney, Joseph B. Pinder III
ABSTAIN: None

C. Lot Area Variance Code Amendment - TAB 3

Mayor Joseph B. Pinder III opened public comment.

Speakers included Sue Miller and Van Cadenhead.

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

ACTION: Motion to approve item VIII.C. by Mark Gregg second by Sharon Mahoney;
Motion passed with a 4:1

AYES: Mark Gregg, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS: Elizabeth Jolin
ABSTAIN: None

D. Amendment of Multifamily (MF) Zoning District to Include Single-Family Residences as a Permitted Use - TAB 4

Mayor Joseph B. Pinder III opened public comment.

Speakers included Ty Harris and Sue Miller.

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

ACTION: Motion to approve item VIII.D. by Mark Gregg second by Elizabeth Jolin;

Motion passed with a 4:1
AYES: Mark Gregg, Elizabeth Jolin, Sharon Mahoney, Joseph B. Pinder III
NAYS: Henry Rosenthal
ABSTAIN: None

- E.** Amendment of Village Code to Modify Chapter 30 (Land Development Regulations) Division 9 related to Outdoor Seating Areas - **TAB 5**

Council Member Mark Gregg moved to extend the meeting until 11 pm.

Mayor Joseph B. Pinder III opened public comment.

Speakers included Deb Gillis, Sue Miller, and Mike Wolverston.

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

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

- F.** Amendment to Tourist Commercial (TC) District to Incorporate Boat Dealerships as a Major Conditional Use - **TAB 6**

Mayor Joseph B. Pinder III opened public comment.

Robert Moser provided public comment.

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

ACTION: Motion to approve item VIII.F. by Mark Gregg second by Henry Rosenthal;
Motion passed with a 4:1
AYES: Mark Gregg, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS: Elizabeth Jolin
ABSTAIN: None

- G.** Amendment of the Village Code to Standardize Notice Provisions for the Development Review Process - **TAB 7**

Mayor Joseph B. Pinder III opened public comment.

Deb Gillis provided public comment.

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

ACTION: Motion to approve item VIII.G. by Elizabeth Jolin second by Sharon Mahoney;

Motion passed with a 4:1

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

NAYS: Mark Gregg

ABSTAIN: None

IX. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 10:50 pm.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: July 6, 2023
SUBJECT: **Resolution Approving Change Order No. 1 to the Construction Agreement with CBT Related to the Green Turtle Hammock Preserve Handicap Access Project - TAB 2**

Background:

On November 15, 2022, Islamorada, Village of Islands (the "Village"), entered into an Agreement for the construction of a handicap parking space and access ramps at the Village's Green Turtle Hammock Nature Preserve buildings as authorized by the Village Council's adoption of Resolution 22-10-109.

Article 9 "Changes to Scope of Work and Additional Work" of the Agreement allows for changes, modifications and additions to the construction work. Section 9.1 provides:
"9.1 The Village may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement described in Article 2 of this Agreement. Such changes or additional services 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..."

In May 2023, the Contractor, CBT Construction and Development Inc. ("CBT") presented Village staff with Change Order #1 for additional work to the handicap access ramps.

Analysis:

The Scope of Work for Change Order #1 includes construction of new stairs and connection of new stairs to the new ramp and landing. The condition of the existing stairs and landing were not taken into consideration during the drawing of the plans for the new ramp. The task of construction of new stairs and connection to new ramp was therefore not included within the original project scope and not included as part of the bid package for RFP 22-09. The project could not be completed to code standards utilizing the existing infrastructure and according to the plans that were provided to CBT. Therefore, the Village and CBT have agreed to execute this change order to complete the job in acceptance of the building code and the Americans with Disabilities Act.

Budget Impact:

The changes to the Construction Agreement proposed in Change Order No. 1 would result in an increase of \$3,000.00. The Construction Agreement has a not to exceed cost of

\$47,771.11. If Change Order #1 is approved, the total cost of the Project would increase by \$3,000.00 for a total cost of \$50,771.11. The approved Fiscal Year 2022-2023 Capital Project Fund Budget includes \$325,000.00 for planned improvements at the Green Turtle Hammock Preserve, including this accessibility project. As of June 20, 2023, the Village has paid CBT Construction \$23,885.56 for the ramp replacement project. The revenue source for this project is Parks and Recreation Impact Fees.

Staff Impact:

Village Staff would coordinate all activities under Change Order No. 1.

Recommendation:

It is recommended that the Village Council, by motion and vote, approve the attached resolution approving Change Order No. 1 to the Agreement with CBT.

- Attachments:**
1. Ex#A_CBT Change Order
 2. Resolution_CBT change order #1

EXHIBIT "A"

CHANGE ORDER NO. 1

VILLAGE/OWNER: Islamorada, Village of Islands

COMPANY: CBT Construction and Development, Inc.

PROJECT: Green Turtle Hammock Handicap Access

DATE: May 31, 2023

This Change Order will authorize the following changes to the Agreement:

The construction work as set forth in the Agreement is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof for all purposes.

This Change Order constitutes full, final, and complete compensation to the Company for all costs, expenses, overhead, and profit that the Company may incur in connection with the above referenced changes to the Agreement, and any other effect on any of the work under the Agreement. The Company acknowledges and agrees that the Agreement Price as reflected in the Agreement will be changed by this Change Order and the Project Schedule and Contract Time for completion of the Green Turtle Hammock Handicap Access Project will be unchanged by this Change Order. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any changes in the construction work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

[Signatures Follow on the Next Page]

Change Order No. 1

Page 2 of 2

VILLAGE/OWNER

ISLAMORADA, VILLAGE OF ISLANDS

By: _____

Name: _____

Title: _____

Date Executed: _____

ATTEST:

Village Clerk

Approved as to form and legal sufficiency for
the use and benefit of Islamorada, Village of
Islands:

Village Attorney

COMPANY:

CBT CONSTRUCTION AND
DEVELOPMENT INC.

By: _____

Name: _____

Title: _____

Date Executed: _____

CHANGE ORDER #1

ITEM	QUANTITY	AMOUNT	COST/CHANGE TO CONSTRUCTION CONTRACT
ADDED TO SCOPE DEMOLITION OF EXISTING STAIRS AND CONSTRUCTION OF NEW STAIRS AND LANDING AND CONNECTION TO NEW HANDICAP RAMP INTO THE CLASSROOM BUILDING.	1	\$3,000.00	\$3,000.00
TOTAL NET CHANGE			\$3,000.00

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND CBT CONSTRUCTION AND DEVELOPMENT, INC., RELATED TO THE GREEN TURTLE HAMMOCK PRESERVE HANDICAP ACCESS PROJECT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF CHANGE ORDER NO. 1; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 15, 2022, Islamorada, Village of Islands (the "Village"), entered into an Agreement with CBT Construction and Development Inc. (the "Contractor") to construct a handicap parking space and access ramps at the Village's Green Turtle Hammock Nature Preserve buildings; and

WHEREAS, Article 9 "Change to Scope of Work and Additional Work" of the Agreement provides for changes, modifications, and additions to the Agreement; and

WHEREAS, in May 2023, the Contractor presented Village staff with Change Order #1 for necessary additional work to complete the handicap access ramps; and

WHEREAS, Change Order No. 1 provides for changes to Scope of Services to reflect the additional work and to adjust the Agreement cost; and

WHEREAS, the Village Council finds that approval of Change Order No. 1 to the Agreement between the Village and the Contractor 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 Change Order. The Village Council of Islamorada, Village of Islands, hereby approves Change Order No. 1 between the Village and the Contractor, a copy of which is attached hereto 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.

Section 3. Authorization of Village Officials. The Village Manager or his designee and the Village Attorney are authorized to take all necessary and expedient action to implement the terms and conditions of Change Order No. 1.

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 Change Order No. 1.

Section 5. Execution of Change Order. The Village Manager is authorized to execute Change Order No. 1 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Change Order No. 1 and to authorize any further acts necessary to implement the terms thereof, 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 _____

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: July 6, 2023
SUBJECT: **Southeast Florida Local and Tribal Government Climate Action Pledge - TAB 3**

Background:

In 2010, Broward, Miami-Dade, Monroe and Palm Beach Counties established the Southeast Florida Regional Climate Change Compact (the "Compact"), one of the nation's earliest leaders to conceive of and formalize a collaborative regional approach to address climate change. In 2012, the Compact codified its vision in its first Regional Climate Action Plan ("RCAP"). In 2022, the Compact undertook the third iteration of the RCAP, through the guidance and expertise of more than 150 subject matter experts. The RCAP 3.0 continues to serve as a comprehensive, ambitious, and voluntary framework that aligns and guides the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable and more resilient region.

The Climate Action Pledge was first developed in 2012 after the release of the first RCAP document, in recognition of the significant climate leadership demonstrated by local and tribal governments and the central role that municipal and tribal government partners play in advancing toward a more resilient region. More than a third of local and tribal governments joined the four counties in adopting the 2012 Pledge.

Analysis:

A decade later, the Compact has updated the Climate Action Pledge to align with the RCAP 3.0 update and to reaffirm a shared commitment to a regionally collaborative approach to achieving climate adaptation and mitigation objectives. The Compact has invited Islamorada's participation and affirmation of commitment to jointly advancing strategic climate adaptation and mitigation efforts and advancing the implementation of the Regional Climate Action Plan through adopting the Southeast Florida Climate Action Pledge. The Compact hopes that Islamorada will once again join them and signal our leadership through adoption of the Pledge.

Budget Impact:

There is no impact to the budget through adoption of this pledge.

Staff Impact:

Village Staff would collaborate with Compact partners to advance strategic climate adaptation and mitigation efforts and advance the implementation of the Regional Climate Action Plan.

Recommendation:

It is recommended that the Village Council, by motion and vote, adopt the attached pledge.

Attachments: 1. SEFL Climate Action Pledge

SOUTHEAST FLORIDA LOCAL AND TRIBAL GOVERNMENT CLIMATE ACTION PLEDGE

A PLEDGE OF THE SOUTHEAST FLORIDA LOCAL AND TRIBAL GOVERNMENTS ENDORSING THE SOUTHEAST FLORIDA CLIMATE ACTION PLEDGE; AGREEING TO JOINTLY ADVANCE STRATEGIC CLIMATE ADAPTATION AND MITIGATION PLANNING, PROGRAMS, POLICIES AND PROJECTS; AND ADVANCING THE IMPLEMENTATION OF THE REGIONAL CLIMATE ACTION PLAN AS APPROPRIATE FOR EACH GOVERNMENT.

WHEREAS, Southeast Florida is considered one of the most vulnerable areas of the country to the consequences of global climate change, with impacts including sea level rise, elevated groundwater levels, rainfall intensification, extreme heat, and ocean acidification presenting extreme risk to Southeast Florida's communities, economy, and natural systems; and

WHEREAS, in recognition of the need for immediate, coordinated and visionary action to address the impacts of a changing climate and provide for economic and environmental resilience in Southeast Florida, in 2010 the counties of Broward, Miami-Dade, Monroe, and Palm Beach (Compact Partners) entered into the Southeast Florida Regional Climate Change Compact (Compact); and

WHEREAS, the Compact has been an international model for regional collaboration on climate action, with development of key tools, resources, and a Regional Climate Action Plan to expedite and harmonize efforts in support of 111 local and tribal governments across the four-county region; and

WHEREAS, to continue these efforts, the third iteration of the Regional Climate Action Plan (RCAP 3.0) was undertaken in 2022, through a collaborative process involving more than 150 subject matter experts representing public and private sectors, academic institutions, and not-for-profit organizations; and

WHEREAS, the RCAP 3.0 is voluntary framework designed to align, guide, and support the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable, and more resilient region; and

WHEREAS, local and tribal governments have individually demonstrated significant climate leadership, and the RCAP supports the alignment of these individual local efforts with the regional framework and vision; and

WHEREAS, the RCAP does not provide a mandate, but rather serves as a voluntary guidance document that local and tribal governments can adopt and utilize in a manner that reflects their unique context, priorities, and vision for the future of their community; and

WHEREAS, our response to the climate crisis represents an opportunity to build more resilient, livable, equitable communities; bolster regional economic security and advance vibrant, low-carbon innovation economies; and deliver resilient infrastructure that meets community needs now and into the future; and

WHEREAS, there is power in the collective action of counties, municipalities, and tribal governments in jointly developing, advancing, and advocating for mutually beneficial regional, state, and national climate and energy strategies, policies, regulations, and agreements that are consequential to Southeast Florida's shared resilience and prosperity; and

WHEREAS, all local and tribal governments throughout Broward, Miami-Dade, Monroe, and Palm Beach counties are invited to sign on to the Southeast Florida Climate Action Pledge.

NOW, THEREFORE, BE IT PLEDGED THAT

Section 1. Islamorada, Village of Islands, pledges to jointly advance strategic climate adaptation and mitigation planning, programs, policies, and projects.

Section 2. Islamorada, Village of Islands, pledges to support the implementation of the RCAP 3.0 through integrating its recommendations and strategies into existing and future relevant planning, program, policy, and project development as appropriate.

Section 3. Islamorada, Village of Islands, pledges to utilize and integrate tools and resources developed by the Compact, as appropriate, in climate action planning and implementation, including application of the Regionally Unified Sea Level Rise Projection, participation in the Compact Climate Assessment Tool (C-CAT), and engagement in Compact events including RCAP Implementation Workshops and attendance at the Annual Climate Leadership Summit.

EFFECTIVE DATE.

This Pledge shall become effective 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



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: July 6, 2023
SUBJECT: **Resolution Requesting that the Monroe County Land Authority Prioritize Purchase of Selected Properties within the Village for Habitat Protection and Conservation - TAB 4**

Background:

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. Through adoption of Resolution No. 23-02-11 in February 2023, the Village Council of Islamorada (the "Village Council") authorized a list of vacant parcels to be transmitted to the Monroe County Land Authority (the "Authority") for acquisition for the purposes of habitat protection and conservation. This list, which was transmitted to the Authority, contained thirty-eight vacant parcels within Village boundaries. After transmittal, it was realized by Village staff that additional vacant parcels within the Village could be eligible for acquisition through the Authority. The attached Resolution updates that list to include twenty-three additional vacant, privately owned properties deemed desirable for acquisition.

A mission of 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"). 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 update and adopt a Resolution outlining the property they are seeking the Authority to purchase. Sixty-one 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. The parcels suggested for purchase contain both upland and wetland habitat and total approximately 161 acres, with a range in size from 0.1 to 67 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. Resolution_Land Acq_MCLA_070623
2. Exhibit A_updated list

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 61 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 161 acres with a range in size from approximately one tenth of an acre to as large as 67.88 acres, and with the median parcel size being 0.59 acres; and

WHEREAS, the parcels suggested for purchase contain the following habitats listed from greatest to least abundance: 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 \$9,339,775 with a minimum value of \$30, a maximum taxable value of \$1,593,396, and an average taxable value of \$153,111; 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

Exhibit A

Parcel ID	NAME	ACRES	Sq. Ft.	Total 2022 Assessed Value	FLUM/ Zoning	BPAS Dev. Rights	Habitat	kwep	KEY
00418770-000600	Rieben Cathy 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	Buttonwood		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 sf nres	Hammock		Upper Matecumbe
00093800-000000	SCOZAK REALTY INC	6.10	265,716	1,593,396	RL/RE	3.1	Hammock		Windlev 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	Windlev Key Properties Inc.	0.99	43,124	99	RC/NR	0.25	Mangrove		Windlev Key
00093900-000200	Windlev Key Properties Inc.	2.13	92,782	9,393	RC/NR	0.25	Hammock		Windlev 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	Hopman Andreas	0.14	6,098	26,572	MU/HC	6,098 sf nres	Hammock		Plantation Key
00404280-000000	AV Investors LLC	0.91	39,636	38,810	RC/NR	0.25	Hammock		Upper Matecumbe
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	Kay 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
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		Windlev Key

Parcel ID	NAME	ACRES	Sq. Ft.	Total 2022 Assessed Value	FLUM/ Zoning	BPAS Dev. Rights	Habitat	kwep	KEY
00092570-000000	PERRINE ALDEN JOY AND JOY W V TRS	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
00410503-000100	GLYNN R JAY	0.25	10,890	100	C/C	0	Hammock		Plantation Key
00410503-000200	GLYNN R JAY	0.19	8,276	100	C/C	0	Hammock		Plantation Key
00410503-000300	GLYNN R JAY	0.15	6,534	100	C/C	0	Hammock/wetland		Plantation Key
00410503-000400	GLYNN R JAY	0.15	6,534	50	C/C	0	Hammock/wetland		Plantation Key
00410503-002500	GLYNN R JAY	0.18	7,841	100	C/C	0	Hammock		Plantation Key
00410503-002600	GLYNN R JAY	0.15	6,534	100	C/C	0	Hammock		Plantation Key
00410503-002700	GLYNN R JAY	0.15	6,534	50	C/C	0	Hammock/wetland		Plantation Key
00410503-002800	GLYNN R JAY	0.15	6,534	50	C/C	0	Hammock/wetland		Plantation Key
00410503-006700	GLYNN R JAY	0.22	9,583	100	C/C	0	Hammock/wetland		Plantation Key
00410503-014600	GLYNN R JAY	4.37	190,357	24,722	C/C	0	Hammock/wetland		Plantation Key
00097690-000000	LEGACY LAGOON LLC	3.49	152,024	349	C/C	0	Mangrove/submerged		Lower Matecumbe
00097680-000000	LEGACY LAGOON LLC	67.88	2,956,853	10,848	C/C	0	Mangrove/buttonwood		Lower Matecumbe
00093350-000000	LURAL INVESTMENT N V	4.55	198,198	455	na	0	Submerged		Plantation Key
00402210-000000	CAUSEY CHARLES W	0.41	17,850	26,681	RM/R1	1	Hammock		Upper Matecumbe
00096840-000100	CHOATE ARTHUR B TRUSTEE	0.41	17,860	30	C/C	0	Hammock		Upper Matecumbe
00092390-000000	LONDON JACK	0.33	14,375	2,970	RC/NR	0.25	Hammock		Plantation Key
00095580-000200	BASS PRO OUTDOOR WORLD LP	1.58	68,825	90	C/C	0	Hammock/Mangrove		Upper Matecumbe
00412800-000000	ATLANTIC CORAL HARBOUR CONDO A	0.14	6,000	15,558	MU/HC	1	Hammock		Plantation Key
00092110-000000	NEMSER BENJAMIN	1.17	50,965	117	C/C	0	Mangrove		Plantation Key
00092070-000000	ARBORTECH TREE AND LANDSCAPE IN	3.0	130,680	773,949	I/I	1	Hammock/dist		Plantation Key
00419390-000100	ZANIC BAY LLC	0.25	10,750	30,302	C/C	0	Hammock		Plantation Key
00419390-000200	HOLDEN CHRISTOPHER A	0.27	11,603	139,903	C/C	0	Hammock		Plantation Key
00097680-000100	KEYS STEVEN L	0.37	16,117	326,493	C/C	0	Mangrove/dist		Lower Matecumbe



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: July 6, 2023
SUBJECT: **Approving & Ratifying FY 22-23 Purchases from Furgeson Waterworks for Wastewater Department - TAB 5**

Background:

Pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is less than \$25,000.00 and the aggregate total for any single vendor in any single year is less than \$25,000.00. Purchases of or contracts for purchases of materials, supplies, equipment improvements, or services where the total amount expended is \$25,000.00 or more shall be awarded by the Village Council. Purchases arising because of emergencies are exempt from Village Council approval. However, the Village Manager must notify each Council Member of the type and amount of the emergency purchase within 24 hours.

Ferguson Waterworks ("Ferguson") is a primary vendor that the Wastewater Department utilizes to purchase pipes and piping supplies, such as couplings, vent covers and backflow preventers, for the Village's wastewater collection and transmission system, specifically for the vacuum main, force main and gravity lines.

Analysis:

From the beginning of Fiscal Year 2022-2023, through June 25, 2023, the Village has made \$17,265.16 in purchases from Ferguson. Exhibit "A" to the attached Resolution provides detail of these purchases, which were expensed to the Operating Supplies account of the Wastewater Fund.

Exhibits "B" and "C" to the Resolution are cost quotes from Ferguson for the purchase of parts for the vacuum system (\$18,317.46) and the purchase of eight (8) check valves (\$20,584.00). (These check valves are larger than the check valves replaced in the low pressure system and purchased from F. J. Nugent in November 2021 for installation by Page Excavating, Inc., as approved through adoption of Resolution No. 21-11-118.)

The Wastewater Department estimates that an additional \$60,000.00 in parts from Ferguson may be needed through the end of the fiscal year, and staff seeks Village Council approval of the additional purchase authorization amount, if needed. Ferguson is considered a sole source vendor for these types of parts and supplies because it is the only distributor in the region. They are consistently able to provide parts and supplies needed with a fast delivery time.

The attached Resolution would ratify the purchases incurred through June 25, 2023, in the amount of \$17,265.16 at Exhibit "A," would approve the additional immediate purchases in the total amount of \$38,901.46 at Exhibit "B" and Exhibit "C," and would authorize \$60,000.00 in additional purchases from Ferguson through the remainder of FY 2022-2023. The total purchase authorization requested is \$116,166.62.

Budget Impact:

The Village's FY 2022-2023 approved budget for the Wastewater Enterprise Fund includes \$225,000.00 for Operating Supplies, \$530,000.00 for Repair and Maintenance expenses, and \$200,000.00 for Infrastructure for Capital Outlay. Purchases from Ferguson Waterworks would be coded to these accounts as appropriate but primarily to the Operating Supplies account.

Staff Impact:

No change in staffing levels would occur as a result of passage and adoption of the attached Resolution.

Recommendation:

Staff recommends approval and adoption of the attached Resolution thereby authorizing and ratifying the purchase of wastewater parts and supplies from Ferguson.

- Attachments:**
1. Resolution
 2. Exhibit A
 3. Exhibit B
 4. Exhibit C

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM FERGUSON WATERWORKS FROM THE BEGINNING OF FY 2022-2023 THROUGH JUNE 25, 2023; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2022-2023; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of development and maintenance of its central wastewater collection and transmission system, Islamorada, Village of Islands (the "Village"), purchases pipes and piping supplies, such as couplings, vent covers and back flow preventers, from Ferguson Waterworks ("Ferguson"); and

WHEREAS, the Village has spent \$17,265.16 on parts purchases from Ferguson from the beginning of FY 2022-2023 through June 25, 2023, as set forth in Exhibit A attached hereto (Exhibit "A"); and

WHEREAS, the Village needs to purchase miscellaneous parts and piping from Ferguson in the amount of \$18,317.46 as set forth in Exhibit B attached hereto (Exhibit "B") and eight (8) check valves in the amount of \$20,584.00 as set forth in Exhibit C attached hereto (Exhibit "C") from Ferguson; and

WHEREAS, the Village estimates it will need to purchase an additional \$60,000.00 in parts and supplies from Ferguson through the remainder of FY 2022-2023, which ends on September 30, 2023; and

WHEREAS, pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended to a single vendor in any single year

is \$25,000.00 or more shall be awarded by the Village Council; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that ratification of purchases in the amount of \$17,265.16 from Ferguson set forth in Exhibit "A," approval of the specific purchases in the total amount of \$38,901.46 set forth collectively in Exhibits "B" and "C," approval of an additional \$60,000.00 in purchases from Ferguson through fiscal year ending September 30, 2023, and waiver of competitive bidding for the purchases are 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 Expenses. The Village Council hereby approves and ratifies the following: 1) purchase of parts from the beginning of FY 2022-2023 through June 25, 2023, in the amount of Seventeen Thousand Two Hundred Sixty-five and 16/100 Dollars (\$17,265.16); 2) purchase of miscellaneous parts and check valves totaling Thirty-eight Thousand Nine Hundred One and 46/100 Dollars (\$38,901.46); and 3) an additional Sixty Thousand and no/100 Dollars (\$60,000.00) in purchases of parts and other supplies from Ferguson through September 30, 2023.

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 purchases.

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 purchases.

Section 5. Waiver of Competitive Bidding. In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive bidding provisions of the Village Code for these purchases.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.
Motion to adopt by _____, second by _____.

**FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

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

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER, 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



Islamorada, Village of Islands

Vendor History Report

By Vendor Name

Posting Date Range 10/01/2022 - 06/25/2023

Payment Date Range 10/01/2022 - 06/25/2023

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number		Account Name	Dist	Amount				
Vendor Set: 01 - Vendor Set 01													
0971 - FERGUSON WATERWORKS													
1185334	Vacuum System Parts			12/29/2022		83093	12/29/2022	17,265.16	0.00	0.00	0.00	17,265.16	17,265.16
								15,306.80	0.00	0.00	0.00	15,306.80	15,306.80
2PC SC CI VLV BX 18-24		20.00	135.00	2,700.00	402-1500-535-52		Operating Supplies		2,700.00				
12 DI 2BLT MACRO COU		3.00	738.40	2,215.20	402-1500-535-52		Operating Supplies		2,215.20				
12x14 SDR35 PVC GJ SW		70.00	29.10	2,037.00	402-1500-535-52		Operating Supplies		2,037.00				
8 DI 2BLT MACRO COUP		4.00	482.10	1,928.40	402-1500-535-52		Operating Supplies		1,928.40				
10 DI 2BLT MACRO COU		3.00	627.40	1,882.20	402-1500-535-52		Operating Supplies		1,882.20				
6 DI 2BLT MACRO COUP		4.00	429.00	1,716.00	402-1500-535-52		Operating Supplies		1,716.00				
10x14 SDR35 PVC GJ SW		70.00	20.20	1,414.00	402-1500-535-52		Operating Supplies		1,414.00				
8x14 SDR35 PVC GJ SWI		70.00	13.00	910.00	402-1500-535-52		Operating Supplies		910.00				
6x14 SDR35 PVC GJ SWI		70.00	7.20	504.00	402-1500-535-52		Operating Supplies		504.00				
1185334-1	Vacuum System Parts			1/5/2023		83138	1/5/2023	738.40	0.00	0.00	0.00	738.40	738.40
12 DI 2BLT MACRO COU		1.00	738.40	738.40	402-1500-535-52		Operating Supplies		738.40				
1185334-2	Vacuum System Parts			1/12/2023		83177	1/12/2023	627.40	0.00	0.00	0.00	627.40	627.40
10 DI 2BLT MACRO COU		1.00	627.40	627.40	402-1500-535-52		Operating Supplies		627.40				
1196596	Bollard for Park- Great Lawn			3/2/2023		83507	3/2/2023	592.56	0.00	0.00	0.00	592.56	592.56
Bollard for Park- Great L		0.00	0.00	592.56	001-1300-572-52		Operating Supplies		592.56				
Vendors: (1) Total 01 - Vendor Set 01:								17,265.16	0.00	0.00	0.00	17,265.16	17,265.16
Vendors: (1) Report Total:								17,265.16	0.00	0.00	0.00	17,265.16	17,265.16

16:48:10 JUN 21 2023

Page 1 of 1

FEL-POMPANO BEACH, FL WW #125

Price Quotation

Phone: 786-573-7140

Fax: 305-969-0361

Bid No: B537019
Bid Date: 06/21/23
Quoted By: MSG

Cust Phone: 305-664-6450
Terms: NET 10TH PROX

Customer: VILLAGE OF ISLANDS ISLAMORA
86800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

Ship To: VILLAGE OF ISLANDS ISLAMORA
86800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

Cust PO#: MISC PARTS

Job Name:

Item	Description	Quantity	Net Price	UM	Total
SDR35PU14	6X14 SDR35 PVC GJ SWR PIPE	140	7.200	FT	1008.00
MUL063306	6 PVC SWR GXG WYE	15	50.870	EA	763.05
MUL063506	6 PVC SWR GXG 45 BEND	15	26.090	EA	391.35
MUL063406	6 PVC SWR GXS 45 BEND	15	23.110	EA	346.65
MUL063626	6 PVC SWR GXG REP COUP	15	31.720	EA	475.80
MUL043988	6 PVC SWR GSKT CAP	15	15.530	EA	232.95
MUL340952	6 PVC SWR HUB FEM CO ADPT	15	29.120	EA	436.80
MUL340958	6 PVC SWR REC THRD CO PLUG	15	22.240	EA	333.60

R2600760851	6 DI 2BLT MACRO COUP 6.60-7.60	4	429.000	EA	1716.00

DR18GP18	18 C900 DR18 CL235 PVC GJ GREE PIPE	100	99.900	FT	9990.00
E2018PEC	18 MEGALUG EBAASEAL ACCY PKG F/ PVC	6	437.210	EA	2623.26
Net Total:					\$18317.46
Tax:					\$0.00
Freight:					\$0.00
Total:					\$18317.46

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1216&on=55811>



FEL-MIAMI WATERWORKS #1216
10810 S.W. 184TH ST.
MIAMI, FL 33157-6737

Phone: 786-573-7140
Fax: 305-969-0361

Deliver To:
From: Matthew Gracie
Comments:

14:52:19 JUN 01 2023

Page 1 of 1

FEL-POMPANO BEACH, FL WW #125

Price Quotation

Phone: 786-573-7140

Fax: 305-969-0361

Bid No: B535255
Bid Date: 06/01/23
Quoted By: MSG

Cust Phone: 305-664-6450
Terms: NET 10TH PROX

Customer: VILLAGE OF ISLANDS ISLAMORA
86800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

Ship To: VILLAGE OF ISLANDS ISLAMORA
86800 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036

Cust PO#: 6" CHK VLVS

Job Name:

Item	Description	Quantity	Net Price	UM	Total
SP-GACV06-220DS	6" FLG L&W SWG CHK VLV ---- LEAD TIME 4-6 WEEKS	8	2573.000	EA	20584.00
Net Total:					\$20584.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$20584.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



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Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1216&on=55811>



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: July 6, 2023
SUBJECT: Resolution Approving Marcum Agreement for Wastewater Audit - TAB 6

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:

1. Resolution approving Marcum LLP wastewater audit
2. Islamorada - Consulting Services Engagement Letter

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A PROPOSAL OF MARCUM LLP TO PERFORM AUDIT SERVICES OF A CERTAIN WASTEWATER AGREEMENT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR AUDIT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), issued a RFP 18-02 on January 8, 2018 for various maintenance and repair services for the Village's central wastewater collection and transmission system (the "RFP"); and

WHEREAS, the Village received four (4) proposals in response to the RFP. The Village Council of the Village (the "Village Council") approved the ranking and recommendation of the RFP Evaluation Committee, which included all four (4) proposals;

WHEREAS, the four (4) contractors that submitted proposals did not offer the same services and the Village entered into Continuing Services Agreements ("CSA") with three (3) of the proposers; and

WHEREAS, one of the contractors that entered into a CSA is Page Excavating, Inc. ("Page Excavating"); and

WHEREAS, the Village has determined that an audit of the CSA with Page Excavating is needed (the "Audit"); and

WHEREAS, Marcum LLP ("Marcum") has submitted a proposal dated June 1, 2023 which is attached hereto as Exhibit "A" (the "Proposal") to provide audit services with respect to the Audit; and

WHEREAS, the Village Council finds that acceptance of the Proposal of Marcum, entering into an Agreement for Audit Services with Marcum and waiver of competitive bidding for the Agreement are 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 Village Council hereby accepts the Proposal of Marcum and hereby approves an Agreement for Audit Services with Marcum.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Marcum, substantially in the form attached hereto as Exhibit "B", for completion of the Audit in an amount not to exceed Eighty Thousand and 00/100 Dollars (\$80,000.00) and to take all actions necessary to implement the terms and conditions of the Agreement for Audit Services.

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

Section 6. **Waiver of Competitive Bidding.** In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive bidding provisions of the Village Code for these purchases.

Section 7. **Effective Date.** This Resolution shall take effect immediately upon adoption.
Motion to adopt by _____, second by _____.

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

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

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER, 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

June 1, 2023

Village of Islamorada
Attn: Ted Yates
Village Manager
86800 Overseas Highway
Islamorada, FL 33036

Re: *Review and Analysis of RFP 18-02 Continuing Services Agreement (“CSA”)*

Dear Mr. Yates:

This engagement letter, including Attachments A and B appended hereto (collectively, the “Agreement”), sets forth the advisory services (the “Services”) Marcum LLP (“Marcum,” “we,” “us” or “our”) will perform for the Village of Islamorada, Florida (“Village,” “you,” or “your”), and the terms and conditions under which Marcum will perform the Services (the “Engagement”).

Purpose and Intended Use: Our analysis will be conducted for the Village of Islamorada and its residents and should not be used for any other purpose.

Services: Marcum’s Services regarding the above-referenced matter will include:

- Review RFP and bid documents and vendor approval processes for Page Consulting (“Page”) and continuing services agreement (“CSA”) terms and conditions.
- Review Village Resolutions and Work Authorizations for terms and conditions and scope of authorized work.
- Identify all services performed by Page and associated costs incurred for work performed during the period May 24, 2018 (date of CSA agreement) through May 30, 2023.
- Quantify Village disbursements to Page and associated services rendered for the period May 24, 2018 (date of CSA agreement) through May 30, 2023.
- Obtain documentation for vacuum pit ring repairs. Select representative sample and perform visual verification of completion of construction work.
- Identify additional Page construction work (including poly check valve replacement) and consult with Village regarding potential additional engineering testing for confirmation of existence and quality of such work. Note: Engineering testing, if applicable, will result in a separate engagement fee subject to mutual agreement by Marcum and the Village.
- Review grant applications, federal award letter, and expenditures relating to work billed by Page which was funded with federal grant funds. Assess compliance with grant terms and potential remediation, if necessary, of identified non-compliance.

Marcum’s Services are performed in accordance with the American Institute of Certified Public Accountants’ *Statement on Standards for Consulting Services No. 1*.

Anticipated Deadlines: You have asked us to provide our [draft] [report/analysis] to you by [x/x/xx]. In order to meet this deadline, you acknowledge that we require all of the information requested by us by [x/x/xx]. Should the receipt of any of the requested information be delayed, or should any information be materially revised (as we in our sole discretion determine), we reserve the right to extend the date our [report/analysis] will be provided. You further acknowledge that we will likely have other projects underway that may affect the timing of the rescheduled deadline.

Fees: All fees and expenses shall be paid to Marcum pursuant to this Agreement within [30] days of receipt of an invoice. Fees are your sole responsibility.

Our fee for this Engagement will be \$80,000. Fees will be billed portal to portal from our Miami office.

Marcum's fees consider and are based on many factors including the scope of Services and any changes thereto, the level of assistance provided, the timeliness, accuracy and completeness of information provided to us, firm technology, firm processes, and also actual time incurred at the rates set forth herein plus direct reimbursable expenses, such as travel and other out-of-pocket expenses. Marcum's hourly rates are set forth in Attachment B. These hourly rates may be increased over time in Marcum's discretion in the ordinary course of Marcum's business and you agree to pay the then effective rates.

In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Interest at the rate of one percent (1%) per month will accrue on any balance of fees and expenses not paid within sixty (60) days of the invoice date.

You will also be responsible for and reimburse Marcum for costs, expenses, and liabilities relating to a request from a third party (including a subpoena, summons, discovery demand in litigation or other request or form of process) calling for production of privileged information or as a result of your assertion of confidentiality or other privilege, or your direction that Marcum assert privilege on your behalf, or if Marcum determines that it is required by applicable law or rules to assert privilege without having received your direction.

The following charges may be applicable:

- a) In the event we are requested or authorized by you are required by government regulation, subpoena, or other legal process, to produce documents or our personnel as witnesses with respect to this Engagement, you will reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel incurred in responding to such requests;
- b) A minimum fee of four (4) hours will be charged for appearance at depositions and/or court appearances that may be required;
- c) Any out-of-pocket expenses relating to this Engagement, which we will bill to you at our cost. It is possible that we will perform research through computer databases and that we may be required to purchase research materials relating to this Engagement; and

d) Travel and related costs and expenses.

Marcum's fees are not contingent upon any outcome achieved as a result of our Services. The outcome of our analyses and the result or conclusion that we may reach may not be consistent with any objective you may have for our Engagement, based upon the documentation that we may review and the facts that we may ultimately discover.

If you have a question concerning our billing statement, please contact us and we will be happy to explain the charges. It shall be your affirmative obligation to review Marcum's bills as they are rendered and to raise questions concerning such bills in a timely fashion. Failure to raise questions in a timely fashion (regardless of whether or not our firm waives its right under this Agreement to terminate this Engagement if prompt payment is not made) shall be deemed to constitute acceptance of the bill and all charges presented as fair and reasonable. If you fail to dispute any of our statements of an amount due within twenty (20) days of your receipt of same, Marcum shall be entitled to assume and rely upon the fact that you have accepted the obligation to pay such statement in its entirety.

If Marcum pursues collection of any outstanding unpaid balance, then you shall be responsible for our attorneys' fees, collection fees, and court costs. Reasonable attorneys' fees will not exceed one-third (1/3) of any outstanding balance due.

Marcum may terminate this Agreement, or any Services or withdraw from this Engagement if Marcum's fees are not timely paid, with all billed and accrued fees up through the time of the termination or withdrawal payable to Marcum. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of **Village of Islamorada, Florida**.

If you agree with these terms, please sign and date below and return to Marcum with the requested retainer. If you have any questions about this letter, contact Moises Ariza. Upon receipt of the signed Agreement, Marcum will commence our Services.

Very truly yours,

Marcum LLP

Moises D. Ariza, CPA, CGMA
Partner

Village of Islamorada, Florida

June 5, 2023

Page 4

ACKNOWLEDGMENT: I HAVE READ, UNDERSTAND AND APPROVE THIS AGREEMENT (INCLUSIVE OF ATTACHMENTS). I AGREE TO ITS TERMS AND CONDITIONS AND ACKNOWLEDGE FULL FINANCIAL RESPONSIBILITY FOR THE FEES AND OTHER AMOUNTS CHARGED OR PAYABLE HEREUNDER.

VILLAGE OF ISLAMORADA, FLORIDA
DULY AUTHORIZED SIGNER
OF THIS AGREEMENT

DATE

Name: _____

Title: _____

Company: _____

Email: _____

Address: _____

Phone: _____

Attachment A

Marcum LLP Terms and Conditions

Marcum's Engagement is solely with you. Marcum's Services and deliverables are for the sole internal use and benefit of Counsel ("you" or "your") and not for any third party. No third party shall have any right against Marcum by reason of this Engagement, the Services or deliverables and this Engagement does not create any privity between Marcum and any third party. To the extent requested or directed by you, we may communicate or interact with third parties to perform the Services however we assume no duty, responsibility or liability to such third parties and expressly disclaim any responsibility, duties or liability to all third parties. The terms and conditions in this Attachment A apply to the Engagement letter referencing them. In the event of a conflict between this Attachment A and the Engagement letter, the terms of this Attachment A shall control and prevail. All references to this "Agreement" refer to this Attachment A together with the Engagement letter referencing it.

1. **Scope of Work.** Your use of our work product from this Engagement shall be limited to the stated purpose and use and for no other purpose.

Except as otherwise agreed by the parties in writing, Marcum shall only be obligated to perform the Services or provide the deliverables described under "Services" in this Agreement. You recognize and understand that the scope and type of analyses that Marcum is requested to perform may be changed or other analyses may be required as this matter progresses, and that such change or other analyses requested may affect Marcum's fees and expenses. Changes to the scope of Services or deliverables shall be agreed to by the parties in writing (including by email). You acknowledge responsibility for fees and expenses related to any changes. To the extent all specific details of the scope of work are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. We assume no responsibility under this Agreement other than to perform the Services.

Marcum, in its sole discretion, may determine the methodology or tools to be employed and the extent of review, research, and other preparation to perform the Services or prepare deliverables.

Marcum's Services are not intended to detect fraud *unless that objective is specifically expressed in this Agreement under "Services"*. The procedures used in our analysis are not sufficient to constitute an examination made in accordance with generally accepted accounting practices. You acknowledge and agree that Marcum may rely on the information provided by you or on your behalf as complete and accurate.

The conclusions expressed in any deliverables provided under this Agreement are based upon the applicable laws as of the date of such deliverable, which are subject to change, and upon the facts presented by you. Marcum has no responsibility to, and will not, update any of its

work or conclusions after completion, including as a result of a change in law, unless specifically engaged to do so.

2. **Information.** Marcum will provide a list of information it needs to perform the Services and you shall provide us with all accurate and complete information relevant to performing the Services. You have the requisite right, consent and authority to disclose and make the information available to Marcum under this Agreement. You acknowledge the cost of providing our Services may increase if information is not timely provided, or if information is incomplete, inaccurate, erroneous, or revised.

Marcum may rely on the accuracy, completeness, and reliability of all information provided by you or on your behalf, and on all instructions, decisions and approvals. You shall be solely responsible for applying independent business judgment with respect to the Services for which you are engaging Marcum (including decisions on implementation of other further course(s) of action) and shall be solely and exclusively responsible for such decisions. Further, you are responsible for designating competent management or a qualified individual to be responsible and accountable for overseeing the Services provided. You are solely responsible for management and other decisions and implementing any actions identified during the course of the Services.

Any information that Marcum was not made aware of could materially affect our Services, and Marcum may amend any report, at your sole cost and expense, should any other information be provided, which, in Marcum's opinion, requires such an amendment. Should Marcum become aware that material information was withheld or misrepresented, Marcum may withdraw from the Engagement, with all billed and accrued fees up through the time of the withdrawal payable to us.

In performing the Services, Marcum may require that you retain the services of third-party experts (including without limitation independent asset appraisers). You shall be solely responsible for such third parties and our Services will not include any verification of the work performed by said third party.

3. **Data Access.** You acknowledge that your confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, other agents or Designees to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, other agents or Designees in connection with the transmission of your information.

If you request that we access files, documents, or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the Internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), you will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party

or you (and not us) is responsible for ensuring the confidentiality of all information while utilizing the Cloud Storage, complying with all applicable laws related to the Cloud Storage and any information contained in the Cloud Storage, providing us access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access to the information, including, without limitation, unauthorized access to the information when in transit to or from the Cloud Storage. You represent and warrant that you have requisite consent, right and authority to provide us with access to information in the Cloud Storage and that providing us with access to information in the Cloud Storage complies with all applicable laws, regulations, or duties owed to third parties, and you agree to indemnify and hold us harmless from and against any matters relating to or arising from our use of or access to the Cloud Storage. In addition, while Marcum has established procedures designed to protect the confidentiality of your information, you acknowledge and agree that the confidentiality of any communication or material transmitted over the Internet through an unencrypted method cannot be guaranteed and that any breach of confidentiality that occurs thereby shall not be deemed to be a breach of Marcum's confidentiality obligations under this Agreement.

4. **Confidentiality.** "Confidential Information" means non-public information that a party marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this Agreement, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to a recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by recipient from a non-party. Each party will protect the confidentiality of Confidential Information that it accesses or receives, except that a party may disclose Confidential Information to the extent required by applicable law, statute, rule, regulation, judicial or administrative process or professional standard or litigation pertaining hereto. If disclosure of Confidential Information is required by law, statute, rule or regulation judicial or administrative process (including any subpoena or other similar form of process), or by professional standards, then the party required to make that disclosure shall (other than in connection with routine supervisory examinations by regulatory or authorities with jurisdiction or professional standards or reviews, and without breaching any legal or regulatory requirement) provide the other party with prior prompt written notice thereof and if practicable under the circumstances, allow the disclosing party to seek a restraining order or other appropriate relief at disclosing party's sole cost and expense.

Client authorizes Marcum to participate in discussions with and to disclose Client's information, including tax return information, to Client's agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as Client may direct. Notwithstanding any other provision of this Agreement, Marcum and the Marcum Subcontractors may use Confidential Information received hereunder, including tax

return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. Marcum and the Marcum Subcontractors will not use or disclose the Confidential Information in a way that would permit Client to be identified by third parties without Client's consent. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consents are valid until further notice by Client.

If, as a result of the Services performed under this Agreement, Marcum is requested or required to enter into an additional or separate non-disclosure agreement ("NDA"), the NDA must be in a form acceptable to Marcum and is subject to the liability provisions in this Agreement. This Agreement shall prevail over any inconsistent or conflicting terms in such NDA. For clarity, any parties to or beneficiaries of such NDA shall continue to be deemed third parties for purposes of our Services and this Agreement, including without limitation the indemnification obligations relating to third party claims.

5. **Report.** Marcum will prepare any required or requested written reports, however, Marcum's findings may or may not be documented in a written report based upon events that occur. The absence of a written report shall not diminish our rights to be compensated for all work that we have performed. Certain values, derived from the reports of others, and which are so designated, may be included in Marcum's report however, Marcum accepts no responsibility or liability for those items. Marcum's workpapers and the documentation of our Services pursuant to this Agreement is the property of Marcum and constitutes proprietary information. We will retain the documentation in accordance with our document retention policies, which may be amended from time to time.
6. **Purpose and Limitation on Use.** Any written reports, exhibits, documents, and schedules that we prepare, or any oral information or opinions provided by us, are to be used solely by you and only for the purpose set forth in this Agreement, and may not be published or used for any other purpose by any other party, without the express written consent of Marcum. Marcum's conclusions are limited solely to the matter(s) on which we were engaged.
7. **Third-Party Service Providers.** Marcum may use or subcontract the Services to its affiliates, subsidiaries and/or third parties, including contractors and subcontractors, in each case within or outside of the United States (each, a "Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that Marcum may provide confidential and other information Marcum receives in connection with this agreement to Subcontractors for such purposes. Marcum maintains internal policies, procedures and safeguards to protect the confidentiality of your information and Marcum will remain responsible for the work performed by such Subcontractors. Notwithstanding anything to the contrary in this agreement, Client agrees that Marcum may disclose Client's current and/or prior years' tax return information to Subcontractors within or outside the United States for the purposes described above and in

this agreement. Client authorizes Marcum to participate in discussions with and to disclose your information, including your tax return information, to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

8. **Litigation.** This matter does not involve litigation and Marcum is not undertaking any responsibilities with regard to litigation, including but not limited to as an expert witness. Should litigation arise or become necessary and services are requested with regard to litigation, the parties will execute a separate Engagement letter.
9. **Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by Marcum may be subject to one or more claims of privilege by you. Although you are solely responsible for managing the recognition, establishment, and maintenance (or possible waiver) of these possible protections (and for involving legal counsel as deemed necessary), you will notify Marcum if you wish to invoke the confidentiality privilege and Marcum will cooperate with your reasonable written instructions regarding same. You should be aware that should circumstances arise where you wish to divulge or have Marcum divulge privileged information to other parties, such disclosure may result in a waiver of the confidentiality privilege. If you wish Marcum to divulge privileged information, you must provide Marcum with advance written authority to make such disclosure. Marcum will not decide whether or not a legal privilege or other doctrine applies.

If Marcum receives a third party request (whether a subpoena, summons, or discovery demand in litigation or otherwise) to produce privileged information, Marcum will, to the extent it is not prohibited, notify you and follow your reasonable instructions in responding to such requests before Marcum discloses such privileged information as may be required under applicable laws or rules.

10. **Business Risk Allocations.**

Limitation of liability: Marcum's aggregate liability arising out of or relating to this Agreement including the Services, work product or deliverables hereunder shall in no event exceed the total amount of fees paid to Marcum for the particular Services giving rise to liability. In no event shall Marcum be liable for any indirect, special, consequential, incidental, punitive, or exemplary damages or loss. This shall be your exclusive remedy. This limitation of liability reflects an allocation of risk between the parties and is neither a penalty nor exclusive. Marcum shall have no responsibility or liability for any hardware, software or any information provided by or at your direction.

Hold Harmless & Release: Client agrees to indemnify and hold harmless Marcum, its partners, principals and personnel, affiliates and subsidiaries from and against all third party claims, losses, liabilities, damages, judgments, demands, actions (including court and other costs, expenses, attorneys' and advisors' fees or other costs incurred by penalty or otherwise)

arising from or relating to this agreement, the services, deliverables or Marcum's engagement. Also, because of the importance of the information provided with respect to Marcum's ability to perform the Services, you hereby release Marcum and its partners, principals, directors and employees and affiliates from any liability, damages, claims, judgments, demands, actions (including reasonable costs, fees, expenses and defense costs) arising from or relating to the Services hereunder that are attributable to any information provided by you, your personnel, your agents or otherwise on your behalf that is not complete, accurate, or current.

No action, regardless of form, arising out of the Services provided under this Agreement may be brought by you more than one (1) year after the date of the Services giving rise to the claim.

11. **Waiver of Jury Trial; Jurisdiction and Venue; Governing Law.** AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THE ENGAGEMENT AND/OR RENDER THE SERVICES TO YOU IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT:

Marcum and you each hereby knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under, or in connection with this Agreement and/or the Services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. Marcum and you each expressly agree and acknowledge that the Supreme Court of the State of New York, County of New York, Commercial Division, and the United States District Court for the Southern District of New York, Manhattan Courthouse, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to, or in connection with this Agreement, or any course of conduct, course of dealing, statement, or actions of either party. If and only if the action does not satisfy the damage prerequisite for jurisdiction in the County of New York Commercial Division, then any such state court action shall be brought in the County of Suffolk, Commercial Division.

This Agreement, any course of conduct, course of dealing, and/or action of Marcum and/or you and our relationship hereunder shall be governed by and construed the laws of the State of New York to the extent such laws are not inconsistent with the federal securities laws and rules, regulations and standards thereunder. In any litigation brought by either Marcum or you, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

12. **Termination.** Either party may terminate this Agreement or the Services at any time upon prior written notice to the other party. Marcum also may terminate this Agreement or the Services in the event that the Services conflict with, violate or otherwise impair independence or where, in Marcum's judgment, Marcum can no longer rely on the integrity of management, or if there may be a violation of applicable law, rule regulations, or professional standards or guidelines, a potential or actual conflict of interest, or damage to

our reputation). In the event of termination, Client shall pay all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this Agreement may require, plus applicable interest, costs, fees, and attorney's fees. Marcum's engagement ends on the earlier of termination (including without limitation, our resignation or declining to issue a deliverable) or Marcum's delivery of the last deliverable required hereunder.

13. **General.** Marcum shall not be liable for any delay or failure in performance due to circumstances beyond our reasonable control. This Engagement is being undertaken solely for your internal use and benefit and there are no third party beneficiaries and no other person or entity shall be authorized to enforce the terms of this Agreement. Unless otherwise required by applicable law, you shall not make any public announcements in respect of this Agreement or otherwise communicate its terms without Marcum's prior written consent. Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship, unless such relationship is specifically stated in this Agreement. Client may not assign or transfer this Agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for Services to anyone, by operation of law or otherwise without Marcum's prior written consent and any assignment without consent shall be void and invalid. Marcum may assign this Agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of Client's files and information. If any provision or portion of the Agreement is held invalid, such invalidity shall not affect any of the remaining provisions or portions.

Attachment B

Professional Fees

Rates in effect at the date of this Agreement

Partner	\$440 to \$825
Managing Directors and Directors	\$420 to \$645
Managers and Senior Managers	\$260 to \$550
Seniors and Supervisors	\$225 to \$380
Staff	\$155 to \$270
Paraprofessional	\$105 to \$200



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: July 6, 2023
SUBJECT: **Resolution Approving Non-Renewal of Village Manager Contract - TAB
7**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:

1. Reso_Yates Non-Renewal
2. Att 1 to Reso_Yates Contract Nonrenewal_070623 RVCM
3. Att 2 to Reso_Yates Contract Nonrenewal_070623 RVCM

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, DECLINING TO RENEW THE
EMPLOYMENT AGREEMENT WITH THOMAS T. YATES AS
VILLAGE MANAGER; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Section 7(3) of the Village Charter requires that there shall be a Village Manager, who shall be the Chief Administrative Officer of the Village; and

WHEREAS, on May 6, 2022, at a special meeting, the Village Council selected Mr. Thomas T. Yates to serve as Village Manager; and

WHEREAS, Mr. Yates executed an Employment Agreement with the Village on June 9, 2022, which is attached hereto as Attachment "1", and commenced employment as the Village Manager on August 1, 2022; and

WHEREAS, pursuant to Section 17.1 of the Employment Agreement, the term of the Agreement is from August 1, 2022 through August 1, 2023 "unless terminated by either the Village Council or Village Manager, as provided for in Sections 18-21 of [the] Agreement;" and

WHEREAS, the Employment Agreement does not prevent, limit or otherwise interfere with the right of the Village Council to terminate the Village Manager's employment at any time; and

WHEREAS, as noted in the legal opinion attached hereto as Attachment "2," a majority vote of the Village Council is needed to terminate the Village Manager at a properly posted and duly authorized public meeting; and

WHEREAS, the Village Council finds that it is in the best interests of the Village not to

renew the employment contract with Mr. Yates as Village Manager.

**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. Non-Renewal Of Employment Agreement. The Village Council hereby approves the non-renewal of the employment agreement with Mr. Thomas T. Yates as Village Manager.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.
Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

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

PASSED AND ADOPTED this 6th day of July, 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

RESOLUTION NO. 22-06-43

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE
APPOINTMENT OF THOMAS T. YATES AS VILLAGE
MANAGER; APPROVING AND AUTHORIZING EXECUTION OF
AN EMPLOYMENT AGREEMENT WITH MR. YATES FOR
SERVICE AS THE VILLAGE MANAGER; AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Section 7(3) of the Village Charter requires that there shall be a Village Manager, who shall be the Chief Administrative Officer of the Village; and

WHEREAS, on May 6, 2022, at a special meeting, the Village Council selected Mr. Thomas T. Yates to serve as Village Manager; and

WHEREAS, the Village Council finds that the Employment Agreement with Mr. Yates as Village Manager, attached as Exhibit "A" (the "Agreement"), is fair and provides reasonable compensation for Mr. Yates to serve as Village Manager; and

WHEREAS, the Village Council finds that it is in the best interests of the Village to approve the appointment of Mr. Yates as Village Manager, and approve and authorize execution of the Agreement with Mr. Yates to serve as Village Manager.

**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 Appointment. The Village Council hereby approves the appointment of Mr. Thomas T. Yates as Village Manager. Mr. Yates appointment shall be effective as of August 1, 2022.

Section 3. Approval of Agreement. The Village Council finds that the Agreement with Mr. Thomas T. Yates, attached as Exhibit "A," is reasonable and appropriate and is hereby approved. The Mayor is hereby authorized to execute the Agreement.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption. Motion to adopt by Councilman Mark Gregg, second by Mayor Pete Bacheler.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

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

PASSED AND ADOPTED THIS 2nd DAY of JUNE, 2022.



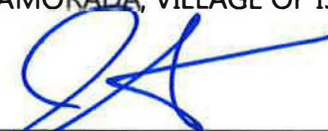
PETE BACHELER, MAYOR

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

EMPLOYMENT AGREEMENT
VILLAGE MANAGER

This Employment Agreement (the "Agreement") is made and entered into this 9 day of June, 2022, between Islamorada, Village of Islands, Florida, a Florida municipal corporation, (the "Village") and Thomas T. Yates ("Yates" or "Village Manager").

RECITALS:

WHEREAS, Section 7(3) of the Village Charter (the "Charter") requires that there shall be a Village Manager, who shall be the Chief Administrative Officer of the Village; and

WHEREAS, the Village desires to employ the services of Yates as Village Manager and Yates wishes to accept this employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Duties.

1.1 The Village agrees to employ Yates as Village Manager to perform the functions and duties specified in the Village's Charter and applicable sections of the Village Code and to perform other legally permissible and proper duties and functions without interference.

1.2 The Village Manager is the Chief Administrative Officer of the Village and shall faithfully perform the duties as prescribed in the Village's Charter and applicable sections of the Village Code and shall comply with all lawful governing body directives, state and federal law, Village policies, rules and ordinances as they exist or may hereafter be amended.

1.3 The Village Manager shall carry out the policy directives of the Village Council and shall perform such other legally permissible, ethical, and proper duties as may be assigned by the Village Council from time to time. All duties assigned to the Village Manager by the Village Council shall be appropriate to and consistent with the professional role and responsibility of the Village Manager.

1.4 With regard to other employees of the Village, it shall be the duty of the Village Manager to:

(i) Employ on behalf of the Village all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Village.

(ii) Direct, assign, reassign and evaluate all of the employees of the Village consistent with policies, ordinances, Charter, state and federal law.

(iii) Organize, reorganize and arrange the staff of the Village and to develop and establish internal regulations, rules and procedures which the Village Manager deems necessary for the efficient and effective operation of the Village consistent with the lawful directives, policies, ordinances, state and federal law.

(iv) Accept all resignations of employees of the Village consistent with the policies, ordinances, state and federal law, except the Village Manager's resignation which must be accepted by the Village Council.

1.5 The Village Manager cannot be reassigned from the position of Village Manager to another position without his express written consent. In the event the Village Council determines that the Village Manager should be reassigned to another position, the Village Council will provide the Village Manager with at least thirty (30) days' notice of such reassignment.

1.6 The Village Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Village Manager for study and/or appropriate action.

Section 2. Salary.

2.1 The Village Manager shall receive an initial annual salary in the amount of \$200,000.00 payable in equal installments in accordance with the Village's existing pay periods.

2.2 The Village Manager agrees and understands that he will not receive any increase in salary for a period of eighteen (18) months subsequent to his employment with the Village. Subsequent thereto, his salary shall be adjusted from time to time by cost-of-living adjustments consistent with any across-the-board adjustments provided to other Village employees.

2.3 The Village Manager agrees and understands that he will not receive any increase in salary for a period of eighteen (18) months subsequent to his employment with the Village. Subsequent thereto, this agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Village's compensation policies to include all salary adjustments on the same basis as applied to other employees of the Village.

2.4 At any time during the term of the Agreement, the Village may, in its discretion, review and adjust the salary of the Village Manager, but in no event shall the Village Manager be paid less than the salary set forth in Section 2.1 of the Agreement except by mutual written agreement between the Village Manager and the Village. Such adjustments, if any, shall be made pursuant to a lawful Village Council action. In such event, the Village Manager and the Village agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 3. Relocation Expenses.

3.1 Village Manager shall be entitled to a lump sum relocation allowance of Fifteen Thousand Dollars (\$15,000.00) in recognition of the Village Manager's need to relocate to the area. The Village Manager will provide the Village with receipts related to his relocation for the purposes of reimbursement. Said sum shall be payable to the Village Manager upon full execution of this Agreement.

Section 4. Housing.

4.1 Village Manager shall be entitled to a housing allowance of Four Thousand Dollars (\$4,000.00) per month as part of the overall compensation as the Village Manager. The housing allowance shall commence and be payable to the Village Manager within the first pay period of August 2022.

Section 5. Performance Evaluations.

5.1 The Village Council shall evaluate the Village Manager every six (6) months for the first eighteen (18) months of his employment, if this Agreement is still in effect and has not been terminated as provided for herein. Thereafter, if the Agreement has not been terminated, the Village shall annually evaluate the performance of the Village Manager within 30 days of the Anniversary Date (i.e., August 1).

5.2 The evaluation specified in Section 5.1 shall be based upon (i) the Village Manager's performance of the duties specified in Section 1 and the Village Manager's achievements of the Village Council's policy directives.

Section 6. Insurance/Retirement Benefits/Life Insurance.

6.1 Village Manager shall receive the benefits currently provided to Village employees for health insurance to include vision, life insurance, dental insurance, and retirement benefits as outlined in the Village's Employee's Policies and Procedures Manual dated October 1, 2018 (the "Manual").

6.2 Village Manager shall pay the sum of One Hundred and Twenty-Five Dollars (\$125.00) bi-weekly towards a "Family" plan of the group benefits identified in Section 6.1 above.

6.3 Except as otherwise provided in this Agreement, the Village Manager shall be entitled to the level of benefits enjoyed by and/or available to other employees of the Village as provided by the Village's policies, Charter, ordinances, or personnel rules and regulations or other practices.

6.4 Should the Manual be amended by action of the Village Council, the Village Manager's benefits listed in Section 6.1 shall be changed to match those benefits provided in the amended Manual,

Section 7. Professional Dues and Expenses.

7.1 The Village agrees to budget and pay for professional dues and subscriptions of the Village Manager necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Village Manager's continued government management and government finance professional participation, growth and advancement and for the good of the Village.

7.2 The Village acknowledges the value of having the Village Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the Village shall pay for the reasonable membership fees and/or dues to enable the Village Manager to become an active member in local civic clubs or organizations.

7.3 The Village recognizes that certain expenses of a non-personal but job-related nature are incurred by the Village Manager and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Village business is being discussed or conducted and participation in social events of various organizations when representing the Village. Such expenditures are subject to annual budget constraints as well as state and Village ethics and purchasing policies. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 8. Automobile.

8.1 The Village shall reimburse the Village Manager at the IRS standard mileage rate for any business use of his personal vehicle.

Section 9. Annual Leave, Sick Leave and Holidays.

9.1 The Village Manager shall continue to receive the benefits currently provided to Village employees for annual leave, sick leave and holidays as outlined in the Manual.

9.2 The Village Manager's accrual of the benefits specified in Subsection 9.1 shall be based upon the Village Manager's initial employment date with the Village of August 1, 2022.

9.3 The Village Manager shall accrue sick leave and vacation leave at the rate provided or available to any other employees of the Village and under the same rules and provisions applicable to other employees.

Section 10. Travel.

10.1 The Village agrees to budget and pay for travel and associated expenses of the Village Manager for professional and official travel, meetings and occasions to adequately continue the professional development of the Village Manager and to pursue necessary official functions for the Village, including but not limited to national, regional, state and local governmental associations, groups and committees in which the Village Manager serves as a member.

10.2 The Village also agrees to budget and pay for travel and associated expenses of the Village Manager for short courses, institutes and seminars that are necessary for the Village Manager's professional development and for the good of the Village.

Section 11. Equipment.

11.1 Recognizing the importance of constant communication and maximum productivity, the Village shall provide the Village Manager, for business and personal use, a laptop computer, software, mobile phone/personal digital assistant and/or tablet computer for business and personal use required for the Village Manager to perform his duties and to maintain communication with Village staff and officials as well as other individuals who are doing business with the Village. Upon termination of the Village Manager's employment, the equipment described herein shall be returned to the Village.

Section 12. Days.

12.1 Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 13. Indemnification.

13.1 To the extent permitted by law, the Village shall defend, save harmless, and indemnify the Village Manager against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of the Manager's duties or position with the Village.

13.2 The aforesaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance including attorneys' fees.

13.3 Notwithstanding the provision of Section 13.1, the Village shall not be obligated to indemnify or save harmless the Village Manager from claims of any nature arising out of the malfeasance of the Village Manager, or from injury or property damage caused by the intentional misconduct of the Village Manager.

13.4 This indemnification provision shall survive the termination of this Agreement.

Section 14. Bonds.

14.1 The Village shall pay for the cost of any fidelity or other bonds for the Village Manager required by any law, ordinance or the Village Charter.

Section 15. Reduction of Compensation.

15.1 The Village Council shall not at any time during the term of this Agreement reduce the salary provided to the Village Manager below any percentage equally applied to all employees during the annual budget process.

15.2 The Village Council shall not at any time during the term of this Agreement reduce the benefits provided to the Village Manager below those that are equally applied to all employees during the annual budget process.

Section 16. Employment Exclusive.

16.1 The Village Manager shall be considered a full-time employee of the Village and shall remain in the exclusive employ of the Village and shall not accept any other employment during the Term of this Agreement without the prior approval of the Village Council.

Section 17. Term.

17.1 The term of this Agreement shall be for an initial period of one (1) year from August 1, 2022 to August 1, 2023, unless terminated by either the Village Council or Village Manager, as provided for in Sections 18-21 of this Agreement.

17.2 Prior to separating from the Village, the Village Manager agrees to participate in an exit interview in order to provide feedback concerning his experience working at the Village, his reasons for leaving and ideas for improvement.

17.3 For purposes of this Agreement, the Village Manager's Anniversary Date shall be August 1.

17.4 If this Agreement is not terminated prior to the Anniversary Date, then it shall automatically be renewed on its Anniversary Date for one (1) year terms unless terminated in accordance with the provisions of Sections 18-21 of this Agreement.

Section 18. Termination.

18.1 In accordance with the Charter, the Village Manager shall serve at the pleasure of the Village Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Council to terminate this Agreement at any time.

18.2 For the purposes of this Agreement, termination shall occur when the majority of the Village Council votes to terminate the Village Manager in accordance with the provisions of Section 7(2) of the Charter at a properly posted and duly authorized public meeting.

Section 19. Termination Without Cause.

19.1 If the Village, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Village Manager's position that substantially changes the form of government, the Village Manager shall have the right to declare that such amendments constitute termination.

19.2 If the Village reduces the base salary, compensation or any other financial benefit of the Village Manager, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

19.3 If the Village Manager resigns following an offer to accept resignation, whether formal or informal, by the Village as representative of the majority of the governing body that the Village Manager resign, then the Village Manager may declare a termination as of the date of the suggestion.

19.4 If the Village Manager is unable for a consecutive period of 60 days to perform his duties as specified in Section 1 of this Agreement due to disability, sickness, accident, or injury, as certified by a physician, the Village Council may elect to terminate this Agreement. In the event of the Village Manager's death, this Agreement shall be deemed terminated.

Section 20. Termination For Cause.

20.1 If the Village Manager is terminated for cause, the Village shall have no obligation to pay severance under this section.

20.2 For the purposes of this Section "for cause" shall be defined as: (i) breach by the Village Manager of any material term or condition of this Agreement, (ii) violation of any applicable laws or codes, (iii) misconduct, (iv) gross insubordination or (v) willful neglect of the duties specified in this Agreement; or conviction of a felony or plea of no contest to a felony.

Section 21. Resignation.

21.1 In the event that the Village Manager voluntarily resigns his position with the Village, the Village Manager shall provide a minimum of thirty (30) days' written notice unless the Village and Village Manager agree otherwise in writing.

21.2 If the Village Manager resigns, then the Village is not obligated to pay severance under Section 22; however, the Village Manager shall be compensated for all sick leave, vacation leave and all paid holidays at the Village Manager's rate of pay in effect at the time of separation, in accordance with policies and procedures established for all employees of the Village.

Section 22. Severance.

22.1 Severance shall be paid to the Village Manager when employment is terminated as defined in Section 19 (Termination without Cause).

22.2 If the Village Manager is terminated as defined in Section 19, the Village shall provide a minimum severance payment equal to twenty (20) weeks' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Village Manager's option.

22.3 The Village Manager shall also be compensated for all sick leave, vacation leave, and all paid holidays at the Village Manager's current rate of pay, in accordance with policies and procedures established for all employees of the Village.

22.4 The Village Manager shall provide the Village direction as to payment by lump sum or installment payments within 30 days of termination or resignation.

Section 23. Conflict of Interest Prohibition.

23.1 Village Manager shall not without the express prior approval of the Village Council, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Village, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

23.2 The Village Manager shall abide by the provisions of Chapter 112, Florida Statutes, the Code of Ethics for Public Officers and Employees.

23.3 The Village Manager shall timely file statutory disclosures of financial interests as required by Chapter 112, Florida Statutes.

Section 24. Confidentiality

24.1 The Village Manager shall not disclose to any person, party or entity any confidential, proprietary, time-sensitive, or non-public information relating to the Village or its operations unless required by law to do so.

Section 25. Miscellaneous Provisions.

25.1 **Complete Agreement.** It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

25.2 **Amendment.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

25.3 **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

25.4 **No Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

25.5 **Non-Assignment.** The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Village Manager.

25.6 **Governing Law.** Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Monroe County, Florida, Upper Keys Division or, if in Federal Court, in the Southern District of Florida.

25.7 **Waiver of Jury Trial.** Both the Village and the Village Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

25.8 **Notice.** Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery or delivered at a Village Council meeting. Notice shall be sent as follows:

For the Village: Mayor
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6400
Facsimile: (305) 664-6464

With a copy to: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6400
Facsimile: (305) 664-6464

For the Village Manager: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Telephone: (305) 664-6410
Facsimile: (305) 664-6464

IN WITNESS WHEREOF, the Village, by signature of the Mayor as authorized by Council Resolution No. 22-06-43 on 6/2/2022, and Village Manager have signed and executed this Agreement the day and year first above written.

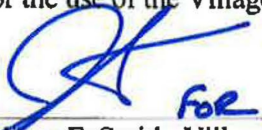
ISLAMORADA, VILLAGE OF ISLANDS

By: 
Pete Bacheler, Mayor

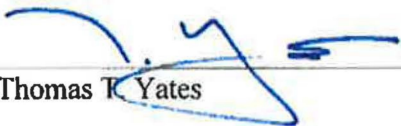
ATTEST:


Marne McGrath, Village Clerk

Approved as to form and legal sufficiency
For the use of the Village Council only:


Alison F. Smith, Village Counsel

VILLAGE MANAGER


Thomas T. Yates



Alison F. Smith
asmith@wsh-law.com

MEMORANDUM

TO: Councilmember Elizabeth Jolin
FROM: Alison F. Smith, Esq.
DATE: June 14, 2023
RE: Implications of Involuntary Separation of Village Manager

ISSUES

Councilmember Elizabeth Jolin and Councilmember Henry Rosenthal of Islamorada, Village of Islands (the “Village”), have posited questions concerning the Village Manager’s existing contract of employment (the “Employment Agreement”), as follows:¹

- 1) May the Council renew the Employment Agreement by taking no action?
- 2) May the Council, by majority vote, opt not to renew the Employment Agreement?
- 3) If there is a vote of nonrenewal prior to the expiration date of the Employment Agreement, will the Village avoid having to pay severance to the Village Manager?
- 4) May the Council terminate (as opposed to renew/nonrenew) the Village Manager’s employment at any time?

¹ To the extent any queries were similar in nature or overlapped, they were combined to avoid duplication.

- 5) What are the financial implications if the Council terminates the Village Manager with and/or without cause?
- 6) What is the process that the Village Council must follow in order to separate the Village Manager from the Village, regardless of the manner in which the separation is couched (i.e., nonrenewal, termination with cause or termination without cause)?
- 7) Is there a notice requirement for a termination of the Village Manager's Employment Agreement?

BACKGROUND INFORMATION

By way of background, Village Manager Ted Yates entered into the Employment Agreement with the Village on June 2, 2022. The Employment Agreement contains the following pertinent terms:

- "[T]he Village Manager shall serve at the pleasure of the Village Council. Nothing in [the] Agreement shall prevent, limit or otherwise interfere with the right of the Village Council to terminate this Agreement at any time." (Employment Agreement, Section 18.1).
- The term of the Agreement is from August 1, 2022 through August 1, 2023 "unless terminated by either the Village Council or Village Manager, as provided for in Sections 18-21 of [the] Agreement;"² (Employment Agreement, Section 17.1).
- "...[T]ermination shall occur when the majority of the Village Council votes to terminate the Village Manager in accordance with the provisions of Section 7(2) of the Charter at a properly posted and duly authorized public meeting." (Employment Agreement, Section 18.2).
- "If [the] Agreement is not terminated prior to the Anniversary Date, then it shall automatically be renewed on its Anniversary Date for one (1) year terms unless terminated in accordance with the provisions of Section 18-21 of this Agreement." (Employment Agreement, Section 17.4).

² Sections 18-21 are respectively titled "Termination," "Termination Without Cause," "Termination For Cause" and "Resignation."

The inquiries made by Councilpersons Jolin and Rosenthal are outlined below, with the pertinent analysis immediately following each inquiry.

ANALYSIS

Issue #1:

May the Council renew the Employment Agreement by taking no action?

Yes. The Employment Agreement contains what is colloquially known as an “evergreen” clause or an automatic renewal clause (Employment Agreement 17.4), requiring that the Village express a desire to end the Employment Agreement before its expiration date of August 1st failing which, the contract will automatically renew. In particular, the Employment Agreement provides as follows: “If this Agreement is not terminated prior to the Anniversary Date, then it shall automatically be renewed on its Anniversary Date for one (1) year terms unless terminated in accordance with the provisions of Section 18-21 of this Agreement.” (Employment Agreement, Section 17.4).

Issue #2

May the Council, by majority vote, opt not to renew the Employment Agreement?

Yes. If the Council desires **not** to have the Village Manager continue within the employ of the Village, it is imperative to affirmatively act to cause his employment to be separated. Pursuant to the Village Charter (Section 7(2)(a)), and the Employment Agreement (Section 18.1), the Village Manager serves at the pleasure of the Village Council. This implies that the Village Manager will serve until some affirmative action is taken by the Village Council to cause the Village Manager’s services to be discontinued. In fact, in Section 7(2)(b) of the Village Charter, the Village Manager can only be “...**removed** from office...by a majority vote

of the full council” (emphasis supplied). In other words, an affirmative vote by three (3) Councilmembers is required. The Charter further provides that, “[u]pon demand by a charter officer, a public hearing shall be held prior to such removal.”

Issue #3:

If there is a vote of nonrenewal prior to the expiration date of the Employment Agreement, will the Village avoid having to pay severance to the Village Manager?

There is a viable argument that no severance is owed to the Village Manager if the Employment Agreement is nonrenewed. The analysis for this conclusion follows.

In responding to the inquiry concerning any requirement to pay severance to the Village Manager, the first issue to assess is whether a nonrenewal constitutes a termination without cause.

The issue of whether a nonrenewal is synonymous with a termination without cause is a nuanced one. A review of Florida case law indicates that this analysis is very fact specific and turns on the specific provisions in the employment contract at issue. Two cases (one public sector and one private sector), are instructive here, as they involve employment contracts that contain language similar to the language used in the instant Employment Agreement.

In the first case, which involves the public sector (i.e., *White v. Fort Myers Beach Fire Control District*, 302 So. 3d 1064 (Fla. 2d DCA 2020), a former fire chief brought an action for breach of contract arguing that he was terminated rather than nonrenewed. There were two key provisions to the Court’s analysis: Section 2 and Section 3 of the employment agreement. Section 2 noted that the fire chief’s employment existed from 10/1/12 through 09/30/15.

Section 3 provided how the agreement could be terminated prior to expiration. On 09/30/15, the agreement was considered automatically renewed for a period of 2 years as long as neither party submitted a written notice of termination to the other party. In February 2015, the fire chief received a nonrenewal letter. The letter specifically said it was not a termination as covered by section 3 of the agreement. The court noted that “if the parties intended section 3’s termination procedures to apply to the nonrenewal option, they could have said so in section 2.” *Id.* at 1071. Accordingly, the court held there was no breach of the employment agreement (i.e., it was simply not renewed and not terminated).

In the second case, a private sector case (i.e., *Paladyne Corp. v. Weindruch*, 867 So. 2d 630 (Fla. 5th DCA 2004)), a former president of the corporation entered into an employment agreement that included a “term” provision. Pursuant to that provision, the agreement began on a specific date and ended on a specific date. The Agreement was subject to automatic renewal for successive one-year terms unless either party notified the other 30 days prior to the expiration of the then current term. A separate provision titled “termination” set out a number of ways the company could effectuate termination. Specifically, there were three ways: without cause, with cause, and termination by employee. The company elected to send the former president a notice of its intent to not renew the Agreement and declined to pay him any severance pay. The former president sued arguing he was effectively terminated and entitled to severance pay for one year. At trial, the trial judge found that the nonrenewal was equivalent to a termination. However, the Fifth District Court of Appeal did NOT agree. Instead, it held that “a facial reading of the two provisions leads us to the conclusion that the word nonrenewal was not meant to be synonymous with termination.” *Id.* at 633. Put

simply, “there would be no point in having a nonrenewal provision if the effect of not renewing the contract is identical to the effect of termination the contract under paragraph 10(i).” *Id.*

Notwithstanding the foregoing, it should be noted that there *are* other cases in which courts in Florida have held that non-renewal of an employment contract is akin to a termination without cause. *See e.g., Medcomp, Inc. v. Alternative Physicians Solutions, LLC*, 2019 WL 11504458 *1, at *6 (M.D. Fla. July 19, 2019) (holding the non-renewal of the employment agreement in that case constituted a termination).

In this case however, whether a nonrenewal of the Employment Agreement is viewed the same as or different from a termination without cause, an argument could be made that the result should be the same as it relates to the payment of severance (i.e., that no severance is owed). This is because, under the Employment Agreement, it appears that only four instances are contemplated under which there is an obligation for severance to be paid if the Village Manager’s termination is without cause, and none of these four instances include a nonrenewal of the contract.

In particular, pursuant to the Employment Agreement, if the Village Manager’s contract is terminated without cause, the Village is responsible for providing the Village Manager with severance equal to twenty (20) weeks’ salary, as well as all sick leave, vacation leave, and paid holidays, *if any of the following four (4) circumstances occur*:

1. If the Charter is amended such that the Village Manager’s role, powers, duties, authority or responsibilities are substantially affected, in which case he/she can declare it a termination of the Employment Agreement.
2. If the Village reduces the Village Manager’s base salary, compensation or any other financial benefit, unless it is applied in no greater percentage than

the average reduction of all department heads, in which case it would be deemed to be a termination.

3. If the Village Manager resigns following an offer to accept resignation.

4. If the Village Manager is unable for a consecutive period of 60 days to perform his duties due to disability, sickness, accident, or injury, as certified by a physician, the Village Council may elect to terminate this Agreement. The Employment Agreement is also deemed terminated in the event of the Village Manager's death.

(Employment Agreement, Sections 19 & 22).

Issue #4:

May the Council terminate (as opposed to renew/nonrenew) the Village Manager's employment at any time?

Yes. Pursuant to the Employment Agreement, as well as the Charter, as aforementioned, the Village Manager serves at the pleasure of the Village Council. (Employment Agreement, Section 18.1, Village Charter Section 7(2)(a)). The Village Manager may be terminated with or without cause. (Employment Agreement, Sections 19 & 20). Cause is defined pursuant to the Employment Agreement as: (i) breach by the Village Manager of any material term or condition of [the] Agreement; (ii) violation of any applicable laws or codes; (iii) misconduct; (iv) gross insubordination; (v) willful neglect of the duties specified in [the] Agreement; or (vi) conviction of a felony or plea of no contest to a felony. (Employment Agreement, Section 20.2).

Issue #5:

What are the financial implications if the Council terminates with and/or without cause?

If the Village Manager's contract is terminated **with cause** (as defined immediately above in response to issue #4), the Village is under no obligation to provide the Village Manager with severance. (Employment Agreement, Section 20.1).

If the Village Manager's contract is terminated **without cause**, the Village is responsible for providing the Village Manager with severance equal to twenty (20) weeks' salary as well as all sick leave, vacation leave, and paid holidays in the event one of the four circumstances enumerated above in response to issue #2 occurs. (Employment Agreement, Section 19).

Issue #6:

What is the process that the Village Council must follow in order to separate the Village Manager from the Village, regardless of how the separation is couched (i.e., nonrenewal, termination with cause or termination without cause)?

If there is any intent to involuntarily separate the Village Manager from the Village, as discussed above in response to issue #2, affirmative action must be taken by the Council to do so. Indeed, there does not appear to be any genuine dispute that any nonrenewal or termination (for whatever reason), of the Village Manager's Employment Agreement would need to be added to a Council agenda and voted on by the Council at a public meeting, and that a majority vote of the full Council would be needed to discontinue the Village Manager's services, regardless of what that cessation of services is deemed to represent (i.e., a nonrenewal or termination of the Employment Agreement).³

³ The Employment Agreement contains a clause indicating that the Village Manager must be terminated in accordance with the provisions of Section 7(2) of the Charter at a properly posted and duly authorized public meeting. While the Employment Agreement uses the term "terminated" and "termination," the Charter uses broader language (i.e., removal). (Employment Agreement, Section 18.2).

Issue #7

Is there a notice requirement for a termination of the Village Manager's Employment Agreement?

The Employment Agreement does not provide a certain number of days prior to its expiration by which the Village must announce its intent not to renew or terminate the Village Manager's contract.⁴ However, as mentioned above, since the last Village Council meeting before August 1st is on July 27th, it would be prudent to vote on the potential nonrenewal of the Village Manager's contract by this meeting.⁵

Sincerely,



Alison F. Smith, Esq.

⁴ Pursuant to the Employment Agreement however, the Village Manager must provide thirty (30) days' notice of his intent to resign. (Employment Agreement, Section 21.1).

⁵ There are currently two regular Village Council meetings scheduled for July – July 6 and 27, 2023. Accordingly, should the Council wish to have such a discussion, it could occur at either of those meetings.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: July 6, 2023
SUBJECT: **Resolution Approving an Agreement with Sea & Shoreline, LLC for Canal 116 Backfill Restoration Project - TAB 8**

Background:

Using results from the Canal Restoration 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 proposes moving forward with a backfill restoration project at Canal #116. Based on data collected during canal restoration monitoring, the following conclusions were drawn about the backfilling technology: This technique resulted in an immediate change in the canal's water quality by significantly improving the water column's dissolved oxygen content. Studies concluded that water quality in deep residential canals cannot be improved without reducing canal depth.

This project would continue the Village's commitment to canal restoration project(s) for water quality improvement within canals and near shore waters. It also would meet requirements included within the Department of Economic Opportunity's amended Chapter 28-19 Land Planning Regulations for the Florida Keys Area of Critical State Concern, which includes a new rule for implementation of a Canal Restoration Work Program. Canal restoration is an important and vital step in the Village's continued dedication to improve the overall quality of the nearshore waters and will have a beneficial impact on the property values along the canal. The results of the project will not only provide a healthy environment for canal residents but will also result in a more hospitable environment for sensitive aquatic organisms to propagate. Canal 116 is located on the Atlantic side of Plantation Key and runs parallel between Plantation Drive and Ocean Drive.

Analysis:

On December 20, 2022, the Village issued Request for Proposals (RFP) 22-16 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 116 backfill restoration project. RFP 22-16 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 20, 2022, through the submittal deadline of January 23, 2023. To answer questions posed about the RFP, Addendum No. 1 was published on January 13, 2023.

The Village received a total of three (3) proposals in response to RFP 22-16. To evaluate the proposals, the Village Manager appointed an RFP 22-16 Evaluation Committee (the "Committee"). 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.

<u>Rank</u>	<u>Proposer/Firm Name</u>	<u>Points</u>	<u>Cost Proposal</u>
1	Sea & Shoreline LLC	257	\$ 1,588,692.00
2	Adventure Environmental Inc.	254	\$ 1,800,000.00
3	SE Diving Services LLC	165	\$ 1,385,450.00

Adoption of the proposed Resolution would approve the ranking of the RFP 22-16 Evaluation Committee and the recommended selection of Sea & Shoreline LLC ("Sea & Shoreline") for the project.

The proposed Resolution would also authorize the Village Manager and Village Attorney to negotiate and enter into an agreement with Sea & Shoreline for the requested services in substantially the form of Agreement provided as an Exhibit to RFP 22-16 and attached hereto as Exhibit 1 to the proposed Resolution and would authorize the Village Manager to expend budgeted funds.

Following the issuance of RFP 22-16, a change in the project's design plans was completed to achieve a canal depth of 7.6 feet at MLLW rather than the 6-foot depth at MLLW that had been originally designed. The change in design reduced the amount of the backfill needed by approximately 6,050 cubic yards. To account for the change, Sea & Shoreline revised their cost proposal to reflect the appropriate fill material of the new design. This resulted in a reduction of the project cost by \$466,235.00. The revised total project cost proposal is \$1,122,457.00. The proposal from Sea & Shoreline, provided as Exhibit "A" to the proposed Agreement, reflects the revised project cost.

This item was previously brought before the Village Council for approval on March 2, 2023 and March 30, 2023. After discussions, the item was tabled during both meetings with motions to continue the dialogue with the canal homeowners and the bidding contractors to see if a compromise could be found and to further evaluate the project through additional monitoring.

Budget Impact:

The approved Fiscal Year 2022-2023 Capital Project Fund Budget includes \$850,000.00 for the Canal #116 backfilling project. The Village has accepted a grant award from the Florida Department of Environmental Protection in the amount of \$1,759,627.10 through the Florida Keys Stewardship Act to fund this project. If selection of the contractor is approved and the project proceeds, construction would likely continue into the next fiscal year. Funding for the project would need to be included in the FY 2023-2024 budget.

Staff Impact:

The Village Attorney would move forward with finalizing the Agreement for services. Village staff, including the Environmental Resources Manager, would communicate with Sea & Shoreline to coordinate timing of the services and inspect the work during the project.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving the selection of Sea & Shoreline to complete the Canal 116 backfill project, authorizing the Village Manager and Village Attorney to enter into an Agreement for the services, and authorizing the Village Manager to expend budgeted funds.

- Attachments:**
1. Resolution_Canal 116
 2. Exhibit 1_Form of Agreement
 3. Exhibit A_S&S Proposal

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 22-16 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR TO COMPLETE THE CANAL 116 BACKFILL RESTORATION PROJECT; 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"), has committed to canal restoration efforts with the goal of improving water quality conditions within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, through monitoring efforts backfilling has been identified as the most effective canal restoration technology; and

WHEREAS, the Village has completed the feasibility evaluation, data collection, design, and permitting for the backfilling of Canal 116 on Plantation Key; and

WHEREAS, on December 20, 2022, the Village issued Request for Proposals (RFP) 22-16 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 116 backfill restoration project (the "Project") utilizing the engineered construction plans provided by the Village; 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 22-16 and recommends selection of the highest-ranked proposal, Sea & Shoreline LLC ("Sea & Shoreline") for the requested services for an amount not to exceed One Million One Hundred Twenty-two Thousand Four Hundred Fifty-seven Dollars (\$1,122,457.00); and

WHEREAS, the Village Council finds that approval and selection of Sea & Shoreline 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 Selection. The Village Council hereby approves the selection of Sea & Shoreline to complete the Project at Canal 116.

Section 3. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with Sea & Shoreline (the "Agreement"), substantially in the form attached hereto as Exhibit "1", for the completion of the Project utilizing the engineered construction plans provided by the Village.

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 design and installation of the Project.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Agreement with Sea & Shoreline 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 _____

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

Exhibit 1

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 20__, between:

ISLAMORADA, VILLAGE OF ISLANDS

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

and

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

CONTRACT NO. _____

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 provide backfill of Canal 116 located in Plantation Key, Village of Islamorada, Florida. (the "Project").

Section 1.02 On December 16, 2022, the VILLAGE issued Request for Proposals No. 22-16 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. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

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 one 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 _____ **Dollars (\$____.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: Name/Title
Company name
Street Address
City, State, Zip Code
E-mail

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. 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 state or federal grant. Neither the United States, the State of Florida 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 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) SUSPENSION AND DEBARMENT – *Signed and submitted with proposal*
- (b) BYRD ANTI-LOBBYING AMENDMENT – *Signed and submitted with proposal*

[Signature Page To Follow]

[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

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

Dear Islamorada Village Clerk,

Sea & Shoreline, LLC is pleased to submit a quote for the Canal 116 Backfill Restoration Project RFP 22- 16.

Sea & Shoreline is an experienced FL-based marine contractor that has completed over 150 environmental restoration projects. Our services include dredging, dewatering, turbidity monitoring, excavation, seagrass restorations, oyster reefs, artificial reefs, shoreline stabilizations, lake bank restorations, living shorelines, wave attenuation devices, and more.

We have been awarded projects in varying sizes up to \$42 million throughout the state of Florida, including those at Kings Bay/Crystal River, Homosassa River, Caloosahatchee River, Indian River Lagoon, City of Holmes Beach, City of Fort Walton Beach, St. Andrew Bay, Blue Springs, Florida Power & Light, and more. Our team of experienced and credentialed marine biologists, dredgers, divers, geotextile experts, and other marine construction professionals hold degrees and certifications in their respective fields and are highly qualified to perform the Canal Backfill Restoration for the Village of Islamorada.

This proposal remains in effect for ninety (90) days. For more information, please visit seaandshoreline.com. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Chris Colli".

Christopher Colli
Director of Procurement
christopher@seaandshoreline.com
813-810-2364

2. Company Overview: Provide an overview of the company detailing the total number and expertise of professional staff that would be assigned to the project, describing staff credentials, and identifying office locations and staff assigned to those offices throughout the Florida Keys or the nearest locations to the Florida Keys.

Sea & Shoreline's offices are located at the following addresses:

4331 Cockroach Bay Road
Ruskin, Florida 33570

P.O. Box 783549
Winter Garden, Florida 34778

All team members will temporarily relocate for the duration of the project.

Proposed Project Staff:

The following team consisting of 5 Sea & Shoreline employees will be assigned to work on the Canal 116 Backfill Restoration Project:

Andy Risi, PhD– VP of Project Management/Geologist – Andy oversees the scheduling and execution of all projects. He is also a geologist and can handle any necessary geological components of the project.

Kevin Perry– Field Project Manager – Kevin oversees the execution of construction-based projects. He will ensure all deliverables are attained, completing all tasks diligently, efficiently, and safely.

Rowdy Driggers – Heavy Equipment Operator – Rowdy will manage and operate heavy equipment, including cranes, barges, excavators, and track-hoe needed for the project.

Nathan Saunders – Project Coordinator / Crew - Nathan is responsible for producing CAD drawings and designs as applicable for individual projects.

Barchan Rodgers - GIS Analyst / Crew - Barchan is responsible for all surveying/mapping and any other GIS needs as applicable for individual projects.

3. Project Management Experience/Project Examples:

a) Detail the qualifications and experience of the contractor and the services offered.

Sea & Shoreline, LLC is a Florida-based marine construction and aquatic restoration firm with two decades of experience restoring fresh and saltwater habitats to healthy and self-sustaining ecosystems. Our services include sediment removal through mechanical and hydraulic dredging, seagrass/submerged aquatic vegetation restorations, oyster reef restorations, propeller scar restorations, living shorelines, vegetated retaining walls, wetland planting, and mitigation banking.

Sea & Shoreline has been awarded over 150 projects throughout the state of Florida including projects at Kings Bay/Crystal River, Caloosahatchee River, Indian River Lagoon, Merritt Island, Lake Trafford, St. Andrew Bay, McKay Bay, and many more. Our team of experienced and credentialed marine biologists, aquaculture growers, divers, and marine construction professionals hold degrees and certifications in their respective fields.

Sea & Shoreline can handle all aspects of marine construction from surveying, permitting, creation of a dredged materials management area, sediment removal through hydraulic and/or mechanical dredging, dewatering through the use of Geotubes, installation and monitoring of turbidity screens, hauling to an upland site, and restoration of the dewatering site. We use a Differential Global Positioning System (DGPS) to help ensure dredging accuracy.

We have built long-term partnerships with state and federal agencies and organizations as well as other environmental firms that aid in funding, permitting, contracting, and site preparation. We currently have established relationships with FWC, FDEP, ACOE, USCG, and more.

Sea & Shoreline keeps detailed records of all project work and provides its clients with timely reports at scheduled intervals. An engineer typically verifies and signs off on our project work before any invoice is generated.

Sea & Shoreline is accustomed to working in areas with endangered species and ensures compliance is met for all environmental conditions. We are also accustomed to working in canals in residential areas and take care to inform homeowners of procedures in process and to protect boat lifts and seawalls.

b) Provide examples of completed similar projects completed.

Save Crystal River

Location: Crystal River, Florida

Project Description: Mechanical Dredging Canal 285 -Algae Detrital Material Removal

Date Work was Completed: 3/15/2020

Square Feet: 130,690

Contract Amount: \$905,903.00

Contact: JoAnne Coop, Phone: (352) 220-3365, Email: jcoop@savecrystalriver.com

Citrus County

Location: Crystal River, Florida

Project Description: Mechanical Dredging- Algae Detrital Material Removal

Date Work was Completed 3/15/2020

Square Feet: 650,000.00

Contract Amount: \$322,500.00

Contact: JoAnne Coop, Phone:(352) 220-3365, Email: jcoop@savecrystalriver.com

West Coast Inland Navigation District

Location: Bradenton, Florida (Manatee County)

Project Description: Dredging of the Palma Sola Boat Ramp - Mechanical Dredging - Sediment and Sand

Date Work was Completed: July 16, 2020

Cubic Yards: 175

Contract Amount: \$37,170.00

Contact: Jeff Devine, Phone: (941) 485-9402, Email: jeff@wcind.net

Marquesas

Location: Pinellas County

Project Description: Sandfill and Seagrass Mitigation

Date Work was Completed: 6/2022

Cubic Yards: 1060

Contract Amount: \$522,500

Contact: Nick Napolitano, Phone: (941) 587-2631, Email: nick.napolitano@ophotels.com

Sebastian Inlet

Location: Sebastian Inlet (Brevard County)

Project Description: Shoreline Stabilization- the excavation and rehabilitation of approximately 655 linear feet of continuous shoreline

Date Work was Completed: November 2022

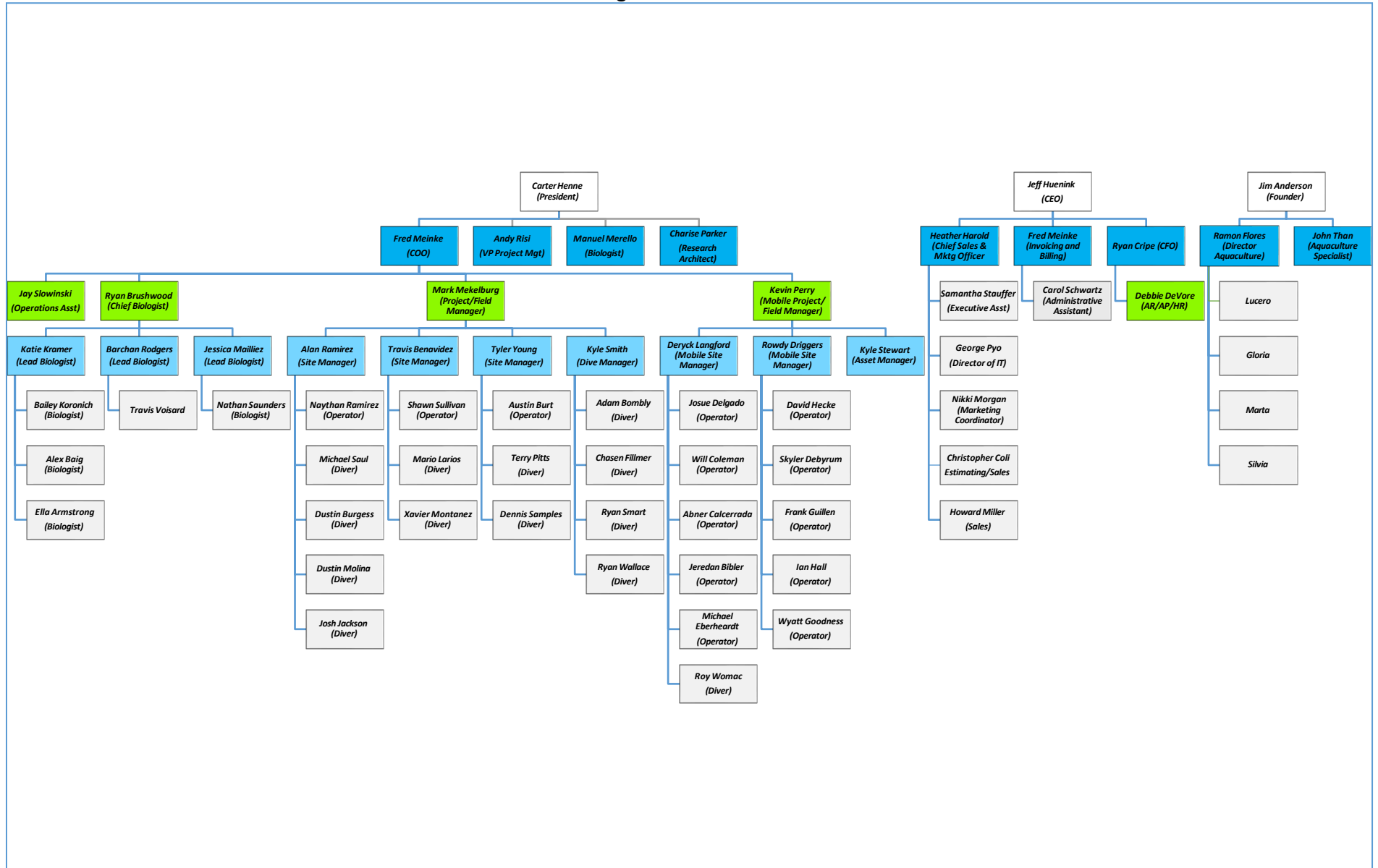
Contract Amount: \$1,137,093

Contact: James Gray, Phone: (321) 724-5157, Email: jgray@sitd.us

C) Please see Organizational Chart on the following page



Organizational Chart



3. **Project Approach:** present your approach towards carrying out the scope of services required.

Mobilization:

- Turbidity curtains and erosion control per the plans and specifications shall be installed before equipment arrival.
- Install fence.
- Equipment delivery to site: The excavator and other equipment will be delivered to the staging area. The crew will be available to receive and set up equipment. Connex, toilet, and supplies will be provided to the staging area.
- Splash: Shortly after the equipment is delivered to the site, a crane truck transporting the barges will arrive at the staging area location, where they will be lowered "Splashed" into canal 28. Pins will connect the Barges, spud wells will be installed, and spuds will be inserted to stabilize the barge. Finally, the crane truck will lift the excavator from the staging area and lower it onto the barge. The barge will be large enough to hold backfill material and equipment.
- The push boat will be attached to the barge to push the barge.

Dredge

- The backfill material will be delivered to the staging location daily. We have secured a hauler who can run three trucks per day. Each truck will make approximately 5 trips.
- The Quarry is approximately 25 miles away.
- The loader at the staging area will drop approximately 50 Tons of backfill material on the barge. We anticipate averaging 5 trips per day back and forth from the staging area to the backfill location in the canal.
- The site superintendent will deliver a safety briefing daily, complete a weather report, review and update hauling logs, and maintain a clean site.
- The survey team will survey weekly and provide a progress report to the county representative.
- Pay apps will be requested bi-weekly or monthly.

Demobilization

- Remove heavy equipment and barges
- Remove fence and erosion control
- Level and grade site
- Install grass or seed to stabilize loose soil
- Final punch and sign-off of project

- 4. Contractor References:** Provide at least three (3) clients, preferably municipalities, for whom the contractor has completed similar projects within the last two (2) years. The references should include the name, address, telephone number, and email address of a contact person for each reference cited. References will be verified.

Save Crystal River

Name: JoAnne Coop

Address: P.O. Box 2258, Crystal River, Florida 34423

Telephone: (352) 257-6359

Email: jcoop@savecrystalriver.com

Marquesas

Name: Nick Napolitano

Address: 1001 East Atlantic Avenue, Delray Beach, FL 33483

Telephone: (941) 587-2631

Email: nick.napolitano@ophotels.com

Sebastian Inlet

Name: James Gray

Address: 114 6th Avenue, Indialantic, FL 32903

Telephone: (321) 724-5157

Email: jgray@sitd.us

5. Cost Proposal: Complete and submit the bid tab provided as Exhibit "A".

See attached on the following page

UNIT PRICE PROPOSAL SHEET

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$160,000.00	\$160,000.00
2	Maintenance of Traffic (Furnish and Install)	1	LS	\$30,000.00	\$30,000.00
3	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)	1	LS	\$30,000.00	\$30,000.00
4	Floating Turbidity Barrier (Furnish and Install)	1	LS	\$18,000.00	\$18,000.00
5	Fill Material (Furnish and Install)	5,771	CY	\$32.00	\$184,672.00
6	Sand Fill (Furnish and Install)	4,654	CY	\$40.00	\$186,160.00
7	Trucking of Fill Material	10,425	CY	\$45.00	\$469,125.00
8	Construction Surveys	1	LS	\$20,000.00	\$20,000.00
9	Rehabilitation of Temporary Staging Area to Original Condition	1	LS	\$20,000.00	\$20,000.00
10	Owner Allowance (Mitigation)	1	LS	\$4,500	\$4,500

Bid Total: **\$1,122,457.00**

Contractor
Company Name

Sea & Shoreline LLC

Contractor
Signature:



6. *Timeline:* Provide a timeline to include the contractor's best estimate of the number of calendar days to complete the Canal 116 Backfill Restoration Project.

Mob- 10 days (MOT, temp staging, erosion control, turbidity)

Fill Canal- 30 days

Survey- 2 days

Site Restoration- 5 days

Demobilization- 3 days

Totaling 50 days

7. **Ability to obtain Bonds:** Provide written acknowledgement of the proposer's ability to obtain Performance and Payment Bonds, each in an amount at least equal to the Contract Price.
8. **Insurance to be provide after award of contract:** The contractor shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Village within fifteen (15) days after award of contract, with Village Council listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected contractor. Policies shall 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.
9. **State and Local Authorization to Transact Business:** Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida. The contractor must be fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.
10. **Contract Terms.** Complete and sign the following: DEBARMENT AND SUSPENSION and BYRD ANTI-LOBBYING AMENDMENT. The required forms are found in section XIV of this document.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the 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

Christopher Colli, Director of Procurement

Name and Title of Authorized Certifying Official

1/23/2023

Date

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

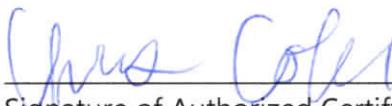
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

Christopher Colli, Director of Procurement

Name and Title of Authorized Certifying Official

1/23/2023

Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RISI, JOHN ANDREW

SEA & SHORELINE LLC
4331 COCKROACH BAY ROAD
RUSKIN FL 33570

LICENSE NUMBER: CGC1519354

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



FLORIDA SURETY BONDS, INC.

620 N Wymore Road Suite 200
Maitland, FL 32751
(407) 786-7770 ♦ Fax (407) 786-7766

Toll Free (888) 786-BOND
www.FloridaSuretyBonds.com
Kim@FloridaSuretyBonds.com

January 17, 2023

RE: Sea & Shoreline, LLC

To Whom It May Concern,

We are the surety agents for Sea & Shoreline, LLC. Bonds are currently written through Merchants Bonding Company (Mutual)/Merchants National Bonding, Inc., which is Best Rated "A, VIII" and has a Treasury Listing of \$21,063,000.

We anticipate no difficulties in providing surety bonds for Sea & Shoreline, LLC in the \$5,000,000 single and \$15,000,000 aggregate range. We would be more than willing to provide the necessary performance and payment bonds for our contractor; however, it must be understood that our ability to provide any surety credit is based upon normal and standard underwriting criteria at the time of their request.

This letter is not an assumption of liability, nor is it a bid, performance and/or payment bond. It is issued only as a bonding reference requested by our client. Neither our agency, nor the surety, are liable for any damages relating to this letter or project.

Please do not hesitate to contact this office if you have any questions at all.

Sincerely,

Kim E. Niv
Vice President

Canal 116				
WBS	Name	Start	Duration	% Done
1	Canal 116 Backfill Restoration 2022	2023-06-05 00:00	58 days	0
1.1	Mobilization	2023-06-05 00:00	15 days	0
1.2	Fill Canal	2023-06-23 23:49	30 days	0
1.3	Site Restoration	2023-08-04 23:25	10 days	0
1.4	Demobilization	2023-08-18 23:17	3 days	0



Council Communication

To: Mayor and Village Council
From: Vince Tarves, Systems Engineer
Date: July 6, 2023
SUBJECT: **Resolution Approving Purchases from SHI International Corp. for FY 2022-2023 - TAB 9**

Background:

At its meeting on June 18, 2020, the Village Council adopted Resolution No. 20-06-49 approving the purchase of three (3) Nutanix Enterprise Cloud Servers and two (2) Cisco Nexus Switches from SHI International Corp. ("SHI") for \$90,872.08 to create an on-premises cloud cluster containing one (1) block with three (3) nodes to host the Village's servers and upgrade the Village's aging computer server infrastructure. This infrastructure allows the Village's servers to continue normal operations in the event of a hardware failure. A hardware failure occurred in August of 2022 where a host failed, and all Village servers kept running while the IT & Communications Department was alerted to the problem and worked with Nutanix to get the replacement in-house the next business day. Nutanix did exactly what it was supposed to do. Once the IT & Communications Department replaced the faulty hardware, operations returned to normal without any interruptions to Village business.

At its meeting on May 12, 2022, the Village Council adopted Resolution No. 22-05-33 approving a three (3)-year agreement with SHI for Nutanix Xi-Leap Disaster Recovery and Business Continuity to protect the new Nutanix cluster hosting the Village's mission-critical services. The service cost \$79,191.31, and is being expensed over three fiscal years. In FY 2022-2023, almost \$23,000.00 has been expensed to the Professional Services account of the IT & Communications Department in the General Fund for this previously approved service.

Analysis:

The above-described Nutanix Cluster is currently running at the upper end of the capacity threshold able to handle a hardware failure in order to keep all virtual servers running and to add any additional virtual servers that may be required. The IT & Communications Department is currently working on a few projects that will require more resources and additional virtual servers to help other departments be more efficient. The threshold limitation of the current system is also limiting the IT & Communications Department's ability to test failover to our disaster recovery service in the event of a natural disaster, security breach or other event that takes Village Hall off-line, like a fire in the electrical room. Testing this service is critical to keeping the Village operational on a continuous basis.

The IT & Communications Department received a quote from SHI for \$27,993.61 to add another a single node server block. The attached Resolution would authorize Village staff to issue a purchase order to SHI International Corp. (SHI) to purchase the equipment listed in the quote in Exhibit "B" to the Resolution, which is attached. In 2020, the Village received three

quotes for the server upgrade project, and the Council approved selection of SHI, which provided the lowest cost quote. It is important to utilize the same vendor for the Nutanix equipment for continuity. Therefore, staff is requesting a waiver of competitive bidding at this time and approval of the cost quote from SHI.

The attached Resolution would approve the quote from SHI for the Nutanix expansion and would also ratify payments for license subscriptions to SHI previously budgeted for and other operating supplies through June 25, 2023 in the amount of \$26,331.04 (Exhibit "A" to the Resolution). The Resolution would also provide for an additional amount of \$15,000.00 for other minor purchases as needed for the network infrastructure through the end of the fiscal year. Effectively, the total approval in purchases from SHI authorized in this Resolution for FY 2022-2023 would be \$69,324.65.

Staff was delayed in bringing the comprehensive SHI item to the Village Council for approval due to efforts to negotiate the single node server block quote and lower it from an initial amount of over \$35,000.00. In the meantime, other purchases from SHI were needed to maintain licenses for existing equipment and software applications.

Budget Impact:

The Village's FY 2022-2023 adopted Capital Project Fund budget includes \$50,000.00 for capital purchases for the IT & Communications Department. As of June 23, 2023, the IT & Communications Department has used \$8,669.50 for capital purchases leaving \$41,330.50 for the Nutanix expansion request in the amount of \$27,993.61, (Exhibit "B" to the Resolution).

In FY 2022-2023, the Village has made \$26,331.04 in individual payments to SHI for continuation of license subscriptions and purchase of operating supplies needed to maintain its computer infrastructure (Exhibit "A" to the Resolution). These payments are expensed to various operating accounts primarily in the General Fund. The license subscription renewals were contemplated when preparing the FY 2022-2023 budget.

Staff Impact:

IT & Communications Department staff would work with Nutanix to install the block. IT staff would continue to be responsible for monitoring the servers and addressing issues as they arise.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving the purchase of the Nutanix Single Node Block and other purchases in FY 2022-2023 from SHI International Corp.

- Attachments:**
1. Reso_SHI_070623 RVCM (FINAL)
 2. Ex A_FY22-23 SHI Pmts through 062523
 3. Ex B_SHI Quote-23633651

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM SHI INTERNATIONAL CORP. FOR FY 2022-2023 THROUGH JUNE 25, 2023; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2022-2023; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of development and maintenance of its computer network and server infrastructure, Islamorada, Village of Islands (the "Village"), purchases Nutanix servers and other equipment and services from SHI International Corp. ("SHI") on an as-needed and emergency basis; and

WHEREAS, the Village has paid SHI \$26,331.04 in FY 2022-2023 through June 25, 2023, set forth in Exhibit "A" attached hereto (Exhibit "A"); and

WHEREAS, the Village estimates it will need to make an additional \$15,000.00 in purchases from SHI through the remainder of FY 2022-2023, which ends on September 30, 2023; and

WHEREAS, the Village needs to expand the capacity of its computer server infrastructure and received a cost quote from SHI in the amount of \$27,993.61, set forth in Exhibit "B" attached hereto (Exhibit "B"); and

WHEREAS, pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended to a single vendor in any single year is \$25,000.00 or more shall be awarded by the Village Council; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that ratification of purchases of \$26,331.04 from SHI described in Exhibit "A," approval of

additional purchases from SHI in the amount of \$15,000.00 through fiscal year ending September 30, 2023, approval of a quote of \$27,993.61, set forth in Exhibit "B" to expand the Village's Nutanix server infrastructure, and waiver of competitive bidding for the purchases are 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 Expenses. The Village Council hereby approves and ratifies the following: 1) purchases in FY 2022-2023 through June 25, 2023, in the amount of Twenty-six Thousand Three Hundred Thirty-one and 04/100 Dollars (\$26,331.04) from SHI (Exhibit "A"); 2) purchases of equipment needed for expansion of the Nutanix system in the amount of Twenty-seven Thousand Nine Hundred Ninety-three and 61/100 Dollars (\$27,993.61) from SHI (Exhibit "B"); and 3) an additional Fifteen Thousand and no/100 Dollars (\$15,000.00) in parts and services from SHI through September 30, 2023.

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 purchases as set forth herein.

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 purchases as set forth herein.

Section 5. **Waiver of Competitive Bidding.** In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive bidding provisions of the Village Code for these purchases.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.
Motion to adopt by _____, second by _____.

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

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

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER, 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



Islamorada, Village of Islands

Vendor History Report
By Vendor Name

Posting Date Range 10/01/2022 - 06/25/2023

Payment Date Range 10/01/2022 - 06/25/2023

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number		Account Name	Dist Amount					
Vendor Set: 01 - Vendor Set 01								26,331.04	0.00	0.00	0.00	26,331.04	26,331.04
0859 - SHI INTERNATIONAL CORP.													
B15959729	Veeam Backup Licenses			10/13/2022		82527	10/13/2022	4,128.60	0.00	0.00	0.00	4,128.60	4,128.60
	Veeam Backup Licenses	0.00	0.00	4,128.60	001-0700-519-54		Dues & Subscriptions	4,128.60					
B16003327	Smart UPS for servers and NAS			11/3/2022		82681	11/4/2022	4,380.96	0.00	0.00	0.00	4,380.96	4,380.96
	Smart UPS for servers ai	0.00	0.00	4,380.96	001-0700-519-52		Operating Supplies	4,380.96					
B16371150	Fortinet Firewall Renewal 1/11/23-2/11/24 1/26/2023					83303	1/26/2023	10,560.00	0.00	0.00	0.00	10,560.00	10,560.00
	Fortinet Firewall Renew	0.00	0.00	10,560.00	001-0700-519-54		Dues & Subscriptions	10,560.00					
B16595375	WiFi Access Point for Great Lawn			3/30/2023		83777	3/30/2023	1,878.48	0.00	0.00	0.00	1,878.48	1,878.48
	WiFi Access Point for Gr	0.00	0.00	1,878.48	001-1300-572-41		Communications	1,878.48					
B16715640	Fortinet Analysis Maintenance 3/22/23 - 4, 4/27/2023					83977	4/27/2023	2,053.00	0.00	0.00	0.00	2,053.00	2,053.00
	Fortinet Analysis Mainte	0.00	0.00	2,053.00	001-0700-519-54		Dues & Subscriptions	2,053.00					
B16798820	Adobe Acrobat Renewal			5/18/2023		84123	5/18/2023	3,330.00	0.00	0.00	0.00	3,330.00	3,330.00
	Adobe Acrobat Renewal	0.00	0.00	3,330.00	001-0700-519-54		Dues & Subscriptions	3,330.00					
Vendors: (1) Total 01 - Vendor Set 01:								26,331.04	0.00	0.00	0.00	26,331.04	26,331.04
Vendors: (1) Report Total:								26,331.04	0.00	0.00	0.00	26,331.04	26,331.04



Pricing Proposal
Quotation #: 23633651
Created On: 6/26/2023
Valid Until: 7/26/2023

FL-Islamorada Village of Islands

Vince Tarves

86800 Overseas Highway
FL 3
Attn: AP
Islamorada, FL 33036
United States
Phone:
Fax:
Email: vince.tarves@islamorada.fl.us

Inside Account Executive

Thomas Morrow

290 Davidson Ave Somerset, NJ 08873
Phone: 732-564-8522
Fax: 732-564-8224
Email: Thomas_Morrow@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Subscription, Acropolis AOS Pro Software License Production Software Support Service Nutanix - Part#: SW-AOS-PRO-PRD	1	\$15,202.21	\$15,202.21
2 Subscription, Acropolis AOS Pro Software License Production Software Support Service for 1 CPU core Nutanix - Part#: L-CORES-PRO-PRD	16	\$0.00	\$0.00
3 Subscription, Acropolis AOS Pro Software License Production Software Support Service for 1 TiB of flash Nutanix - Part#: L-FLASHTIB-PRO-PRD	4	\$0.00	\$0.00
4 Term in months Nutanix - Part#: TERM-MONTHS	30	\$0.00	\$0.00
5 24-7 Production Level HW Support for Nutanix HCI appliance Nutanix - Part#: S-HW-PRD	1	\$822.33	\$822.33
6 Support Term in Months Nutanix - Part#: SUPPORT-TERM	30	\$0.00	\$0.00
7 NX-1165N-G8, 1 Node; 2x Intel XeonSilver 4309Y processor (2.8 GHz/ 8- core/ 105W, Ice Lake) per node Nutanix - Part#: NX-1165N-G8-4309Y-CM	1	\$6,994.62	\$6,994.62
8 32GB Memory Module (3200MHz DDR4 RDIMM) Nutanix - Part#: C-MEM-32GB-3200-CM	12	\$163.51	\$1,962.12
9 8 TB 3.5" HDD Nutanix - Part#: C-HDD-8TB-AA-CM	2	\$225.63	\$451.26
10 3.84 TB SSD	1	\$695.22	\$695.22

11	LOM Module: Broadcom 10GbE, 2- port, Base-T NIC (BCM 57416) Nutanix - Part#: C-LOM-10G2D1BT-CM	1	\$247.97	\$247.97
12	25GbE 2-port, SFP28 Network Adapter (Intel XXV710-DA2) Nutanix - Part#: C-NIC-25G2B1-CM	1	\$421.64	\$421.64
13	2200 W Power supply unit Nutanix - Part#: C-PSU-2200-TR2-CM	2	\$585.42	\$1,170.84
14	C13/C14, 10A, 4ft Power cord Nutanix - Part#: C-PWR-4FC13C14A-CM	2	\$12.70	\$25.40
			Shipping Total	\$0.00 \$27,993.61

Additional Comments

Nutanix has a no returns policy.

The following EULA applies to all Nutanix items on this quote:

- Your use of the software is subject to the Nutanix customer agreement at <https://www.nutanix.com/legal/eula>

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

- By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.
- By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology ("Items") it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Council Communication

To: Mayor and Village Council
From: Maria Bagiotti, Founders Park Director
Date: July 6, 2023
SUBJECT: **Resolution Approving Work Authorization No. 5 with CPH for Professional Engineering Services for Certification of Founders Park Solar Streetlights - TAB 10**

Background:

Islamorada Founders Park, located at 87000 Overseas Highway, is the center of the Village's Park system, offering sports, recreation, and aquatic programs, special events, recreational facilities, amphitheater, beach, and pathways. Also located within Founders Park are the office for the Parks and Recreation Department and for the Public Works Department, the Village Administrative and Safety Headquarters, Founders Park Community Center and Council Chambers, and Plantation Yacht Harbor Marina. The Park hosts many evening programs, events, meetings, and general facility use which require adequate street lighting for public safety and security.

Founders Park has 77 streetlights located throughout the property. In 2012, the Village received federal grant funds to convert the conventional electric power source streetlights to solar technology, including new posts and fixtures meeting the specifications of Florida Building Codes at that time.

Currently, most of these fixtures are inoperable, antiquated, and in need of replacement. Due to the age of the components including the solar panels, charger controllers, batteries, and the LED fixtures, they are in constant need of repair. There are limited technical service options because of the unavailability of parts. With changes in the Florida Building Codes requiring increased wind load ratings and advancements in solar technology, Professional Engineering (PE) Services will be necessary to review current conditions, certify existing light poles and provide specifications for the replacement of new solar light fixtures before the Village can proceed with a bid process to replace the solar lighting fixtures.

Analysis:

Effective August 14, 2020, the Village and CPH, LLC ("CPH"), entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional engineering and architectural services resulting from a competitive bid process to create a library of engineers, architects, and surveyors for the Village. For completion of the needed PE services, staff requested a scope of work and cost proposal from CPH in accordance with the current CSA.

Exhibit "1" to the attached Resolution is proposed Work Authorization No. 5 between the Village and CPH for the PE services for the solar streetlight replacement project at a cost not

to exceed \$15,500.00.

Work Authorization No. 5 would become effective upon full execution by both parties through August 9, 2025, when the CSA terminates. Under this agreement, outlined in the Scope of Services within Exhibit "1", CPH will provide the following professional engineering services: on-site inspections of all 77 light poles, structural assessment of all 77 light poles, electrical assessment of all 77 light poles; provide Engineering Certification to utilize the existing light poles and/or recommendations for improvements to the light poles required to meet code; propose recommendation for implementing new solar fixtures complying with NEC 410.6 and rated for 180 MPH, exposure D wind loads.

The Village has the following other Work Authorizations open with CPH under the CSA, which was approved through adoption of Resolution No. 20-06-50 as a result of RFQ 20-03:

WA #	Purpose/Project	Council Res #	NTE Amount	Spent to
Date	Remaining			
2	Green Turtle Hammock	21-04-		
35	\$129,945.00 \$120,401.70	\$9,543.30		
3	Breakwater Restoration	21-10-		
104	\$101,190.00 \$96,190.00	\$5,000.00		
4	Green Turtle Hammock	23-05-		
47	\$45,135.00 \$0.00	\$45,135.00		

Budget Impact:

The Village's FY 2022-2023 adopted budget includes \$350,000.00 in the Capital Project Fund to replace the solar streetlight fixtures in Founders Park. Local Government Discretionary Sales Surtax accounted for in the Capital Project would be the revenue source for payment of Work Authorization No. 5. The results of CPH's analysis of the light poles would be presented to the Village Council at a future meeting before an RFP to replace the solar lights is published. If the Village opts not to proceed with the solar lighting replacement project, then the expense would be transferred to the Professional Services expense account of the Parks and Recreation Department in the General Fund.

Staff Impact:

The Founders Park Director would work with CPH to assist with any engineering questions or issues that arise with the project.

Recommendation:

Staff recommends that the Village Council approve and adopt the attached resolution, thereby authorizing Work Authorization No. 5 with CPH for services and approving the related expenditure of \$15,500 from FY 2022-2023 Parks and Recreation Capital Project Fund.

Attachments:

1. Reso_CPH_WA#5_Solar Light Poles at Founders (FINAL)
2. Ex 1 to WA5_CPH Proposal_Founders Park - Light Pole Certification

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 5 WITH CPH, LLC FOR ENGINEERING PROFESSIONAL SERVICES TO CERTIFY SOLAR LIGHT POLES IN FOUNDERS PARK; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 5 UNDER THE EXISTING AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION NO. 5; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") owns Founders Park located at 87000 Overseas Highway; and

WHEREAS, in 2012, the Village received federal grants funds to install seventy-seven (77) solar light poles and fixtures within Founders Park; and

WHEREAS, the Village's FY 2022-2023 adopted budget included \$350,000.00 in the Capital Project Fund to for a project to replace the solar light fixtures on all of the seventy-seven (77) light poles in Founders Park; and

WHEREAS, the Village is in need of an independent contractor to examine, analyze, and inspect the light poles to certify that they meet current and updated building codes and wind load requirements to accommodate replacement solar light fixtures (the "Project"); and

WHEREAS, pursuant to RFQ# 20-03, the Village entered into a current Continuing Services Agreement with CPH, LLC ("CPH") for professional engineering and architectural support services ("CSA"); and

WHEREAS, the Village pursuant to the CSA sought the expertise of CPH to develop a "Scope of Services" for this Project, as detailed in Exhibit "1" to Work Authorization No. 5 attached hereto as Exhibit "A;" and

WHEREAS, CPH is willing to perform the Services for the Project as outlined in the Scope of Services, attached as Exhibit "1," to Work Authorization No. 5 in an amount not to exceed Fifteen Thousand Five Hundred and no/100 Dollars (\$15,500.00); and

WHEREAS, Village staff has identified the Local Government Discretionary Sales Surtax 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 No. 5 attached hereto as Exhibit "A" with CPH for the Services 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. 5 with CPH, attached as Exhibit "A," for completion of the Project.

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 No. 5.

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 No. 5.

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, INTERIM VILLAGE ATTORNEY



**PROFESSIONAL ENGINEERING SERVICES
FOR THE
ISLAMORADA, VILLAGE OF ISLANDS
FOUNDERS PARK – SOLAR LIGHT POLE CERTIFICATION**

CPH, LLC. has prepared this proposal to provide professional services for the above referenced project. This Agreement is composed of details of the services to be performed. Islamorada, Village of Islands herein called the “CLIENT”, and CPH, LLC. as the “CONSULTANT”.

PROJECT DESCRIPTION

CPH hereby proposes to review existing conditions, certify existing light poles, and provide specifications for the replacement of solar light fixtures for approximately seventy-seven (77) light poles at the Village’s Founders Park. It is assumed the Village will provide all relevant documents of the existing light poles in order to perform an assessment.

SCOPE OF SERVICES

TASK A – STRUCTURAL ASSESSMENT

CPH shall perform one structural site visit to document conditions of existing light poles at Founders Park. CPH shall review available documents, plans, as-builts, building permits, etc, as needed to verify the original design intent and construction of the existing light poles. CPH shall review current Village of Islamorada, Monroe County, and Florida codes, and compare to the existing design intent of the light poles. Based on review, CPH shall provide Engineering Certification to utilize the existing light poles and/or recommendations for improvements to the light poles required to meet code.

TASK B – ELECTRICAL ASSESSMENT AND PLAN

CPH shall perform one photometric analysis of the existing light poles and surrounding area within Founders Park, evaluate existing light poles and fixtures, and propose recommendations for implementing new solar fixtures complying with NEC 410.6 and rated for 180 MPH, exposure D wind loads.



SERVICES NOT INCLUDED

The following services are not anticipated and not included in this Agreement at this time:

- Surveying Services
- Geotechnical Services

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

COMPENSATION

CPH will perform the Scope of Services contained in this Agreement as lump sum total per the below breakdown of tasks. The project total **\$15,500.00** including expenses per Village guidelines.

Islamorada, Village of Islands Founders Park - Solar Light Pole Certification Engineering Professional Services - Scope and Fee		
TASK	DESCRIPTION	Cost by Task
A	STRUCTURAL ASSESSMENT	\$7,500.00
B	ELECTRICAL ASSESSMENT AND PLAN	\$6,500.00
PROJECT SUB-TOTAL		\$14,000.00
EXPENSES (NTE)		\$1,500.00
PROJECT TOTAL		\$15,500.00

CPH, INC. AUTHORIZATION

By: 

Kyle Bechtelheimer, P.E.
Vice President / Associate

Date: 6/12/2023



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: July 6, 2023
SUBJECT: **Resolution Approving Amendment No. 2 to the Agreement with Tetra Tech, Inc., for Debris Monitoring Services and Adding Financial Recovery Assistance Services - TAB 11**

Background:

The Village advertised a Request for Proposals (RFP) for Debris Monitoring Services (RFP 17-06) from June 1, 2017 through July 7, 2017. Attachment B is RFP 17-06. At its regular meeting on August 3, 2017, the Village Council passed and adopted Resolution No. 17-08-52, thereby approving the final rankings and recommendations of the RFP 17-06 Review Committee. The Review Committee recommended the highest-ranked proposer, Tetra Tech, Inc. ("Tetra Tech"), for selection to provide debris monitoring services. Resolution No. 17-08-52 authorized the Village Manager and the Village Attorney to negotiate the terms and conditions of a Professional Services Agreement with Tetra Tech to be subsequently presented to the Village Council for its approval. At its regular meeting on September 6, 2017, the Village Council ratified a Professional Services Agreement with Tetra Tech that had been executed by the Village Manager on September 5, 2017, in anticipation of Hurricane Irma that was approaching the Florida Keys. Attachment C is the Agreement with Tetra Tech and includes portions of Tetra Tech's proposal in response to RFP 17-06 as Exhibit A.

In response to Hurricane Irma, the Village engaged Ashbritt, Inc., to provide debris management services and Tetra Tech, Inc., to provide debris monitoring services. The two companies successfully worked together to provide a high level of service to the Village. Article 11 of the Agreement with Tetra Tech does not specify a termination date and provides that the Agreement shall take effect as of the date of execution as shown therein and continue for such time as is contemplated by the Village.

On February 13, 2020, the Village Council adopted Resolution No. 20-02-13 approving Amendment No. 1 to the Agreement incorporating federal procurement language from 2 C.F.R. Part 200. Attachment D is a copy of Amendment No. 1.

Analysis:

During Hurricane Irma, Tetra Tech provided valuable debris monitoring services to the Village. As the 2023 Hurricane Season begins, the Village continues to need a contractor for debris monitoring services and for financial recovery assistance services to request cost reimbursement from the Federal Emergency Management Administration ("FEMA") and the Florida Department of Emergency Management ("FDEM") should a hurricane event occur. Tetra Tech is a leading, global provider of consulting and engineering services, and

they have 27,000 employees worldwide. Tetra Tech staff that have assisted the Village to date work primarily out of the Maitland, Florida, office. They continue to be responsive to the Village, and many of the same employees who assisted the Village in response to Hurricane Irma still work for Tetra Tech today.

Following Hurricane Irma, the Village retained the services of two firms for financial recovery assistance services and had to terminate both contracts before the reimbursement process was completed. Subsequently, Finance Department staff accepted responsibility to prepare and submit complex reimbursement requests and supporting documents to FEMA and FDEM. These duties were performed in addition to regular daily responsibilities of the Finance Department. Staff relied upon records and information maintained by Tetra Tech during the event and upon advice from Tetra Tech professionals on how best to respond to additional requests for information from FEMA and from FDEM.

In preparation for the 2023 Hurricane season, Tetra Tech provided an updated fee schedule for continuing debris monitoring services and adding financial recovery assistance services for Village Council consideration. The fees included in the 2017 Agreement reflect changes in pricing based on the change in the Consumer Price Index for All Urban Consumers (CPI-U) from April 2022 to April 2023, which is 5.5%. Attachment A is a Resolution to approve Amendment No. 2 to the Agreement with Tetra Tech, and Exhibit 1 to Amendment No. 2 is the proposed 2023 fee schedule.

Alternatively, the Village Council may opt to direct staff to go through a new bid process to seek proposals for debris monitoring services and for financial recovery assistance services. In that event, the Agreement with Tetra Tech would not be terminated until the new bid process is completed. Amendment No. 2 would still be needed to establish rates for 2023 should an event occur before a new bid process can be completed.

Budget Impact:

Payment for services under the Agreement does not occur unless an actual emergency or natural disaster event occurs and the Village issues a work authorization to the Contractor. The Village Council maintains 40% of budgeted expenditures in assigned fund balance in the General Fund for emergency response and recovery. As of September 30, 2022, this amount is estimated to be almost \$7.2 million. If a hurricane impacts Islamorada, staff would seek approval from the Village Council to issue a work authorization under the Agreement, to specify a not-to-exceed amount for the services, and to utilize assigned fund balance accordingly.

Attachment E is a summary of the Hurricane Irma reimbursement projects. Most are completed and closed or in the process of being closed. FEMA is still evaluating the Anne's Beach Boardwalk Replacement project and has yet to obligate the project.

Staff Impact:

Staff will work with the Contractor before a storm event occurs to ensure policies are in place and procedures are identified in preparation of a storm event or other disaster. Village staff at the direction of the Village Manager and Emergency Manager/Fire Chief would manage the contract, oversee contractor activities, and ensure that the Village's corresponding needs are met.

Recommendation:

It is recommended that the Village Council pass and adopt the Resolution (Attachment A), thereby approving execution of Amendment No. 2 to the Professional Services Agreement with Tetra Tech, Inc., for debris monitoring and financial recovery assistance services and that the Village continue its relationship with Tetra Tech, which has provided a high level of service to the Village historically.

- Attachments:**
1. 2_Att A_Reso_Amend 2_TetraTech Agrmt_070623 RVCM
 2. 3_Att B_RFP 17-06
 3. 4_Att C_Agrmt_TetraTech_Debris Monitoring
 4. 5_Att D_Res 20-02-13_Amend 1_Tetra Tech
 5. 6_Att E_Hurricane Irma Project Status

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., FOR DEBRIS MONITORING SERVICES AND ADDING FINANCIAL RECOVERY ASSISTANCE SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") secured the services of an experienced monitoring contractor capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from public property, public rights-of-way and at temporary debris staging and reduction sites, thereby ensuring the lawful disposal of all debris immediately after a hurricane or other natural or man-made disaster through Request for Proposals ("RFP 17-06"); and

WHEREAS, at its regular meeting on September 6, 2017 the Village Council ratified the Professional Service Agreement with Tetra Tech, Inc. ("Tetra Tech"), the highest-ranked firm for the services set forth in RFP 17-06, which was executed by the Village Manager on September 5, 2017 (the "Agreement"); and

WHEREAS, in performance of the services under the Agreement, Tetra Tech must comply as applicable with regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, standards and 2 C.F.R. Part 200; and

WHEREAS, at its meeting on February 13, 2020, the Village Council adopted Resolution No. 20-02-13 approving Amendment No. 1 to the Agreement incorporating federal procurement language from 2 C.F.R Part 200; and

WHEREAS, Article 11.2 of the Agreement provides that the Agreement shall take effect as of the date of execution as shown therein and continue for such time as is contemplated by the Village; and

WHEREAS, the Village and Tetra Tech desire to enter into Amendment No. 2 to the Agreement ("Amendment No. 2"), attached here to as Exhibit "A", to update the Fee Schedule and to add additional provisions to the Agreement; and

WHEREAS, the Village Council finds that approval of Amendment No. 2 to the Agreement with Tetra Tech 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 Amendment.** The Village Council of Islamorada, Village of Islands, hereby approves execution of Amendment No. 2 with Tetra Tech for debris monitoring services and for financial recovery assistance services.

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 Amendment No. 2.

Section 4. **Execution of Amendment No. 2.** The Village Manager is authorized to execute Amendment No. 2 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Amendment No. 2 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 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, second 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 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

**AMENDMENT NO. 2 TO
CONTINUING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
TETRA TECH, INC.**

THIS AMENDMENT NO. 2 to the Continuing Services Agreement ("Amendment No. 2") is made between **TETRA TECH, INC.**, a Florida corporation ("CONSULTANT") and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "VILLAGE").

WHEREAS, CONSULTANT and the VILLAGE entered into a certain Continuing Services Agreement (the "Agreement") effective September 5, 2017; and

WHEREAS, at its meeting on February 13, 2020, the Village Council adopted Resolution No. 20-02-13 approving Amendment No. 1 to the Agreement incorporating federal procurement language from 2 C.F.R Part 200 ("Amendment No. 1"); and

WHEREAS, the parties desire to enter into Amendment No. 2 to adjust the fee schedule and to add other relevant provisions to the Agreement, including updated pricing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in Amendment No. 2, CONSULTANT and the VILLAGE agree as follows.

Section 1. **Amendment to Exhibit A referenced in the Agreement.** The Agreement is amended to replace the hourly rates reflected on the Fee Schedule on pages 6-1 and 6-2 of Exhibit A attached to the Agreement with an updated Fee Schedule reflecting changes in pricing based on the change in Consumer Price Index for All Urban Consumers (CPI-U) from April 2022 to April 2023 (Exhibit 1).

Section 2. **Additional Provisions Included in the Agreement.** The following provisions are added to the Agreement:

13.16 **E-Verify.** CONSULTANT 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 Agreement. 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 CONSULTANT, CONSULTANT *may not be awarded a public contract for a period of 1 year after the date of termination.*

13.17 **Scrutinized Companies.**

(a) CONSULTANT 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 Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, 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, CONSULTANT 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 VILLAGE may immediately terminate this Agreement at its sole option if CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, 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) CONSULTANT 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 3. No Further Modifications. All other terms and conditions of the existing Agreement and Amendment No. 1 to the Agreement not in conflict or superseded by this Amendment No. 2 shall remain in full force and effect as if set forth herein.

Section 4. Effective Date. This Amendment No. 2 shall be effective upon execution by all parties.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties execute this Amendment No. 2 on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and CONSULTANT by and through its principal.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

Marne McGrath, Village Clerk

By: _____
Ted Yates, Village Manager

Date: _____

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Attest:

TETRA TECH, INC.

Secretary
Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

TETRA TECH, INC.
UPDATED RATE SCHEDULE
Islamorada, Florida
Debris Monitoring Services
RFP No. RFP-17-06

April 2022:	279.879
April 2023:	295.315
Increase Calculation:	295.315 (April 2023) - 279.879 (April 2022) = 15.436
	15.436 / 279.879 (April 2022) = <u>5.5% increase</u>

Positions - Debris Monitoring Services	Current Hourly Rate	CPI 5.5% Increase	CPI \$ Increase	Updated Hourly Rate w/ 5.5% CPI
Project Manager	\$75.00	5.50%	\$4.13	\$79.13
Operations Manager	\$62.00	5.50%	\$3.41	\$65.41
FEMA Coordinator	\$85.00	5.50%	\$4.68	\$89.68
Field Supervisor	\$42.00	5.50%	\$2.31	\$44.31
Data Manager/GIS	\$55.00	5.50%	\$3.03	\$58.03
Billing/Invoice Analyst	\$45.00	5.50%	\$2.48	\$47.48
Project Coordinator	\$34.00	5.50%	\$1.87	\$35.87
Disposal Site/Tower Monitor	\$34.00	5.50%	\$1.87	\$35.87
Field Coordinators/Collection Monitors	\$34.00	5.50%	\$1.87	\$35.87
Positions - Financial Recovery Assistance Services				
Administrative Assistant	\$42.00	5.50%	\$2.31	\$44.31
Research Assistant	\$51.00	5.50%	\$2.81	\$53.81
Analytical Aide/Surveyor	\$75.00	5.50%	\$4.13	\$79.13
Consulting Aide/Cost Estimator	\$85.00	5.50%	\$4.68	\$89.68
Junior Consultant	\$100.00	5.50%	\$5.50	\$105.50
Grant Management Consultant	\$115.00	5.50%	\$6.33	\$121.33
Senior Grant Management Consultant	\$125.00	5.50%	\$6.88	\$131.88
Supervising Consultant	\$145.00	5.50%	\$7.98	\$152.98
Program Manager	\$165.00	5.50%	\$9.08	\$174.08
Senior Program Manager	\$175.00	5.50%	\$9.63	\$184.63
Principal Consultant	\$190.00	5.50%	\$10.45	\$200.45
Subject Matter Expert	\$225.00	5.50%	\$12.38	\$237.38



Islamorada, Village of Islands, Florida

REQUEST FOR PROPOSALS DEBRIS MONITORING SERVICES (RFP-17-06)

Issue Date: June 1, 2017

Islamorada, Village of Islands, will receive formal Proposals for Debris Monitoring Services, per specifications and scope of services established from time to time, until **3:00 p.m. on June 30, 2017**.

Interested firms must submit sealed Proposal packages by certified mail or in person to:

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

It is the sole responsibility of the firm to ensure that their submittal is received in a timely manner. Any Proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish term contract(s) with one or more qualified contractor(s) for outsourced Debris Monitoring Services. Islamorada, Village of Islands (the "Village") seeking proposals from qualified firms to provide Disaster/Debris Monitoring Services and Financial Recovery Assistance.

II. OBJECTIVES

The objective of this RFP is to secure the services of an experienced monitoring contractor that is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris (other than household putrescible solid waste) from public property, public rights-of way and at temporary debris staging and reduction sites, in a timely and cost-effective manner thereby

ensuring the lawful disposal of all debris immediately after a hurricane or other natural or man-made disaster.

The Village is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris monitoring firm to provide services to the Village during disaster or emergency events.

III. BACKGROUND AND HISTORY

Islamorada, Village of Islands (the “Village”) is a municipality located within the Florida Keys and is comprised of four islands spanning 18 miles. The population is approximately 6,200, and the Village has almost 100 full-time employees. As a Florida municipality, the Village must operate within the guidelines of Florida Statutes relating to public records, public meetings and Sunshine laws. The Village undergoes an annual financial audit pursuant to Florida Statutes. Additionally, the Village must follow the guidelines of its purchasing ordinance when purchasing capital, supplies and services.

Facilities: The Village has one (1) three-story Administration and Public Safety Building (Village Hall), three (3) Fire Rescue Stations (one of which serves as the Emergency Operations Center), one Parks and Recreation Building, one Public Works area, one Marina office, and one Community Center that also serves as a Council Chambers from which Village Council meetings are broadcast. The Village also owns numerous conservation properties and passive park properties throughout the limits of the Village and outside the Village in Monroe County.

Departments and Staff: The Village employs approximately 100 full-time employees and approximately 20 seasonal / part-time employees in the following departments: Village Manager, Village Attorney, Village Clerk, Finance and Administration, IT and Communications, Building Services, Planning and Development Services, Code Compliance, Fire Rescue, Local Law Enforcement, Public Works and Transportation Maintenance, Parks & Recreation, Marina and Wastewater and Stormwater Utilities.

IV. SCOPE OF SERVICES

The contracted services shall include providing all necessary expertise, personnel, tools, materials, equipment, transportation, supervision and any/all other services and facilities for disaster response debris monitoring services including, but not limited to, providing documentation and monitoring for the lawful removal and disposal of all eligible storm-generated debris within the Village in accordance with this RFP and all applicable standards of the Federal Emergency Management Agency (“FEMA”), the Florida Department of Emergency Management (“FDEM”), the Federal Highway Administration (“FHWA”), the Florida Department of Transportation (“FDOT”), and any other cost reimbursing-entities in accordance with the Stafford Act, the Sandy Recovery Improvement Act and FEMA’s policies and guidelines; and providing an electronic records management system for the appropriate documentation of locations, types and

amounts for public assistance grant reimbursement. The successful proposer would be responsible for monitoring the recovery efforts of the Village's debris management contractor in the field.

The Village is seeking proposals from firms with related experience including:

- 1) At least three (3) years of experience in conducting disaster response debris monitoring support for hurricane debris removal operations;
- 2) Knowledge of and experience with FEMA and other public assistance agency reimbursement documentation requirements and procedures;
- 3) Experience providing services similar to those required in this RFP to at least one jurisdiction with a population of at least 10,000; and
- 4) Experience working on construction sites and familiarity with applicable site and debris removal safety regulations.

In order to fulfill the needs described above and meet the requirements for quick response and specialized services, the Village may retain more than one (1) qualified firm to perform the services described in the RFP, in whichever manner the Village deems most responsive to the Village's needs. No minimum quantity of work or compensation for the work will be assured to the firm(s) retained and the Village shall not be prevented in any manner from retaining other firms at its sole discretion.

The services rendered as a result of this RFP must meet rules and procedures for Federal grants, as provided for in The Uniform Rules in 2 C.F.R. Sections 200.317-200.326 in order to be eligible for reimbursement under the Public Assistance Program. The selected firm must be experienced and knowledgeable in FEMA and insurance reimbursement rules and procedures and must demonstrate such to the Village in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the Village from beginning to end to ensure maximum financial recovery for the Village.

The Village will issue a separate Request for Proposals for "Disaster Debris Removal and Disposal Services." The successful proposer for Disaster Debris Removal and Disposal Services cannot be employed or affiliated with the successful proposer for this RFP. Therefore, a proposer (including any employees or affiliated companies) can only submit a proposal for one of the two RFPs.

The Village reserves the following rights: 1) to assign work to various contractors at its sole discretion and dependent upon contractors' abilities to meet the Village's needs at the time of an event, 2) to approve all subcontractors hired by the contractor and/or to require the contractor to dismiss a subcontractor for cause, upon request, 3) to accept or reject any or all Proposals; to waive irregularities, technical errors and formalities, 4) to award a contract to other than the

lowest priced offeror, and 5) to select a qualified firm(s) to provide the Services as it deems will best serve the interest of the Village.

V. ELIGIBILITY CRITERIA

To be eligible for selection consideration, interested consultants/firms must submit one (1) original printed package, five (5) printed copies, and one (1) electronic copy provided by e-mail or on CD or flash drive. The electronic copy should be identical to the original printed package, in natively converted PDF format and should be labeled “Debris Monitoring Services (RFP-17-##).”

Proposal packages must contain the following information:

1. **Cover Letter:** Provide a cover letter introducing your firm and proposal.
2. **Company Overview:** Provide an overview of the company detailing the total number and expertise of professional staff, describing staff credentials, and identifying office locations and staff assigned to those offices throughout the Florida Keys or the nearest locations to the Florida Keys. Please note that the Village prefers to contract directly with prime entities and the use of sub-consultants in your submission may affect proposal scoring.
3. **Project Management Experience / Project Examples:**
 - a) Detail the qualifications and experience of the firm and services offered, including specific experience in debris monitoring and documentation and the firm’s track record in meeting the requirements of FEMA and other agencies providing reimbursement.
 - b) Describe the firm’s familiarity with the Village area and any experience with other Florida Keys jurisdictions.
 - c) Indicate the firm’s ability to provide automated record keeping of debris removal operations. GPS locating should be described if available.
 - d) Provide an organizational chart, identifying key personnel and the reporting relationship of key personnel within the organization. Include other proposed sub-contractors, if any, and describe their roles and availability.

4. Project Approach:

- a) Present your understanding of the Village's needs as a Florida municipality and the scope of services required.
- b) Explain the firm's capability and commitment of resources to meeting the Village's requirements, including but not limited to logistical conditions, staffing, mapping, and the requirements of FEMA, FDEM, FDOT, and FHWA.
- c) Provide an estimate of the firm's response time to the Village in the event of a debris-generating event, and provide a chronological outline of the steps the Village should take to initiate the firm's response.

5. Firm References:

- a) Provide a list and description of at least three (3) of the most recent contracts the firm has had with other local government agencies where services similar to those contemplated by this RFP were provided.
- b) Provide the dates of services, amounts and types of debris monitored, and the scope of work of the previous contracts. Information provided should illustrate the firm's ability to coordinate and manage debris monitoring as well as demonstrate a history of accurate documentation and approved reimbursements by federal and state agencies.
- c) For each contract listed, include contact information for a representative who can verify the firm's performance.

6. Fee Schedule:

- a) **Staffing:** Provide hourly rates for staff with a breakdown by position and type of work to be performed. At a minimum, the breakdown must include supervisors, field monitors (with equipment), temporary debris storage site(s) monitors, computer-aided software operators and clerical staff.
- b) **Travel/Per Diem:** Provide hourly rates for any associated travel and per diem fees.
- c) **Equipment/Vehicles:** At a minimum, provide hourly rates for the use of standard automobiles, and small and large pick-up trucks and other vehicles. Include hourly fees for any other equipment anticipated to be used, such as cameras and GPS units. Include descriptions of the equipment and intended use.

- d) **Computer Services:** Provide hourly rates for computer-aided records management and accounting and reporting services, including but not limited to standard office software, specialized AutoCAD and GIS mapping software and printed or digital documents. Include a unit price for CDs and any other computer-related services or products on a cost per hour or per unit basis.
- 7. **Insurance:** Provide proof of professional liability insurance, commercial general liability insurance, commercial automobile liability insurance, and worker's compensation insurance coverage as required by law as explained in Exhibit A to this RFP.
- 8. **State Authorization to Transact Business:** Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida. Firms must be fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.

All inquiries and requests for clarification or interpretation regarding this Request for Proposals shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036; by email to ana.hernandez@islamorada.fl.us; or by fax to (305) 664-6464 no later than June 23, 2017.

The Village shall issue appropriate addenda as necessary via DemandStar at <https://www.demandstar.com> and on the Village's website at <http://www.islamorada.fl.us>. No oral change or interpretation of the provisions contained in this Request for Proposals is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Letters of Interest and Qualifications document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

EXHIBIT A
REQUIRED INSURANCE

Respondent to the RFP shall, at their own expense, procure and maintain throughout the duration of the Agreement, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional/Pollution policy/policies), Respondent shall provide to the Village a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, Respondent shall furnish the Village with:

- a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Village and the Village's council members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- b) the original of the policy/policies; or
- c) other evidence satisfactory to the Village.

Until such insurance is no longer required by this Agreement, Respondent shall provide the Village with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Village, Respondent shall, within thirty (30) days after receipt of a written request from the Village, provide the Village with a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"
Part Two:	\$ 1,000,000.00 Each Accident
	\$ 1,000,000.00 Disease – Policy Limit
	\$ 1,000,000.00 Disease – Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the Village, and its members, officials, officers and employees in the manner which

would result from the attachment of the NCCI Waiver of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the Village, and its council members, officials, officers and employees scheduled thereon.

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The Village and the Village's council members, officials, officers, agents and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000.00	General Aggregate
\$ 1,000,000.00	Products/Completed Operations Aggregate
\$ 1,000,000.00	Personal and Advertising Injury
\$ 1,000,000.00	Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000.00	Each Occurrence – Bodily Injury and Property Damage Combined
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Professional Liability Insurance

Such insurance shall be on a form acceptable to the Village and shall cover Respondent for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. The policy must be endorsed to provide the Village with 30 days' notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000.00 Each Claim
\$ 1,000,000.00 Annual Aggregate

The insurance provided by Respondent shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute with, the insurance provided by Respondent.

Except where prior written approval has been obtained hereunder, the insurance maintained by Respondent shall apply on a first dollar basis without application of a deductible or self-insured retention. Respondent shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of Respondent. Any remedy provided to the Village by the insurance provided by Respondent shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Respondent) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Respondent shall relieve Respondent from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036
2. **Additional Insured for Commercial General Liability**
Islamorada, Village of Islands and its Council members, officials, officers and employees.



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 1

MODIFICATION TO

**REQUEST FOR PROPOSALS
DEBRIS MONITORING SERVICES
(RFP-17-06)**

ISSUE DATE: June 27, 2017

This Addendum forms a part of the Request for Proposals (RFP) documents and modifies the original Request for Proposals. Modifications do not cancel any other portion(s) of the RFP, including other portions of affected Sections listed below, unless otherwise noted.

The RFP is hereby revised as follows (strike-thru indicates items deleted or replaced; underline indicates items added or revised):

RFP DEADLINE

Islamorada, Village of Islands, will receive formal Proposals for Debris Monitoring Services, per specifications and scope of services established from time to time, until **3:00 p.m. on ~~June 30,~~ July 7, 2017.**

* * *

AGREEMENT

THIS IS AN AGREEMENT, dated the 5th day of September 2017, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

TETRA TECH, INC.
a for profit 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 1
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.

1.1 The VILLAGE is in need of an independent contractor to oversee and monitor the removal of large volumes of disaster-generated debris from public property, public rights-of-way and at temporary debris staging and reduction sites, thereby ensuring the lawful disposal of all debris immediately after a hurricane or other natural or man-made disaster within the limits of the Village (the "Services") as expressed in RFP 17-06.

1.2 On June 30, 2017, the VILLAGE received a proposal from CONTRACTOR for debris monitoring services and other related services (the "Services") as expressed in RFP 17-06 within the Village.

1.3 The VILLAGE and CONSULTANT desire to enter into an Agreement whereby CONSULTANT, as an independent contractor, for the provision of the Services in response to RFP 17-06 as set forth herein.

1.4 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Proposal attached hereto as Exhibit "A" and as more particularly described herein.

ARTICLE 2
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 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 manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twelve (12) months following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the VILLAGE.

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project implementation 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.

3.2 This Agreement shall commence on the date this Agreement is fully executed by all parties.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable 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 for which liquidated damages are due.

ARTICLE 4
CONTRACT SUM

4.1 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 CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "A".

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A".

4.3 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.

4.4 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.

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

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph 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.

5.2 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.

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

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, 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 contract 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.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: 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 - \$1,000,000 per occurrence;
- 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.

5.6 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 this Agreement and name the VILLAGE as an additional insured under their policy.

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

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, 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 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify 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.

7.3 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.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 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 9
PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services 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. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

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

ARTICLE 11
TERM AND TERMINATION

11.1 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, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

11.2 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 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, 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; CONTRACTOR's Proposal for Debris Monitoring services (RFP 17-06) as set forth in and made a part of this Agreement as Exhibit "A"; and all other exhibits thereto.

ARTICLE 13
MISCELLANEOUS

13.1 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.

13.2 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.

13.3 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.

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.

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

13.5 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.

13.6 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: Seth Lawless, Village Manager
Village Administration Center
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Roget V. Bryan, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33023

CONTRACTOR: Attn: Jonathan Burgiel
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, Florida 32751

13.7 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.

13.8 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.

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

13.10 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.

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

13.12 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.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit 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.

13.15 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.

(This space intentionally left blank)

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: 
Seth Lawless, Village Manager

AUTHENTICATION:


Kelly Toth, Village Clerk

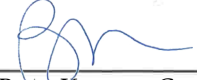


APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY


Roget V. Bryan, Village Attorney

CONTRACTOR

WITNESSES:


Betty Kamara, Contracts Manager

By: 
Jonathan Burgiel
On behalf of Tetra Tech, Inc.


Stephanie Kilgore, Marketing Coordinator

ATTEST:

See attached Corporate Resolution
SECRETARY

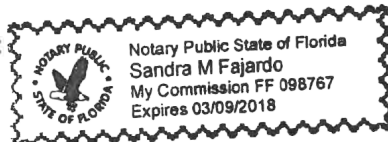
STATE OF Florida)
COUNTY OF Orange)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jonathan Burgiel, VP/Ops Manager, of Tetra Tech, Inc., a Delaware Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of Tetra Tech, Inc., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 5th day of Sept., 2017.

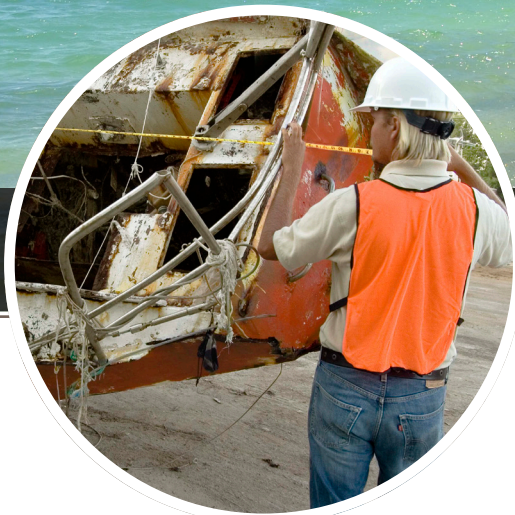

NOTARY PUBLIC

My Commission Expires:



See attached document for Exhibit "A"
(Proposal for Debris Monitoring Services RFP 17-06)

Islamorada, Village of Islands, Florida



**Debris Monitoring Services
RFP-17-06**

Proposal | Copy | June 2017

complex world | CLEAR SOLUTIONS™

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

Subject: **Debris Monitoring Services (RFP-17-06)**

Dear Members of the Evaluation Committee:

Tetra Tech, Inc. (Tetra Tech) is pleased to submit the enclosed proposal to continue to serve as Islamorada, Village of Islands (Village) disaster debris monitoring services provider. Our team of disaster recovery experts offers a unique integration of mitigation, emergency preparedness and planning, and disaster response and recovery management services, providing end-to-end solutions for the Village. Our team is a recognized leader in disaster response and recovery and is well suited to assist the Village for the following reasons:

- **Nationally Recognized Leader in Disaster Recovery.** Our team has successfully assisted *over 300 local and state government clients across the nation* with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the recovery of *over 77 million cubic yards (CYs) of debris*, resulting in excess of *\$4 billion in reimbursable costs* to our clients. We have served as the ground-zero debris monitoring consultant for many clients affected by our nation's most catastrophic natural disasters, including the County of Galveston, Texas (Hurricane Ike); Bastrop County, Texas (Wildfires); the States of North Carolina and Virginia (Hurricane Irene); the State of New Jersey (Hurricane Sandy); and Boulder County, Colorado (Flooding).
- **Florida Keys Knowledge and Experience.** Since 2007, the firm has been the pre-positioned hurricane debris monitoring contractor for Monroe County, during which time we assisted Monroe County in the establishment and documentation of unique recovery projects such as abandoned vehicle/vessel and crab trap reclamations. Prior to that (2005–2007), our team provided debris monitoring services to the County and to the City of Marathon following four major hurricanes (Dennis, Katrina, Rita, and Wilma). Additionally, our team worked collaboratively with Monroe County to develop the County's waterway debris removal RFP.

Given our past experience in the Florida Keys, Tetra Tech understands and is able to anticipate the Village's post-disaster recovery concerns. Understanding these concerns allows our team to address potential issues such as limited post-event access due to flooding, limitations on siting multiple temporary debris sites throughout the Keys, and tracking of debris taken to the mainland to ensure proper legal disposal. Most importantly, we have knowledge of and have developed unique operational protocols designed to expedite the Village's post-event recovery. *This level of expertise only comes from having worked with the Florida Keys extensively over the past decade.*

- **Strong Beach, Marine, and Vessel Qualifications and Experience.** Our team has led many of the largest beach and marine debris removal programs in United States history. Our experience includes the removal of hundreds of vessels from the environmentally sensitive Florida Keys following the 2004–2005 hurricane season, debris mapping utilizing our proprietary side scan sonar in Lake Borgne following Hurricane Katrina, and marine and vessel debris removal on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy. We have also led marine debris removal programs for Escambia County, FL; County of Galveston, TX; and Collier County, FL. Currently, our team is working on post-Hurricane Matthew waterway debris removal projects for Beaufort County, SC and the Florida Department of Environmental protection throughout several Florida counties.
- **Extensive Experience Throughout the State of Florida.** Since 2004, our team has monitored collection and removal of almost *30 million CY of debris in Florida*. Our team has assisted numerous communities in

Tetra Tech, Inc.

2301 Lucien Way, Suite 120, Maitland, FL 32751

Tel 321-441-8500 Fax 321-441-8501 tetratech.com

Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, and most recently, Matthew. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, tornadoes, fires, and floods. Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris monitoring for our clients after a debris-generating event. Additionally, with 24 offices throughout Florida, Tetra Tech is available to the Village before, during, and after a disaster.

- **RecoveryTrac™ Automated Debris Management System (ADMS) Technology.** RecoveryTrac™ allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the Village. RecoveryTrac™ will give the Village real-time debris collection tracking that provides accurate and timely reporting to the Village stakeholders. RecoveryTrac™ was designed to provide real-time data on missed pickups, damage caused by debris haulers, waypoints for every pile of debris picked up, and street-level pass maps, which will meet the unique data needs of the Village. **RecoveryTrac™ is one of only three systems validated by the U.S. Army Corps of Engineers (USACE), and is the ADMS preferred by the USACE debris contractors, providing ADMS services to six of eight USACE districts globally.**
- **FEMA Reimbursement Experts.** Tetra Tech maintains a staff of reimbursement experts who have recovered millions of dollars of eligible FEMA Public Assistance reimbursement costs incurred by our clients. A key member of our team is **Mr. Dick Hainje**, former regional administrator of FEMA Region VII. As regional administrator of Region VII, Mr. Hainje led Region VII through 60 presidentially declared disasters in Kansas, Iowa, Nebraska, and Missouri and assisted Region IV with the 2004 Florida hurricane FEMA response. Another vital member of the Tetra Tech team is **Mr. Donald Kunish**, a Certified Emergency Manager with 16 years of experience who is local to Florida. As the former Deputy Bureau Chief for the Florida Division of Emergency Management, he was responsible for managing Florida's Hazard Mitigation Planning and Grant Programs, Statewide Emergency Management All-hazards Planning, and Training and Exercise Programs.

Tetra Tech would be honored to continue to serve as the Village's debris monitoring services and financial recovery assistance provider. We are fully prepared to continue providing the high quality service the Village expects. We confirm our ability to perform the services requested in the Village's RFP for the prices submitted with this proposal. For questions regarding this response, please contact one of the technical representatives listed below.

Technical representative:

Ms. Anne Cabrera

2301 Lucien Way, Suite 120, Maitland, FL 32751
(954) 559-4951 | anne.cabrera@tetrattech.com

Contractual representative:

Ms. Betty Kamara

2301 Lucien Way, Suite 120, Maitland, FL 32751
(407) 803-2551 | betty.kamara@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel

Vice President

SECTION 2: COMPANY OVERVIEW

DESCRIPTION AND HISTORY OF THE FIRM

Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. With 16,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle.

Tetra Tech Snapshot

Form of Business: Corporation
State of Incorporation: Delaware
Years in Business: 51
Employees: 16,000

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. ***Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.***

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over \$4 billion in reimbursement funds for our clients*** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over ***77 million cubic yards (CYs) of debris*** as well as the ***demolition of over 5,000 uninhabitable residential and commercial structures.***



Within our proposal, we demonstrate the following:

- We are duly qualified to perform the scope of work outlined in Islamorada, Village of Islands (Village) request for proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster recovery in Florida over the past 15 years.
- We are committed to providing the Village with skilled resources within the time frames specified by the Village, as evidenced by the depth of experience of our senior management team and project management team, their historical performance across Florida, and our commitment to the Village to perform in a timely manner.
- We offer a proven and successful technical and management approach that has been refined in disaster activations across the United States, including 16 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace and within the State of Florida.
- We offer detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor

and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the Village.

- We have the financial resources and cash flow for a large and long-term recovery effort.

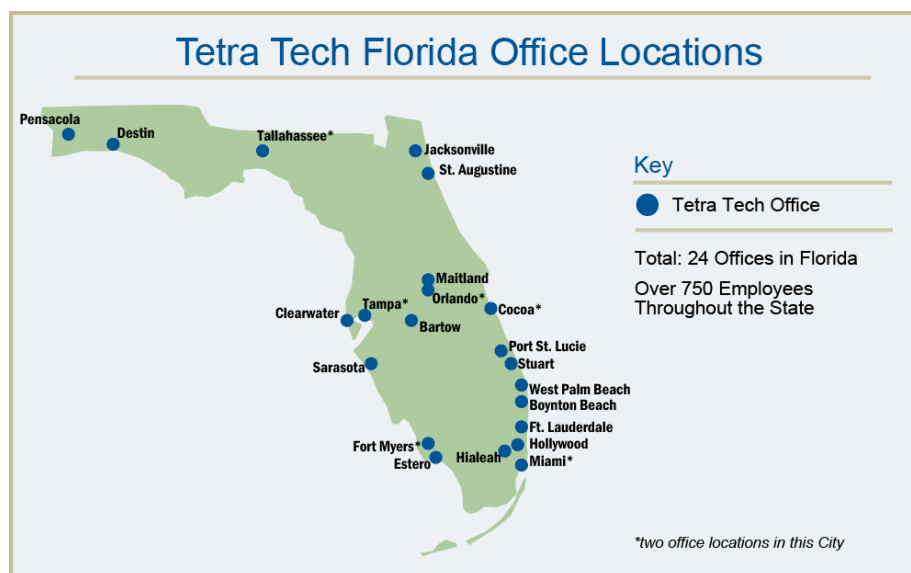
Office Locations – Our Local Presence Facilities a Rapid Mobilization

Tetra Tech conducts its operations in approximately 400 offices worldwide, including 215 offices located in 45 states, the District of Columbia, and various foreign countries.

Minimizing the impact of a disaster calls for an emergency management partner with the resources to mobilize a swift, efficient response in hours, not days. **Our hub of disaster operations is located in Maitland (Orlando), which provides us the ability to quickly staff a large activation.**

As depicted in Exhibit 2-1, Tetra Tech's national network of resources includes **24 offices throughout Florida**. The Tetra Tech team can utilize these office locations as necessary to immediately respond to the Village's need for personnel and resources. These local offices may be used for office space, on-site IT personnel, communication resources, or staging of mobile trailers and equipment if necessary.

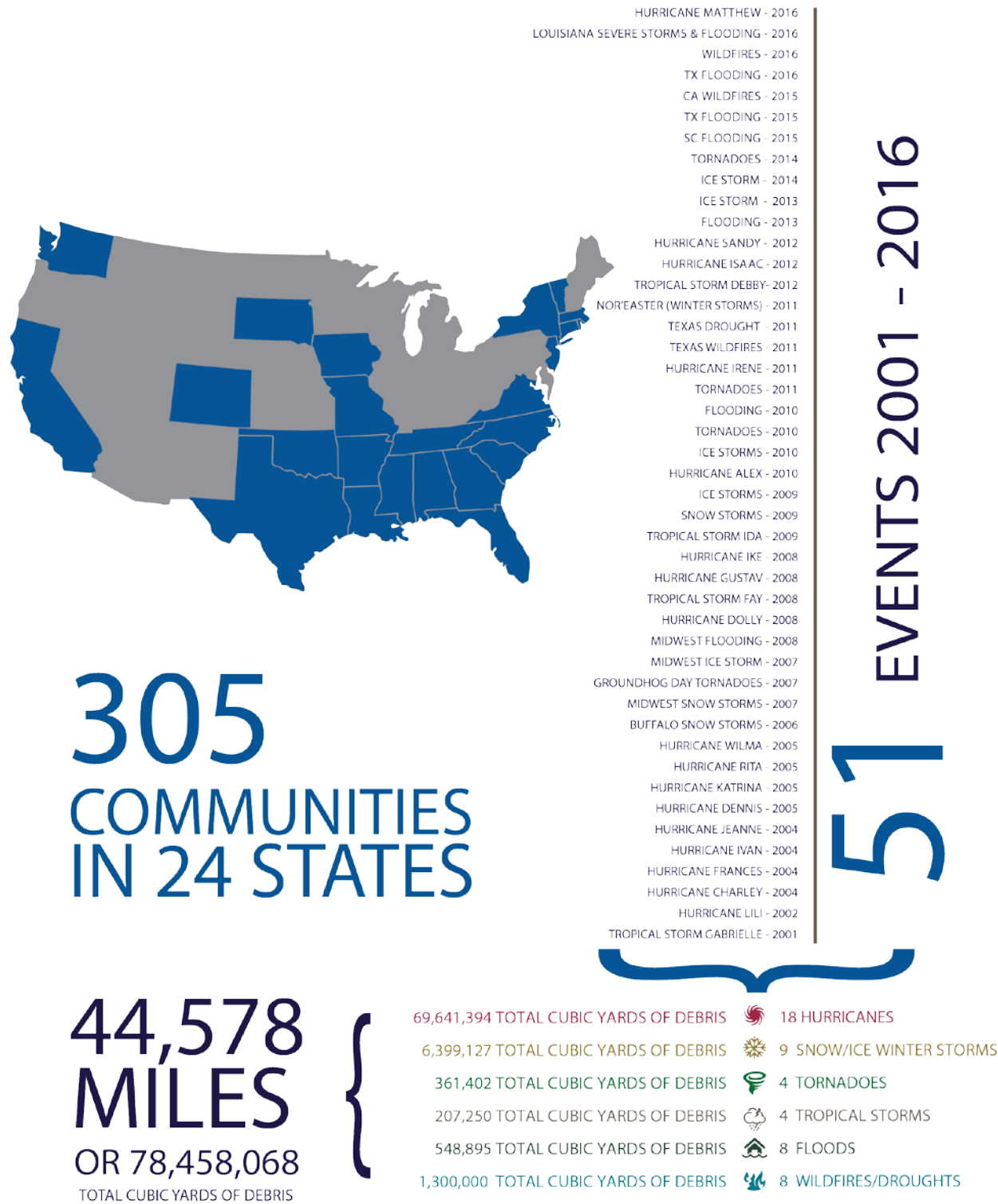
Exhibit 2-1: Florida Office Locations



KNOWLEDGE AND EXPERTISE IN DEBRIS MANAGEMENT

Our team has responded to 20 major disaster declarations since 2011, totaling over 140 clients throughout the country. Profiles and references from specific projects are featured in Section 5 of our proposal.

Exhibit 2-2: Experience Overview



STAFF CREDENTIALS

Tetra Tech has assembled a team of experienced emergency management, infrastructure, and grant management specialists with hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to FEMA, FHWA, U.S. Department of Housing and Urban Development (HUD), NRCS, and other federal agency reimbursement programs.

Tetra Tech has been providing disaster debris and recovery support services to 35 communities and agencies following Hurricane Matthew, including 16 communities in Florida. Tetra Tech stands ready to assist the Village with its any future debris monitoring projects.

Our staff members have successfully managed the removal of and reimbursement for over **77 million CYs of debris** as well as the **demolition of over 5,000 uninhabitable residential and commercial structures**. Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on **16 debris removal projects in excess of 1 million CYs of debris** and understands the significant resource commitment and effort necessary to manage and monitor large-scale debris removal operations for local governments.

Tetra Tech is committed to providing the Village with a dedicated and consistent project management team that will expedite recovery efforts in the Village by establishing a coordinated and organized approach to debris removal.

Our dedicated team is available to the Village 365 days per year.

Tetra Tech has served over 300 state and local government clients in response to over 50 declared presidential disasters with over \$4 billion in disaster grants obtained, managed, and/or recovered on our clients' behalf.

Professional Certifications, Training, and Licensing

Tetra Tech is committed to providing our customers with quality technical products and services while meeting the highest level of ethical and regulatory standards and performance in our jobs. In addition, our environmental health and safety program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment.

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- Homeland Security Exercise and Evaluation Program (HSEEP)
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS-200: Basic Incident Command

- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- Intermediate Workzone Traffic Control (FDOT)
- Mass Casualty Incident Manager Certification

Additionally, all collection and disposal managers and field supervisors must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the information required to facilitate accurate field monitoring. Tetra Tech also conducts daily tailgate safety sessions with field employees to alert them of potential work hazards and review safe work practices.

Proposed Staff

Senior Management Team

Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

- **Mr. Jonathan Burgiel** has 31 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to various communities following Hurricane Matthew, Richland County, South Carolina (Historic 1,000 Flooding Event), the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); Harris County, TX (Hurricane Ike); and Miami-Dade County (Hurricanes Katrina and Wilma), to name a few.
- **Mr. Ralph Natale** has overseen response to some of the country's largest debris-generating disasters. He is an expert in FEMA Public Assistance (PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 10-year career. This includes managing and documenting the removal of over 16 million CYs of debris and 895,000 hazardous trees totaling over \$470 million dollars of reimbursed invoices. He has served as a debris specialist and grant consultant for state and local governments, including for the State of Connecticut Emergency Operations Debris Task Force following Hurricane Irene and Winter Storm Alfred and the City of New Orleans, Louisiana, following Hurricane Isaac. He currently serves as principal in charge for several of the firm's response efforts in California following the devastating fires and for dozens of communities following Hurricane Matthew.
- **Mr. Oliver Yao** has over 10 years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, and Sandy. Mr. Yao is currently responsible for the operational oversight of field projects, which includes ADMS implementation, logistics management, safety protocols, and senior management of data and reimbursement support. Mr. Yao has developed a team of seasoned data managers trained on the standard operating procedures he has developed to support project closeout and audit. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments in Florida with FEMA appeals following Hurricanes Charley, Frances, Jeanne, and Wilma.

Our team includes staff that is familiar with the Florida Keys and have worked with Monroe County after Hurricanes Katrina and Wilma.

- **Mr. Jeff Dickerson** has more than 20 years of experience in program management and information technology and is the principal system architect of our ADMS, RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' debris management sites. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts. Most recently, he oversaw the deployment of over 900 field units to over 35 clients following Hurricane Matthew.
- **Mr. John Buri** is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 14 years of experience. Mr. Buri has provided senior management oversight on 16 major disasters declarations for over 100 clients since 2007, representing over \$1 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for all tasks and activities associated with each disaster recovery operation.
- **Mr. Dick Hainje** serves as a senior advisor and the former administrator of FEMA Region VII, where he led the region through 60 presidentially declared disasters. Mr. Hainje was the director of operations for Hurricane Charley and was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations. He was responsible for creating a long-term community recovery process for FEMA Region VII, which provides heavily impacted communities the opportunity to go through a FEMA-sponsored planning process after a catastrophic incident. Following Hurricane Katrina in 2005, Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States, where he was involved with every aspect of preparation for all of the states from Georgia to Delaware, including leading major hurricane preparation exercises in FEMA Region IV and FEMA Region III.

Project Management Team

In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. ***Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations.***

- **Mr. Simon Carlyle, Project Manager** – Mr. Carlyle has been directly involved in all phases of disaster recovery efforts and has developed significant knowledge of federal, state, and local regulations pertaining to solid and hazardous waste management. Mr. Carlyle has been responsible for providing program and project management in response to some of the largest debris-generating disasters in the nation, including Hurricanes Katrina, Rita, Wilma, Gustav, Ike, Sandy, and Matthew as well as numerous ice storms, wildfires, flooding events, and other natural disasters. Mr. Carlyle provided senior management oversight to the County's debris monitoring operations following Hurricanes Irene and Matthew. Additionally, Mr. Carlyle meets with the County to conduct pre-hurricane season planning meetings.

As project manager, Mr. Carlyle will be responsible for implementation of the specific programs tasked by the Village through purchase orders. He is also responsible for program oversight, task order preparation, forecasting, and quality assurance.

- **Mr. Charles Cabrera, Operations Manager** – Mr. Cabrera is a 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER)-trained project manager for Tetra Tech who serves on various projects throughout the country. Mr. Cabrera is responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. Mr. Cabrera will verify eligibility and

compliance; oversee collection and disposal operations; and coordinate directly with debris contractors, data managers, and project managers to facilitate the success of fast-moving debris operations projects.

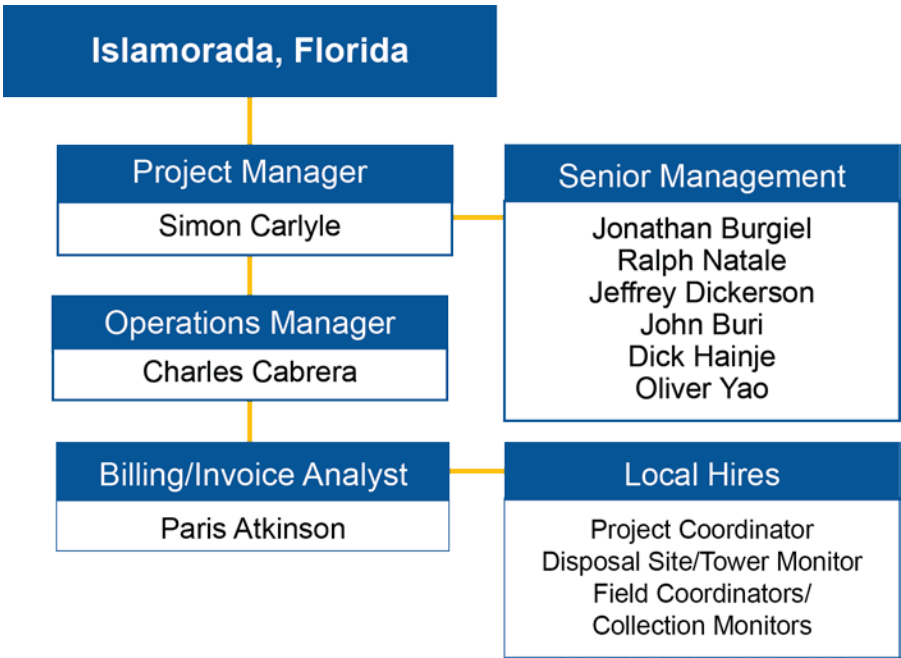
As operations manager, Mr. Cabrera will be responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. He will verify eligibility, compliance, and collection and disposal operations oversight and coordinate directly with our project manager daily with progress reports and on specific issues

- **Paris Atkinson, Billing and Invoice Analyst** – Ms. Atkinson is a senior data manager and billing/invoice analyst whose responsibilities include data management, management of monitoring documentation for the FEMA, invoice reconciliation, and the use of our ADMS. She has extensive experience on all aspects of program data management, including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the FHWA Emergency Relief (ER) Program and the FEMA PA Program.

As billing and invoice analyst, Ms. Atkinson will work with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. She will develop regular updates on the quantities and types of debris collected and will provide quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices.

Exhibit 2-3 shows our proposed project team organizational structure. *Résumés have been included at the end of this section.*

Exhibit 2-3: Project Team Organizational Chart



SECTION 4: PROJECT APPROACH

A. PROJECT UNDERSTANDING

Islamorada, Village of Islands (Village) is well aware of the crippling impact that a tropical storm or hurricane can have on its residents, businesses, and economy. Because of the Village's vulnerability to tropical weather events, the Village must be prepared to expedite emergency road clearance and debris removal to quickly restore essential services to its citizens and workforce. As such, it is the Village's intent to retain the services of an experienced contractor to monitor debris removal activities and provide other disaster-related services following a debris-generating event to expedite recovery efforts and maximize available funding.

Tetra Tech understands the challenges and issues facing the Florida Keys, having worked with Monroe County for over a decade. Our emergency management, response, and recovery operation's broad capabilities include emergency management planning, all phases of debris removal monitoring (including beach restoration, vessel recovery, and demolitions), and long-term financial recovery services. We understand the challenge that the Village faces each approaching hurricane season, and we are prepared to provide the Village with a robust blend of professional consultants and local workforce to effectively support oversight and management of debris removal contractors if ever necessary. Our experienced management and trained field personnel have a keen understanding of the rules and guidelines of regulatory agencies such as Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Natural Resource Conservation Service (NRCS), and Florida Department of Transportation (FDOT). Immediately after the Village issues a work authorization, our established protocol will be implemented to facilitate an organized and rapid response while maintaining the eligibility of federal reimbursement for debris removal operations.

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Our team has gained unparalleled experience working on many of the largest FEMA Public Assistance (PA) eligible projects, including responses to Hurricanes Katrina, Wilma, Ike, and Sandy. ***Our team has assisted more local governments with debris monitoring efforts following catastrophic natural disasters than any other firm in the nation. Collectively, we have overseen and managed the recovery of over 77 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of \$4 billion in reimbursable costs to our clients.***

In addition, our understanding of the FDOT, FEMA, FHWA, U.S. Department of Housing and Urban Development (HUD), NRCS, and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement will help Village to receive the maximum reimbursement allowed following a disaster event.

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the Village that we have the extensive experience, understanding, and knowledge of the Village to successfully perform all aspects of the scope of work. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Our project team will dedicate themselves to the Village's needs throughout the year, not just during times of activation.



The project approach provided below will provide the Village with a clear description of our approach to the Village's proposed project. To summarize, our technical approach below captures our unique capabilities, including the following:

- Our team's ability to provide end-to-end services in disaster preparedness, emergency management, and post-event response and recovery to help state and local governments plan for and recover from natural and human-caused disasters
- A complete project management team that is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations
- A focus on local hires and the ability to hire, train, and support a local team of inspectors that oversee the work being completed in their own communities, with local hires being fully supported with technology and a team of dedicated managers
- Detailed reporting systems and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to the Village's data needs

B. COMMITMENT OF RESOURCES

As a United States Army Corps of Engineers (USACE) contractor for large-scale debris removal missions and a firm with multiple statewide contracts, Tetra Tech prepares and responds to multiple contractual obligations routinely by planning, implementing, and updating a concept of operations plan (CONOPS). The Tetra Tech CONOPS uses the Incident Command System (ICS) structure, which allows the project team to scale as needed, coordinate responses, and adapt an organization structure to match the needs and complexities of projects. The Tetra Tech CONOPS also provides the project team with established common processes for managing resources, timelines, schedules, problem resolution, and tasks.

In addition, Tetra Tech reviews its projected workload and regularly assesses the firm's staffing and resource requirements. The assessment of staff and resources is tested annually during a firm-wide tabletop exercise. The firm-wide tabletop exercise tests our readiness while also identifying areas for improvement. Topics that are continually addressed and refined are managing logistical deployment resources, recruiting, ADMS implementation, and changes necessary to comply with current federal guidance. Some positions within the Tetra Tech ICS organization structure are responsible for field-level responsibilities and some are an overarching support function for the project's needs. The Tetra Tech ICS organizational structure also contains subcommittees or task forces who are assigned specific tasks or support the resolution of problems identified.

Disasters and Simultaneous Contracts

- Hurricane Matthew: 35
- California Wildfires: 7
- Winter Storm Pax: 7
- Superstorm Sandy: 13
- Hurricane Isaac: 5
- Winter Storm Alfred: 19
- Hurricane Irene: 22
- Hurricane Ike: 80

Tetra Tech has successfully deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.

Hiring Approach

Immediately following the impact of a known event, Tetra Tech will establish Human Resources (HR) hiring centers in the field throughout the region in the affected areas. The hiring center provides efficient hiring and training processes that meet the stringent Tetra Tech field operation requirements and any specific requirements of our clients. The hiring center is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The hiring center is typically staffed by three trained HR representatives and can process hiring of hundreds of staff per day. The hiring center can be quickly scaled to

Section 4: Project Approach

meet the most demanding needs for staff. The hiring center advertises locally and reaches out to local workforce centers to utilize persons seeking employment in the community.

The Tetra Tech team members have personally hired and deployed approximately 10,000 emergency response personnel collectively for over 50 disaster events. Exhibit 4-1 highlights some of Tetra Tech's representative deployment mobilization response periods and demonstrates our ability to meet the Village's requirements.

Exhibit 4-1: Representative Tetra Tech Response Deployment

Event and Year	Staff Mobilized	Mobilization Periods*
Hurricane Charley (2004)	150	3 days
Hurricane Frances (2004)	75	2 days
Hurricane Jeanne (2004)	50	2 days
Hurricane Ivan (2004)	600	5 days
Hurricane Dennis (2005)	250	5 days
Hurricane Rita (2005)	200	7 days
Hurricane Katrina (2005)	500	14 days
Hurricane Wilma (2005)	1,500	14 days
Buffalo Snowstorms (2006)	250	5 days
Midwest Severe Winter Storms (2007)	200	7 days
Midwest Severe Winter Storms (2008)	150	7 days
Hurricane Dolly (2007)	150	5 days
Hurricane Gustav (2008)	250	5 days
Hurricane Ike (2008)	3,200	10 days
Hurricane Irene (2011)	500	5 days
State of Connecticut Snowstorm (2011)	450	7 days
Hurricane Isaac (2012)	400	3 days
Hurricane Sandy (2012)	90	4 days
Hurricane Joaquin (2015)	12	10 days
California Wildfires (2015)	100	2 days
Texas Flooding (May 2015)	150	3 days
Texas Flooding (October 2015)	50	2 days
Hurricane Matthew (2016)	890	5 days

C. OPERATIONAL SCHEDULE/RESPONSE TIME

Based on Tetra Tech's understanding of the Village and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the Village to adjust the timing of the specific elements below to meet the Village's needs. Additionally, Tetra Tech also understands the project requirement to utilize ADMS also known as electronic ticketing to monitor and document debris removal operations. ***Tetra Tech's RecoveryTrac™ ADMS meets the United States Army Corps Engineers (USACE) updated ADMS specifications and has been approved for use by USACE.***

Tetra Tech will have a senior manager onsite at the Village within 24 hours of receiving notice to proceed.

Section 4: Project Approach

The response to debris-generating disasters can be categorized into two types, events with warning such as a hurricane and ones without warning such as tornadoes and flooding. Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the Village. Following an event without warning (such as tornadoes, or flooding), Tetra Tech will begin response at H-0. The below operation plan provides the response timelines, tasks, and milestones Tetra Tech would complete to meet the Village's project requirements for events with and without warning.

Exhibit 4-2: Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	Meet with the Village to review plans and documents	• Conduct annual pre-event meeting with the Village and debris contractor • Review the Village’s disaster recovery contracts for FEMA compliance • Update critical documents and files, including any GIS files
H-96	Review capabilities and resources	• Contact the Village and initiate daily conference call • Determine resource requirements from debris model • Review the Village’s emergency policies and contracts • Establish contact with the Village’s debris hauler and verify Tetra Tech has the most up to date copy of the debris hauler contract
H-72	Execute responsibilities and activate contracts	• Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure • Review protocols for private property, gated communities, and public drop-off sites • Review temporary debris storage and reduction site (TDSRS) locations and follow up with the Florida Department of Environmental Protection (FDEP) on permitting procedures • Estimate equipment requirements and TDSRS capacity to haul and stage debris • Prepare ADMS technology for mobilization
H-48	Monitor storm track and continue preparations	• Conduct regular meetings with Village staff as requested • Confirm staging location and begin mobilization of resources • Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the Village and Tetra Tech headquarters (if necessary) • Review list of priority roads and the operational plan • Obtain GIS files for municipalities that will assist with debris removal • Continue to update and gather updates from the Village’s debris hauler
H-24	Prepare final reports	• Save all critical documents and files to the network drive, USB drive, and laptop hard drive • Certify emergency road clearance equipment (in coordination with the Village’s debris hauler) • Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Response		
H +24	Emergency push	• Receive notice to proceed with not to exceed • Begin emergency push • Maintain time and materials (T&M) logs for push equipment

Time	Task	Deliverables/Milestones
		- Coordinate with the Village to conduct preliminary damage assessments and road closures (if requested) - Supervisors report to pre-designated locations and prep staff on project - Begin establishing ADMS infrastructure - Begin recruiting and training monitors, project coordinators, and data staff - Initiate opening of TDSRS locations - Follow up with FDEP on debris permits (if required) - Work with the Village to establish public information protocols to respond to concerns and comments
H +48	Emergency push/ damage assessment	- Continue emergency push - Continue preliminary damage assessment - Develop debris cost estimate required for presidential disaster declaration - Develop operational plan for disaster-specific issues - Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	- Begin hauling truck certification - Install ADMS tower monitor infrastructure - Train monitors on policies, ADMS, and safety - Open public drop-off sites as requested
H +96	Begin debris collection monitoring	- Assign monitors to trucks - Assign supervisors to monitors - Hold morning and afternoon meeting with Village staff and debris hauler - Implement QA/QC procedures - Receive direction for the Village on monitoring debris removal from State Road System (Note: MAP-21 provides direction that the Federal Highway Administration Emergency Relief Program will not reimburse for debris removal if there is Presidential Disaster Declaration)
Recovery		
Week 1+	Right-of-way (ROW) debris collection monitoring	- Continue ROW collection - Address household hazardous waste (HHW) issues (if critical) - Issue daily reports/GIS maps - Hold daily meetings with the Village, hauler, and/or State/FEMA as required - Staff citizens debris management hotline (if requested) - Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	- Provide ADMS reports and real-time monitoring access - Establish client GeoPortal to provide insight into project progress - Review truck metrics provided by RecoveryTrac™ - Initiate weekly reconciliation - Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	- Prepare damage/cost estimates - Compile supporting documentation (debris permits, debris contracts, etc.) - Liaise with FEMA Region 4, Florida Division of Emergency Management (FDEM), U.S. Army Corps of Engineers (USACE), etc.

Section 4: Project Approach

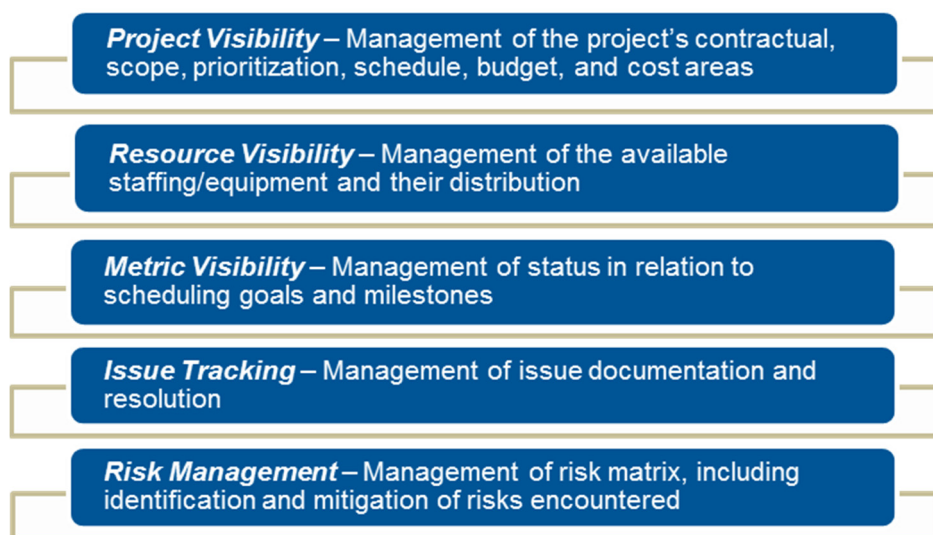
Time	Task	Deliverables/Milestones
Week 2+	Special projects (if required)	• Waterway debris removal • Private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	Financial recovery assistance staff engaged (if requested)	• Facilitate kickoff meetings with primary stakeholders • Draft a Public Assistance (PA) work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project completion	Document turnover/closeout	• Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the Village with long-term reimbursement • Audit assistance • Appeal support if necessary

TECHNICAL APPROACH

Disaster Debris Monitoring - Project Management Methodology

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project management methodology enables our team to achieve success despite the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Exhibit 4-3: Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Procedures and Protocols

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide **scalable, consistent, high quality results**. We use a systematic approach with frequent in-process quality checks to execute our project processes. Our general project approach includes tasks in each of the phases: initiation, mobilization, execution, and closeout.

- **Initiation (Pre-Event)**
 - **Annual coordination** – Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities.
 - **Contract review** – Review contracts for understanding of contractual requirements and possible cost savings.
 - **Communication systems checks** – Verify that communication systems function as designed and reporting needs are understood.
- **Mobilization (Immediately Prior to and Following Event)**
 - **Scope, tasking, and budget** – Determine services required, performance metrics, schedule, and budget constraints.

- **Deployment and resource requirements** – Develop work plan and safety plans. Update risk matrix for work plan specifics.
- **Staging of equipment and resources** – Coordinate movement of required support equipment/supplies and setup of communication and information systems.
- **Execution (Post-Event)**
 - **On-boarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.
 - **Monitoring** – Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.
 - **Communication** – Conduct status meetings and communicate project metrics and other pertinent information.
 - **Issue tracking/resolution** – Conduct issue identification, staff communication, and resolution tracking.
- **Closeout (Post-Event)**
 - **Documentation deliverable** – Produce and deliver required documentation to support auditing.
 - **Demobilization** – Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
 - **Audit support** – Provide continued availability of information systems to support closeout information requests.

Client Interaction

Interaction with the client is based on the principles of the National Incident Management System (NIMS). Coordinated project communications coupled with accurate information enables effective decision making. Our implementation of this provides our clients with the benefits of these NIMS principles:

- **Common Operating Picture**
 - Tetra Tech's real-time data sharing information portal allows the client, debris removal contractor, and the monitoring firm to have the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
 - The information portability across disparate systems is the true power of Tetra Tech's client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
 - Documented procedures and protocols enable scalability without loss in fidelity and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**
 - Experience operating in disasters enables Tetra Tech to design systems and processes to be able to withstand loss of infrastructure and key personnel yet maintain client expectations for information. This is accomplished not only in technology design but in effective procedural protocols and our risk mitigation component.

Tetra Tech's project managers use methods specifically aimed at increasing the success of the team by engaging in **collaborative problem solving and issue resolution**. By approaching others with professional mutual respect, they form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

RecoveryTrac™ ADMS – Tetra Tech’s Alternative to Paper Ticketing

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. ***Our proprietary ADMS technology, RecoveryTrac™, meets USACE specifications for electronic debris monitoring,*** provides real-time collection of data, and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program. ***Tetra Tech has also implemented RecoveryTrac™ ADMS technology on the last 83 FEMA PA eligible projects.*** On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.



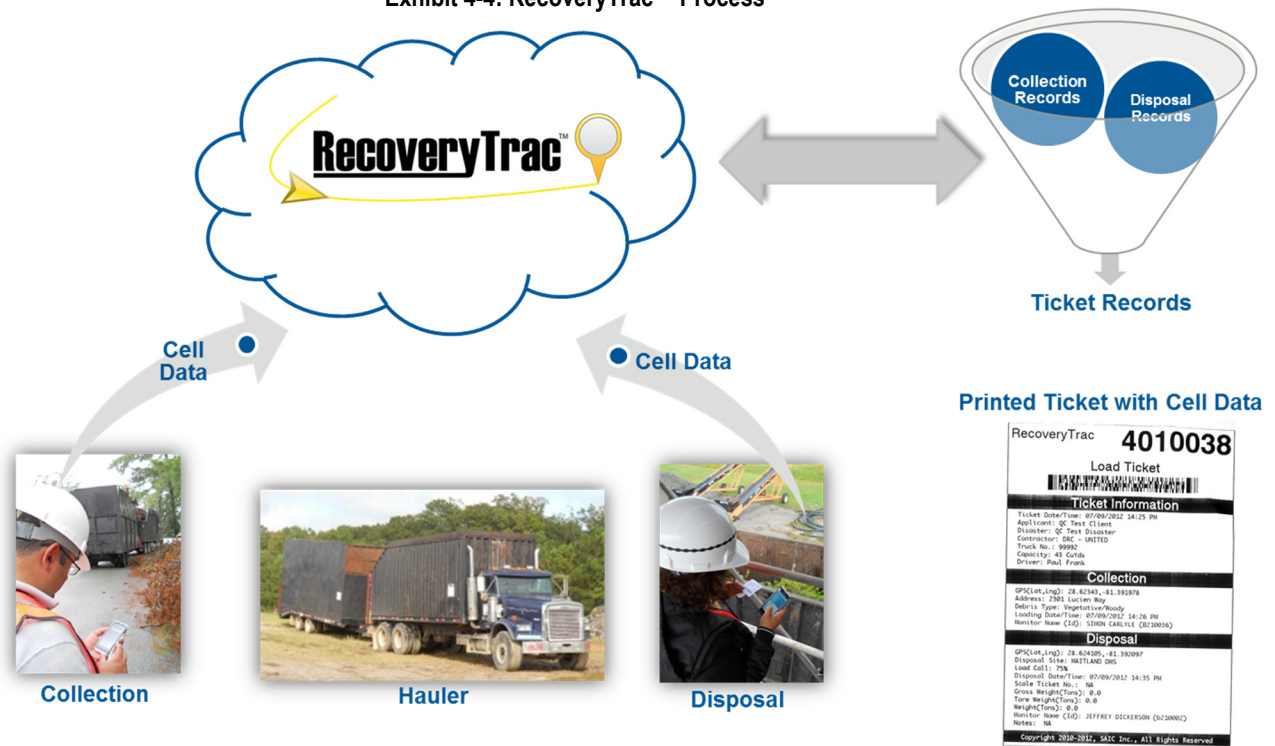
- Owned and operated by Tetra Tech
- Over 800 mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support Village priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

The RecoveryTrac™ Process

The process begins with debris hauler truck certification using the handheld units. A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s). Handheld units are provisioned and assigned to both field and debris site/tower monitors. Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pickup locations) on the handheld as the truck is loaded. When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number. The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called *Look Ahead*, the collection ticket information is made available to the disposal monitor's handheld before the truck arrives. The control ticket is provided to the driver and taken to the debris management site where it is scanned by a debris site/tower monitor. The debris site/tower monitor confirms the truck and debris type and enters the load call. Finally, the disposal load ticket is printed and data is uploaded to the system where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handhelds continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored, the device automatically uploads the stored ticket data. ***Even under the harshest conditions where cellular service is not available, RecoveryTrac™ was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data.*** Exhibit 4-3 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit 4-4: RecoveryTrac™ Process



Key Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 800 handhelds and the ability to rapidly procure additional equipment through preferred vendor relationships, the Village can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. *The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed*, and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, RecoveryTrac™ is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful

Our team deployed nearly 900 ADMS units in the field following Hurricane Matthew. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.

reporting engine allows the user to monitor contractor performance, track damage, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

In summary, our combined program management approach and RecoveryTrac™ solution will provide day-one, boots-on-the ground services for the Village immediately after a disaster.

Time and Materials

The emergency push period begins immediately following an event. Debris removal contractors coordinate with Village crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track T&M charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

Vehicle Certification

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech’s ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include *electronic volume calculations*, instantaneous upload to the RecoveryTrac™ database to allow immediate quality assurance (QA)/quality control (QC) checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in *30% less time than with a paper-based system*.

Exhibit 4-5: Truck Audit Report

RecoveryTrac Truck Certification Audit Report

Trucks Certified On: *All

AUGUSTA - WINTER STORM PAX - ROW COLLECTION - Truck Certification Summary

	Tot Trucks Certified	Tot Certified Capacity	Avg Certified Capacity
Contractor: ASHBRIIT	167	6961	41.68

Contractor: ASHBRIIT

N/A

700373

61

02/27/2014 11:02 AM

ACTIVE

26B2WR (MO)

SELF-LOADING TRUCK

Primary Box (L x W x H): 216x102x102 = 2247264.0 Cu Inches (+)

Type: Box (L x W x H): 70x102x64 = 456960.0 Cu Inches (+)

Type: Box (L x W x H): 48x102x28 = 137088.0 Cu Inches (+)

Total Volume: 2841312.0 Cu Inches (/46,656) = 60.90 CuYds

Driver-Placard View

Side View

Back-Interior View

Front View



Our disaster debris vehicle certification procedure includes the following:

- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations, and a bar code for automated ticket scanning

Section 4: Project Approach

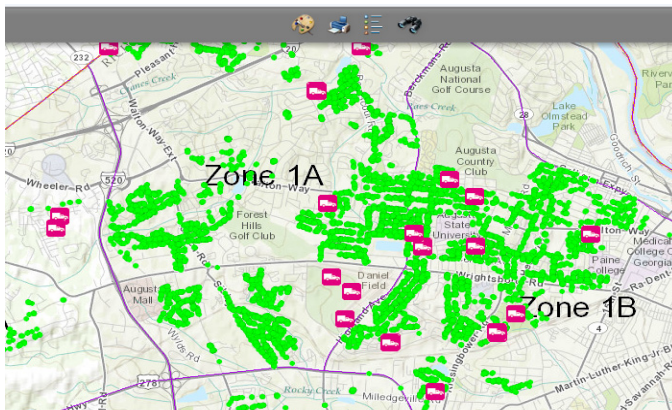
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Right-of-Way Collection Reporting

Our ADMS technology in debris monitoring allows the Village to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the “waypoint” or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

Exhibit 4-6: Waypoint Collection/Hazardous Tree Maps



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 4-7 and 4-8.

Exhibit 4-7: Monitoring Locations

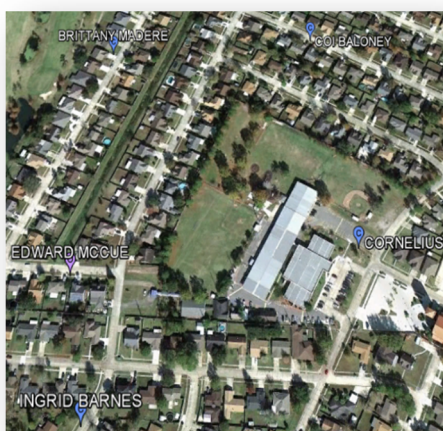
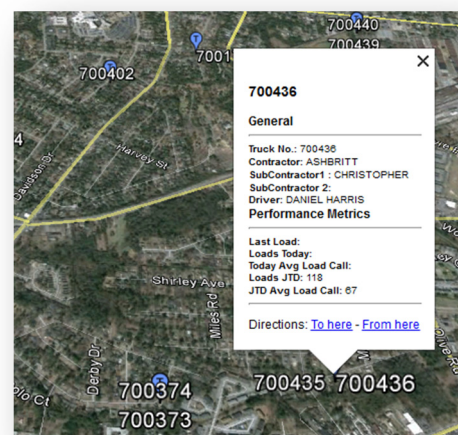


Exhibit 4-8: Truck Locations



Field Operations

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld units/debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).
- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.
- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.
- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.
- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld units.
- **Contractor Completion.** Tetra Tech will assist the Village in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the Village with managing these goals, including the following:
 - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
 - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
 - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the Village if deadlines are not being met.
 - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with Village officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the Village to refine timelines and support an expeditious recovery for the Village.

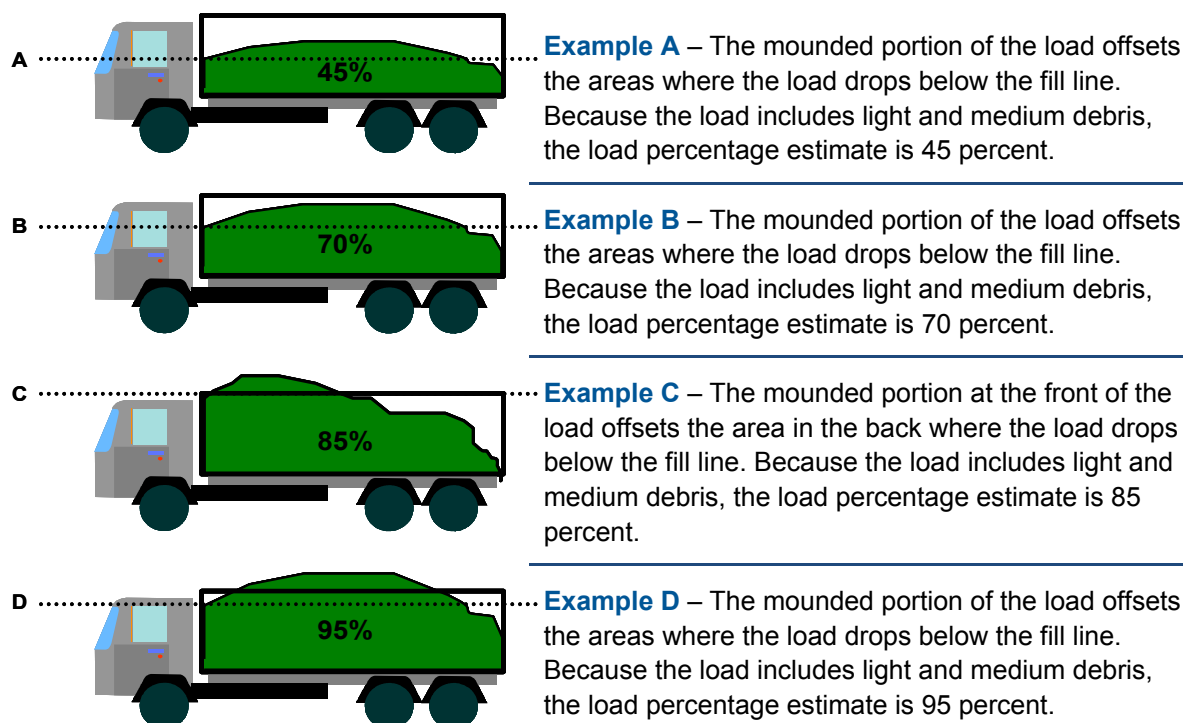
Temporary Debris Storage and Reduction Site Monitoring

Response to debris-generating events requires locating TDSRS, emergency permitting of TDSRS (including debris burning and State regulatory permits), baseline soil testing before the TDSRS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in Florida with pre-permitting TDSRS before a disaster event as well as post-disaster permitting.

As TDSRS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the TDSRS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech TDSRS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document debris removal complying with all requirements of FEMA.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation and requirements of FEMA.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, tickets generated by the existing scales at the Village's TDSRS will be digitized and cataloged by Tetra Tech.
- **Incident Report.** Documenting property damage, arguments, unsafe practices, and personal injury.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a TDSRS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 4-9: Load Call Estimate Examples



Residential Drop-off Sites

To provide documentation to FEMA that supports reimbursement of debris brought by the Village's residents to residential drop-off sites and proves the debris is not commercial, the Village will have to monitor each site and screen citizens who enter. Tetra Tech is prepared to support the Village by assisting with this task if needed.

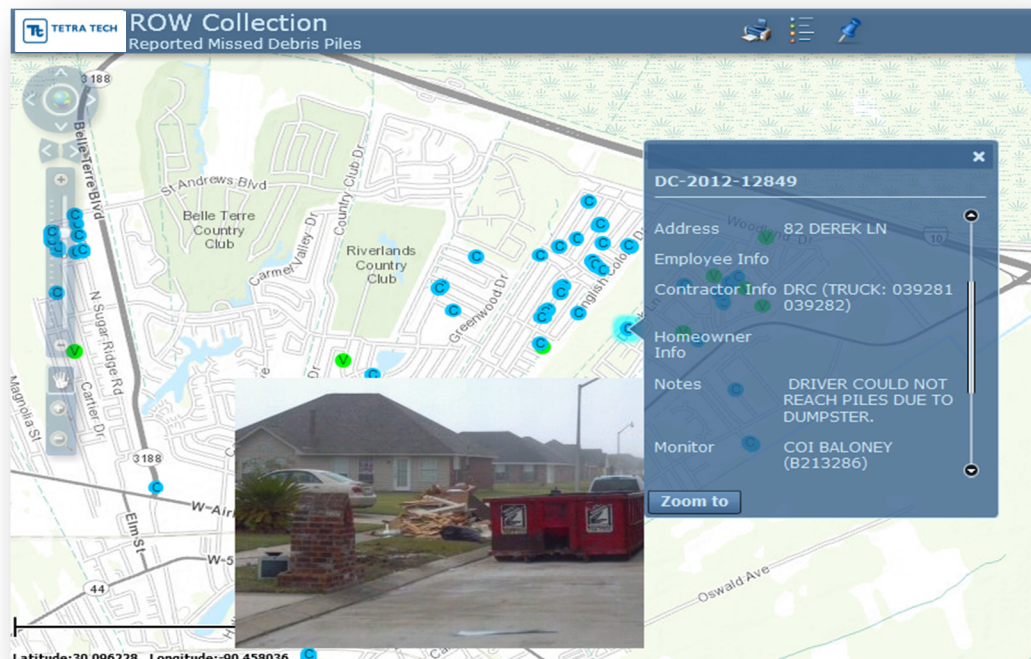
Quality Assurance/Quality Control Program

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates – this is automatically logged. Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process rather than correct issues as they appear.

The use of our ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the Village.

Exhibit 4-10: Missed Piles Tracking



Fraud Prevention

Several Tetra Tech practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At TDSRS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud Prevention Reports are also run on a daily basis to look for any data anomalies that may be a result of fraud. The Load Call Report shows all load calls for a given day/monitor to verify no trucks are receiving extraordinarily high load calls. The Load Ticket and Unit Rate Daily Ticket Reports determine if monitors are issuing an excessive amount of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system also has built-in project controls designed to alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

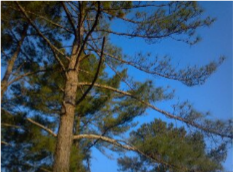
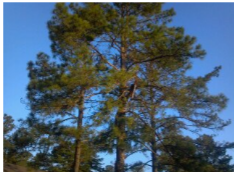
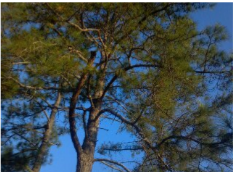
- **Truck Turn-Around-Time.** The time between last pickup location and arrival of a truck at the TDSRS is tracked. A time that is too short may be indicating the debris hauling truck not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to verify debris pickup remains within the eligible bounds of the Village.
- **Debris Type.** Any ticket in which the debris type collected differs between what the collection monitor and disposal report the load as is flagged for review.

Hazardous Tree Removal

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the Village's contractual agreement with the contractor.

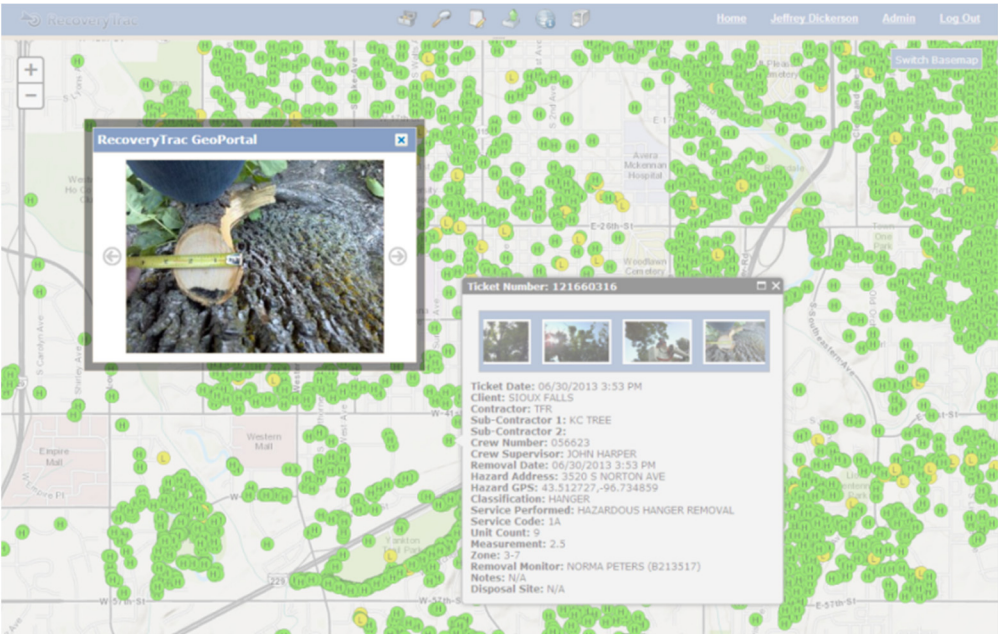
Exhibit 4-11: Real-Time Ticket Report

RecoveryTrac Unit Rate AuditReport (Crew: 700430)										Date: 03/11/2014
Client: AUGUSTA					Project: AUGUSTA - WINTER STORM PAX - ROW COLLECTION					
Total Ticket Count: 12										
Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Unit Count	Meas	Zone	Photo Count
☐ 120590044	DAWN WALKER (B214108)	03/11/2014 8:17 AM	33.434518	-82.023773	2405 ACAPULCO DR	1A	1.00	2.50	2d(GIS: 2D)	4
Crew Photo		Pre-Work Photo		Measurement Photo		Post-Work Photo				
										
☐ 120590045	DAWN WALKER (B214108)	03/11/2014 8:27 AM	33.434532	-82.023628	2405 ACAPULCO DR	1A	1.00	3.38	2d(GIS: 2D)	4
Crew Photo		Pre-Work Photo		Measurement Photo		Post-Work Photo				
										

UNIT RATE TICKET GEOPORTAL REPORT

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

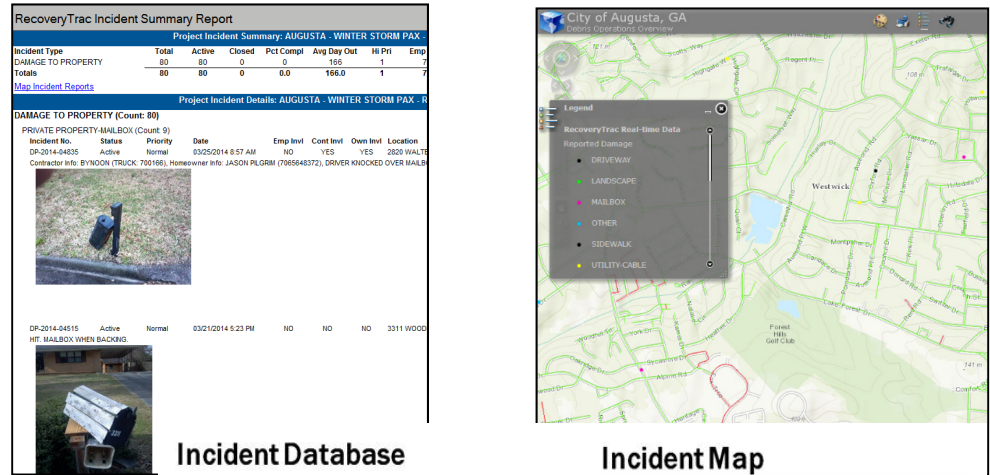
Exhibit 4-12: Unit Rate Ticket Map



Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the Village, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to Village representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the Village. Additionally, the incident map developed from the collection information is essential to quickly identifying unresolved contractor damage before the completion of the program.

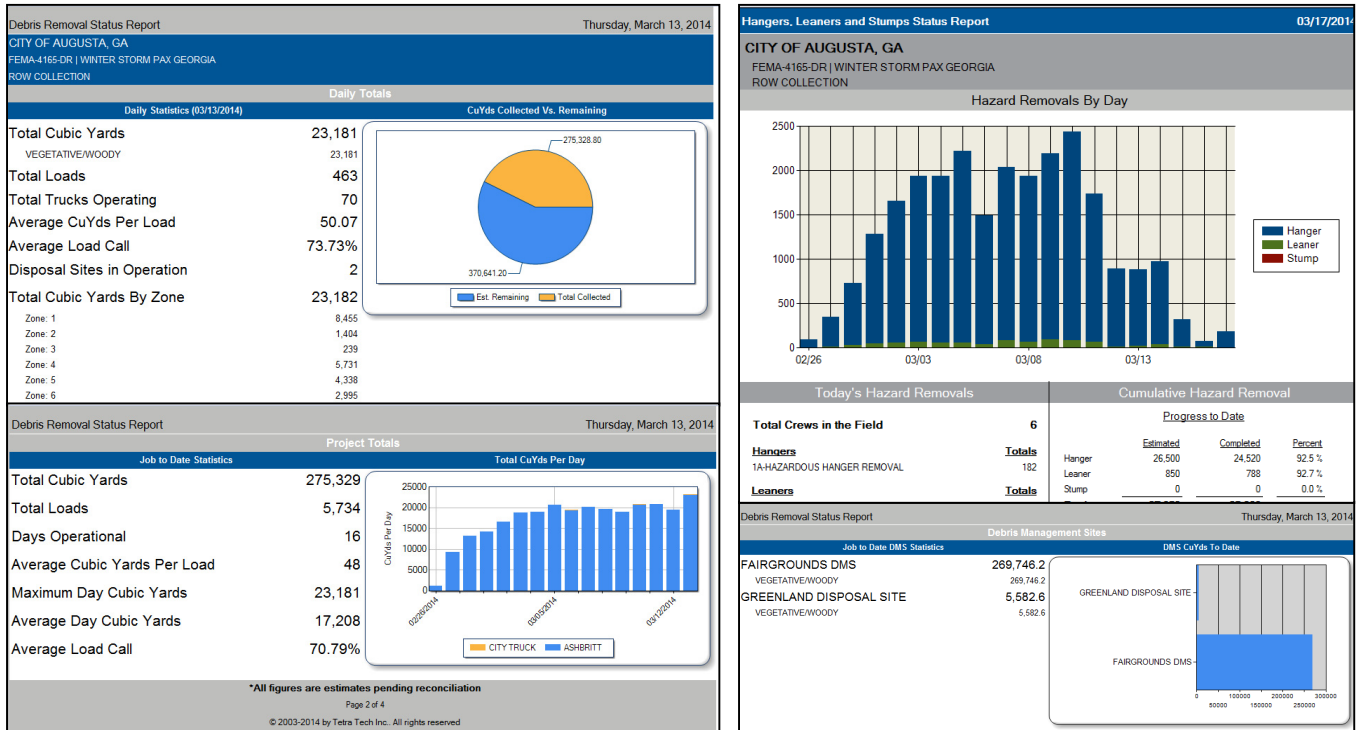
Exhibit 4-13: Incident Report



Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the Village, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and have a history of providing tailored reports to any metrics not captured in the generic reports.

Exhibit 4-14: Sample Custom Reports Developed



Contractor Reconciliation

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

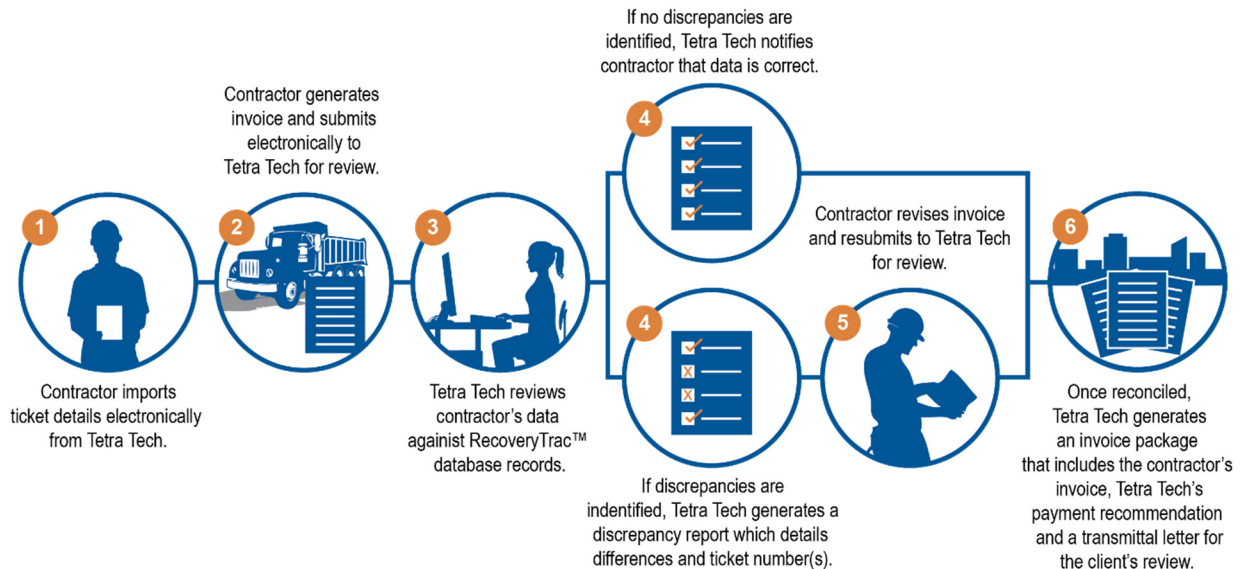
To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruences in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Exhibit 4-15: Contractor Invoice Reconciliation Process



Monitor Training Program

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to Village. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business, and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2016 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.71
- 2015 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.54

- 2015 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.12

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Financial Recovery Assistance Consulting Services

As one of the nation's premier providers of hazard mitigation, emergency preparedness, and response and recovery services, Tetra Tech is dedicated to helping our clients plan for, respond to, and recover from natural and human-caused disasters. Tetra Tech maintains a multidisciplinary staff with experience in disaster response and recovery, grant administration, and emergency management. Many are first responders, former state and local emergency management directors, and consultants who have been at the forefront nationally in developing strategies and plans in support of the U.S. Department of Homeland Security's (DHS) National Recovery Goals.

Tetra Tech offers a complete, end-to-end solution that empowers our clients to protect their most precious assets in times of chaos.

Over the past 20 years, our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the FEMA Public Assistance (PA) Program, including multiple, large PA programs for the States of Vermont, South Dakota, and Connecticut. Our team also has significant experience with FHWA Emergency Relief (FHWA-ER) federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement.

Our team's record of success spans over 300 state and local government clients in response to over 50 declared presidential disasters, representing the recovery of more than \$4 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients not only garnering grant funds but in retaining 99.8 percent of the funds received.

Having a national firm with broad capabilities allows the Village to bring in the right skills and background for the required scope of work and funding source. From engineers with technical capabilities (i.e., transit, road/bridge, water/wastewater, cost estimating) to former federal and state emergency management officials included on our project team, our team has direct experience with the following grant programs:

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Flood Mitigation Assistance Program¹ (FMA)
- FEMA PA Program
- Pre-Disaster Mitigation (PDM)
- Federal Highway Administration-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection

¹Formerly three separate grant programs: FEMA Severe Repetitive Loss Program, FEMA Repetitive Flood Claims Program, and the FEMA Pre-Disaster Mitigation Program.

Section 4: Project Approach

- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program

Tetra Tech has comprehensive experience working with the CDBG and CDBG-DR programs and has a successful record of helping communities across the region bolster recovery efforts and long-term resilience. Tetra Tech has applied our expertise in the CDBG-DR program to help numerous communities navigate complex program requirements, including the development of action plans, consolidated plans, grant management, application procedures, and compliance review among other services.

SECTION 6: FEE SCHEDULE

To the extent that Islamorada, Village of Islands (Village) requests Tetra Tech's assistance, the following positions and hourly rates shall apply. The fees for these services will be provided on a time and materials basis plus reasonable expenses directly related to the services furnished under the resulting agreement. Non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the Village shall be invoiced at cost, without mark-up.

Exhibit 6-1: Hourly Rate Schedule for Debris Monitoring Services

Description	Hourly Rate
Project Manager	\$75.00
Operations Manager	\$62.00
FEMA Coordinator	\$85.00
Field Supervisor	\$42.00
Data Manager/GIS	\$55.00
Billing/Invoice Analyst	\$45.00
Project Coordinator	\$34.00
Disposal Site/Tower Monitor	\$34.00
Field Coordinators/Collection Monitors	\$34.00

Positions and Hourly Rates for Financial Recovery Assistance Services

Exhibit 6-2 provides a listing of positions that may be required to complete the financial recovery assistance/grant management services listed in the Village's request for proposal. The fees for these services can be provided to the Village on a time and materials basis. Non-labor related expenses will be invoiced at cost, without mark-up.

Exhibit 6-2: Hourly Rates for Financial Recovery Assistance Consulting Services

Labor Category	Hourly Labor Rate
Administrative Assistant	\$42.00
Research Assistant	\$51.00
Analytical Aide/Surveyor	\$75.00
Consulting Aide/Cost Estimator	\$85.00
Junior Consultant	\$100.00
Grant Management Consultant	\$115.00
Senior Grant Management Consultant	\$125.00
Supervising Consultant	\$145.00

Section 6: Fee Schedule

Labor Category	Hourly Labor Rate
Program Manager	\$165.00
Senior Program Manager	\$175.00
Principal Consultant	\$190.00
Subject Matter Expert	\$225.00

**To the extent that legal services are required for FEMA appeals support, such legal services will be billed at a rate of \$350 per hour.*

RESOLUTION NO. 20-02-13

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING AND RATIFYING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., FOR DEBRIS MONITORING SERVICES; 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 PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) secured the services of an experienced monitoring contractor capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from public property, public rights-of-way and at temporary debris staging and reduction sites, thereby ensuring the lawful disposal of all debris immediately after a hurricane or other natural or man-made disaster through Request for Proposals (“RFP 17-06”); and

WHEREAS, at its regular meeting on September 6, 2017 the Village Council ratified the Professional Service Agreement with Tetra Tech, Inc. (“Tetra Tech”), the highest-ranked firm for the services set forth in RFP 17-06, which had been executed by the Village Manager on September 5, 2017; and

WHEREAS, in performance of the services under this Agreement, Tetra Tech must comply as applicable with regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, standards and 2 C.F.R. Part 200; and

WHEREAS, the Village Council has determined that approval and execution of Amendment No. 1 to the Agreement (Exhibit “A” attached hereto) to incorporate federal procurement language from 2 C.F.R Part 200 is in the best interests 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 Amendment. The Village Council of Islamorada, Village of Islands, hereby approves and ratifies execution of Amendment No. 1 with Tetra Tech for debris monitoring services.

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

Section 6. Effective Date. This Resolution shall take effect retroactive to September 5, 2017.

Motion to adopt by Councilwoman Deb Gillis, second by Councilman Chris Sante.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster	YES
Vice Mayor Ken Davis	YES
Councilwoman Deb Gillis	YES
Councilman Jim Mooney	YES
Councilman Chris Sante	YES

PASSED AND ADOPTED ON THIS 13th DAY OF FEBRUARY, 2020.



MIKE FORSTER, VILLAGE MAYOR

ATTEST:



KELLY TOOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
CONTRACT: Debris Monitoring Services
(RFP-17-06)

AMENDMENT NO. 1
Effective September 5, 2017

This Amendment No. 1 to the Contract for Debris Monitoring Services ("Amendment") is made and entered into this 13th day of February, 2020, by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA** ("Village") and **TETRA TECH, INC.** ("Contractor").

RECITALS

WHEREAS, the Village entered into a Contract for Debris Monitoring Services ("Contract") with Contractor dated September 5, 2017 (RFP-17-06);

WHEREAS, in performance of the services under this Contract, Contractor must comply as applicable with regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, standards and 2 C.F.R. Part 200; and

WHEREAS, the parties desire to amend the Contract in order to add a new Section to Article of 13 of the Contract; and

NOW THEREFORE, the parties hereby agree as follows:

1. The following Section 13.16 to Article 13 is hereby added to the Contract:

13.16 Federal Provisions. *The VILLAGE and CONTRACTOR shall comply with the applicable terms of Addendum A – Federal Provisions, which is attached to and incorporated in this Contract.*

2. This Amendment No. 1 shall be retroactive with an effective date of September 5, 2017.
3. Except as modified by this Amendment No. 1, all terms and conditions of the original Contract shall remain in full force and effect for the term of the Contract.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date above written.

TETRA TECH, INC.



By: Jonathan Burgiel
Title: Business Unit President

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**



By: Seth Lawless
Title: Village Manager

ADDENDUM A

FEDERAL CONTRACT PROVISIONS

(The following clauses apply to this contract to the extent allowed by Florida law)

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. *CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. 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.*
2. *CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*
3. *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.*
4. *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.*
5. *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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.*
6. *In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the 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.*
7. *CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 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 interest of the United States.

B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

When applicable, CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

When applicable, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR and CLIENT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CLIENT must report all suspected or reported violations to the appropriate Federal agency.

1. *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 Contract.*
2. *Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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.*
3. *Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.*

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

When applicable, Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

When applicable, if the Federal award meets the definition of "funding agreement" under 37

CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.

F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR 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 Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 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; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

J. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

K. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I))

Vendors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award. If not provided with the bid response, Vendor must complete and submit the Certification Regarding Lobbying Form within three business days of CLIENT's request.

FEMA Project #	State PW#	FEMA Category	Work Completed / Fully Documents	Costs Submitted by Village	Date Obligated by FEMA	Obligated / Eligible Funds by FEMA	FUNDING BREAKDOWN	Federal Share	State Share	Village Share of Obligated Costs	Fund
EMERGENCY PROTECTIVE MEASURE PROJECTS											
Debris removal 09/04/17 - 09/17/17											
13347	1343	A - Debris Removal	3/1/2018	\$ 185,661.83	3/18/2019	\$ 55,703.56	Funding Breakdown	90% 50,133.20	5% 2,785.18	5% 2,785.18	General
PROJECT CLOSED 11/10/2020							Funds Rcvd (6/17/19 - Pmt 1)	41,777.67	6,962.95	2,785.18	
							Funds Rcvd (1/22/20 - Pmt 13&14)	8,355.53	(4,177.77)	-	
							Funds Due	0.00	0.00	(0.00)	
							TOTAL FEMA & FDEM FUNDS RCVD			52,918.38	
							TOTAL FEMA & FDEM FUNDS DUE			(0.00)	
							TOTAL VILLAGE SHARE			2,785.18	
Debris removal 09/18/17 - 10/17/17											
14098	5504	A - Debris Removal	11/15/2018	\$ 2,816,568.59	4/29/2019	\$ 2,816,568.59	Funding Breakdown (Revised)	90% 2,457,033.73	5% 136,501.87	5% 136,501.87	General
							Funds Rcvd (6/7/19 - Pmt 3)	1,151,064.13	63,948.01	136,501.87	
							Funds Rcvd (2/11/20 - Pmt 17)	325,346.22	18,074.79	-	
							Funds Rcvd (3/27/20 - Pmt 23)	-	29,402.82		
							Funds Rcvd (4/1/20 - Pmt 23)	529,250.69	-		
							Funds Rcvd (11/23/20 - Pmt 26)	111,686.99	6,204.83		
							Funds Rcvd (12/15/20 - Pmt 27)	334,825.70	18,601.43		
							Funds Rcvd (7/22/21 - Pmt 29)	4,860.00	270.00		
							Funds Due	0.00	(0.01)	-	
							TOTAL FEMA & FDEM FUNDS RCVD			2,593,535.61	
							TOTAL FEMA & FDEM FUNDS DUE			(0.00)	
							TOTAL VILLAGE SHARE			136,501.87	
Debris removal 10/18/17 - 3/10/18											
14101	5069	A - Debris Removal	11/15/2018	\$ 4,431,359.67	10/16/2019	\$ 4,431,693.93	Funding Breakdown (Revised)	90% 3,982,895.21	5% 221,271.96	5% 221,271.96	General
							Funds Rcvd (11/14/19 - Pmt 8)	1,264,067.78	70,225.99	221,271.96	
							Funds Rcvd (2/27/20 - Pmt 20)	1,132,695.57	62,927.53		
							Funds Rcvd (3/26/20 - Pmt 22)	-	44,215.59		
							Funds Rcvd (3/31/20 - Pmt 22)	795,880.60	-		
							Funds Rcvd (6/16/20 - Pmt 24)	355,011.47	19,722.86		
							Funds Rcvd (12/23/21 - Pmt 30)	26,157.38	1,453.19		
							Funds Rcvd (1/24/22 - Pmt 31)	79,470.72	4,415.04		
							Funds Rcvd (4/5/22 - Pmt 32)	187,760.90	10,431.16		
							Funds Rcvd (5/24/22 - Pmt 33)	141,554.50	7,864.14		
							Funds Due	296.29	16.46	-	
							TOTAL FEMA & FDEM FUNDS RCVD			4,203,854.42	
							TOTAL FEMA & FDEM FUNDS DUE			312.74	
							TOTAL VILLAGE SHARE			221,271.96	
Public emergency pay for staff											
14107	6728	B - Emergency Protective Measures	3/25/2019	\$ 272,003.02	5/6/2019	\$ 89,838.45	Funding Breakdown	100% 89,838.45	0% -	0% -	General
							Funds Rcvd (7/18/19 - Pmt 6)	89,838.45	-	-	
							Funds Due	-	-	-	
							TOTAL FEMA & FDEM FUNDS RCVD			89,838.45	
							TOTAL FEMA & FDEM FUNDS DUE			-	
							TOTAL VILLAGE SHARE			-	

FEMA Project #	State PW#	FEMA Category	Work Completed / Fully Documents	Costs Submitted by Village	Date Obligated by FEMA	Obligated / Eligible Funds by FEMA	FUNDING BREAKDOWN	Federal Share	State Share	Village Share of Obligated Costs	Fund
PERMANENT WORK PROJECTS											
Damaged public streets											
25399	6081	C - Roads and Bridges	9/28/2020	\$ 404,891.20	8/12/2019	\$ 247,655.42	Funding Breakdown	90%	5%	5%	Transportation
					PROJECT CLOSE in process		222,889.88	12,382.77	12,382.77		
							Funds Rcvd (4/13/21 - Pmt 28)	222,889.88	12,382.77	12,382.77	
							Funds Due	(0.00)	0.00	0.00	
							TOTAL FEMA & FDEM FUNDS RCVD			235,272.65	
							TOTAL FEMA & FDEM FUNDS DUE			(0.00)	
							TOTAL VILLAGE SHARE			12,382.77	
Bubble Curtains											
40897	6017	D - Water Control		\$ 36,823.66	5/8/2019	\$ 36,823.66	Funding Breakdown	90%	5%	5%	Capital Project
					PROJECT CLOSED 11/10/2020		33,141.29	1,841.18	1,841.18		
							Funds Rcvd (8/1/19 - Pmt 7)	27,617.75	4,602.96	1,841.18	
							Funds Rcvd (4/13/20 - Pmt 18&19)	5,523.54	(2,761.77)	-	
							Funds Due	(0.00)	(0.00)	0.00	
							TOTAL FEMA & FDEM FUNDS RCVD			34,982.47	
							TOTAL FEMA & FDEM FUNDS DUE			0.00	
							TOTAL VILLAGE SHARE			1,841.18	
Waste Water Collection System Repairs											
31346	2049	F - Utilities	4/25/2018	\$ 319,257.19	3/18/2019	\$ 84,349.22	Funding Breakdown	90%	5%	5%	Wastewater
					PROJECT CLOSED 11/10/2020		75,914.30	4,217.46	4,217.46		
							Funds Rcvd (5/31/19 - Pmt 2)	63,261.92	10,543.65	4,217.46	
							Funds Rcvd (1/22/20 - Pmt 9&10)	12,652.38	(6,326.19)	-	
							Funds Due	0.00	(0.00)	0.00	
							TOTAL FEMA & FDEM FUNDS RCVD			80,131.76	
							TOTAL FEMA & FDEM FUNDS DUE			0.00	
							TOTAL VILLAGE SHARE			4,217.46	
Resurfacing Athletic Field											
25434	1538	G - Parks, Rec	1/11/2019	\$ 272,350.95	3/13/2019	\$ 272,350.95	Funding Breakdown	90%	5%	5%	Capital Project
					PROJECT CLOSED 2/8/2022		245,115.86	13,617.55	13,617.55		
							Funds Rcvd (11/23/20 - Pmt 25)	245,115.86	13,617.55	13,617.55	
							Funds Due	(0.00)	(0.00)	(0.00)	
							TOTAL FEMA & FDEM FUNDS RCVD			258,733.41	
							TOTAL FEMA & FDEM FUNDS DUE			0.00	
							TOTAL VILLAGE SHARE			13,617.55	
Walkways and bike paths											
32580	5985	G - Parks, Rec	11/19/2019	\$ 169,108.80	4/16/2019	\$ 42,232.74	Funding Breakdown	90%	5%	5%	Transportation
					PROJECT CLOSED 11/10/2020		38,009.47	2,111.64	2,111.64		
							Funds Rcvd (6/26/19 - Pmt 4)	31,674.56	5,279.09	2,111.64	
							Funds Rcvd (1/22/20 - Pmt 15&16)	6,334.91	(3,167.45)	-	
							Funds Due	(0.00)	(0.00)	(0.00)	
							TOTAL FEMA & FDEM FUNDS RCVD			40,121.11	
							TOTAL FEMA & FDEM FUNDS DUE			0.00	
							TOTAL VILLAGE SHARE			2,111.64	

ISLAMORADA, VILLAGE OF ISLANDS

ATTACHMENT E

Updated: 6/11/2023

FEMA Project #	State PW#	FEMA Category	Work Completed / Fully Documents	Costs Submitted by Village	Date Obligated by FEMA	Obligated / Eligible Funds by FEMA	FUNDING BREAKDOWN	Federal Share	State Share	Village Share of Obligated Costs	Fund
Founders Park - Golf Cage & Marquee Sign								90%	5%	5%	Capital Project
14121	5686	G - Parks, Rec	1/30/2019	\$ 72,884.60	4/15/2019	\$ 72,884.60	Funding Breakdown	65,596.14	3,644.23	3,644.23	
							Funds Rcvd (6/26/19 - Pmt 5)	54,663.45	9,110.58	3,644.23	
							Funds Rcvd (1/22/20 - Pmt 11&12)	10,932.69	(5,466.35)	-	
							Funds Due	-	(0.00)	-	
							TOTAL FEMA & FDEM FUNDS RCVD			69,240.37	
							TOTAL FEMA & FDEM FUNDS DUE			(0.00)	
							TOTAL VILLAGE SHARE			3,644.23	
Z - Direct Administrative Costs								90%	5%	5%	General
42465	8291		10/20/2019	\$ 454,219.25	7/14/2020	\$ 416,306.54	Funding Breakdown	374,675.89	20,815.33	20,815.33	
							Funds Rcvd (7/29/22&8/1/22 Pmt 34)	187,337.94	10,407.66	20,815.33	
							Funds Rcvd (2/23/23 - Pmt 35)	74,935.18	4,163.07	-	
							Funds Due	112,402.77	6,244.60	(0.00)	
							TOTAL FEMA & FDEM FUNDS RCVD			276,843.85	
							TOTAL FEMA & FDEM FUNDS DUE			118,647.35	
							TOTAL VILLAGE SHARE			20,815.33	
							Obligated Funding @ 9/30/2023	7,635,243.41	419,189.16	419,189.16	
							Funds Rcvd FY 18-19	1,459,897.92	100,447.23	419,189.16	
							Funds Rcvd FY 19-20	4,446,051.38	222,670.05	-	
							Funds Rcvd FY 20-21	919,378.43	51,076.58	-	
							Funds Rcvd FY 21-22	622,281.44	34,571.19	-	
							Funds Rcvd FY 22-23	74,935.18	4,163.07	-	
							Funds Due	112,699.05	6,261.04	0.00	
							TOTAL IRMA EXPENSES		a	9,435,128.76	
							VILLAGE SHARE			419,189.16	
							INELIGIBLE INVOICES		b	542,317.86	
							TOTAL FEMA OBLIGATION		a - b	8,473,621.74	
							TOTAL FEMA & FDEM FUNDS RCVD			7,935,472.47	
							TOTAL FED & STATE FUNDS DUE			118,960.10	
Total Payments to Ashbritt, Inc. (includes tipping fees at landfill)							\$6,554,894.28				
Total Payments to Tetra Tech, Inc.							\$890,323.56				

PROJECTS NOT YET OBLIGATED

[illegible]



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: July 6, 2023
SUBJECT: **Resolution Approving Amendment No. 3 to the Agreement with Ashbritt, Inc., for Debris Management Services - TAB 12**

Background:

The Village advertised a Request for Proposals (RFP) for Debris Management and Disaster Response Services (RFP 17-05) from June 1, 2017 through July 7, 2017. Attachment B is RFP 17-05. At its regular meeting on August 3, 2017, the Village Council passed and adopted Resolution No. 17-08-51, thereby approving the final rankings and recommendations of the RFP 17-05 Review Committee. The Review Committee recommended the highest-ranked proposer, Ashbritt, Inc. ("Ashbritt"), for selection to provide debris management services. Resolution No. 17-08-51 authorized the Village Manager and the Village Attorney to negotiate the terms and conditions of a Professional Services Agreement with Ashbritt, to be subsequently presented to the Village Council for its approval. At its regular meeting on September 6, 2017, the Village Council ratified a Professional Services Agreement with Ashbritt executed by the Village Manager on September 5, 2017, in anticipation of Hurricane Irma that was approaching the Florida Keys. Attachment C is the Agreement with Ashbritt and includes portions of Ashbritt's proposal in response to RFP 17-05 as an exhibit.

In response to Hurricane Irma, the Village engaged Ashbritt, Inc., to provide debris management services and Tetra Tech, Inc., to provide debris monitoring services. The two companies successfully worked together to provide a high level of service to the Village. The Agreement with Ashbritt does not specify a termination date and provides that the Agreement shall take effect as of the date of execution as shown therein and continue for such time as is contemplated by the Village.

On October 26, 2017, the Village Council adopted Resolution No. 17-10-91 approving Amendment No. 1 to the Agreement to clarify certain disposal fees that were not clearly delineated in the original Agreement between the Village and Ashbritt.

On February 13, 2020, the Village Council adopted Resolution No. 20-02-14 approving Amendment No. 2 to the Agreement incorporating federal procurement language from 2 C.F.R. Part 200. Attachment D provides a copy of Amendment No. 1 and Amendment No. 2.

The Florida Department of Transportation ("FDOT") is responsible for debris management activities in the rights-of-way along the Overseas Highway (U. S. Highway #1) following a storm or hurricane event. After Hurricane Irma, because FDOT contractors were not picking up along U. S. Highway #1, the Village issued RFP 17-10 specific to debris management services along U. S. Highway #1 in Islamorada from November 15, 2017, through November

20, 2017. The Village entered into a separate agreement with Ashbritt including a separate fee schedule for these services. Supporting documents are not included in this agenda package. They will be provided upon request.

Analysis:

During Hurricane Irma, Ashbritt provided valuable debris management services to the Village. As the 2023 Hurricane Season begins, the Village continues to need a contractor for debris management services should a hurricane event occur. Ashbritt was formed in October 1992 and is a national turnkey rapid-response recovery and special environmental services contractor with a main office in Deerfield Beach, Florida. Key personnel, including Randal R. Perkins (Founder and Operations Advisor) and Holly Raschein (Director of Governmental Relations, former State Representative, and current Monroe County Commissioner), own property, live, and work in the Florida Keys. Ashbritt continues to be responsive to the Village, and many of the same employees who assisted the Village in response to Hurricane Irma still work for Ashbritt today. Their services include a training portal for Village staff to learn more about debris and emergency management.

In preparation for the 2023 Hurricane season, Ashbritt provided an updated fee schedule for continuing debris management and removal services and for provision of personnel and equipment as needed for Village Council consideration. Attachment A is a Resolution to approve Amendment No. 3 to the Agreement with Ashbritt, and Exhibit 1 to Amendment No. 3 is the proposed 2023 fee schedule. Most of the fees reflect changes in pricing based on the change in Consumer Price Index for All Urban Consumers (CPI-U) from April 2022 to April 2023 at 5.5%. Other fees have been adjusted in accordance with the current market. Attachment E is a letter from Ashbritt explaining the changes in the fee schedule.

Alternatively, the Village Council may opt to direct staff to go through a new bid process to seek proposals for debris management services. In that event, the Agreement with Ashbritt would not be terminated until the new bid process is completed. Amendment No. 3 would still be needed to establish rates for 2023 should an event occur before a new bid process can be completed.

Budget Impact:

Payment for services under the Agreement does not occur unless an actual emergency or natural disaster event occurs and the Village issues a work authorization to the Contractor. The Village Council maintains 40% of budgeted expenditures in assigned fund balance in the General Fund for emergency response and recovery. As of September 30, 2022, this amount is estimated to be almost \$7.2 million. If a hurricane impacts Islamorada, staff would seek approval from the Village Council to issue a work authorization under the Agreement, to specify a not-to-exceed amount for the services, and to utilize assigned fund balance accordingly.

Attachment F is a summary of the Hurricane Irma reimbursement projects. Most are completed and closed or in the process of being closed. FEMA is still evaluating the Anne's Beach Boardwalk Replacement project and has yet to obligate the project.

Staff Impact:

Staff will work with the Contractor before a storm event occurs to ensure policies are in place and procedures are identified in preparation of a storm event or other disaster. Village staff at

the direction of the Village Manager and Emergency Manager/Fire Chief would manage the contract, oversee contractor activities and ensure that the Village's corresponding needs are met.

Recommendation:

It is recommended that the Village Council pass and adopt the Resolution (Attachment A), thereby approving execution of Amendment No. 3 to the Professional Services Agreement with Ashbritt, Inc., for debris management services and that the Village continue its relationship with Ashbritt, which has provided a high level of service to the Village historically.

- Attachments:**
1. 2a_Att A_Reso_Amend 3_Ashbritt Agrmt_070623 RVCM
 2. 2b_Ex 1_Debris Mgmt Fee Schedule_Ashbritt
 3. 3_Att B_RFP 17-05
 4. 4_Att C_17-09-76_Ashbritt Agrmt
 5. 5_Att D_Amend 1 & 2
 6. 6_Att E_AshBritt Ltr to VC
 7. 7_Att F_Hurricane Irma Project Status

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASHBRIIT, INC., FOR DEBRIS MANAGEMENT SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") secured the services of an experienced debris management and emergency response contractor capable of efficiently providing all necessary expertise, personnel, tools, materials, equipment, transportation, supervision and overall services for disaster recovery and removal of large volumes of disaster-generated debris from public property, public rights-of-way and at temporary debris staging and reduction sites, thereby ensuring the lawful disposal of all debris immediately after a hurricane or other natural or man-made disaster through Request for Proposals ("RFP 17-05"); and

WHEREAS, at its regular meeting on September 6, 2017 the Village Council ratified the Professional Service Agreement with Ashbriit, Inc. ("Ashbriit"), the highest-ranked firm for the services set forth in RFP 17-05, which was executed by the Village Manager on September 5, 2017 (the "Agreement"); and

WHEREAS, on October 26, 2017, the Village Council adopted Resolution No. 17-10-91 approving Amendment No. 1 to the Agreement to clarify certain disposal fees that were not clearly delineated in the original Agreement between the Village and Ashbriit; and

WHEREAS, in performance of the services under the Agreement, Ashbriit must comply as applicable with regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, standards and 2 C.F.R. Part 200; and

WHEREAS, at its meeting on February 13, 2020, the Village Council adopted Resolution No. 20-02-14 approving Amendment No. 2 to the Agreement incorporating federal procurement language from 2 C.F.R Part 200; and

WHEREAS, Article 11.2 of the Agreement provides that the Agreement shall take effect as of the date of execution as shown therein and continue for such time as is contemplated by the Village; and

WHEREAS, the Village and Ashbritt desire to enter into Amendment No. 3 to the Agreement ("Amendment No. 3"), attached here to as Exhibit "A", to update the Fee Schedule and to add additional provisions to the Agreement; and

WHEREAS, the Village Council finds that approval of Amendment No. 3 to the Agreement with Ashbritt 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 Amendment. The Village Council of Islamorada, Village of Islands, hereby approves execution of Amendment No. 3 with Ashbritt for debris management services.

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 Amendment No. 3.

Section 4. Execution of Amendment No. 3. The Village Manager is authorized to execute Amendment No. 3 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Amendment No. 3 and to execute any extensions and/or amendments to the Amendment, subject to the approval as to form and legality by the Village Attorney.

DEBRIS MANAGEMENT AND REMOVAL FEE SCHEDULE

Rates applicable to initial debris clearance activities necessary to eliminate life and safety threats and to debris removal activities as a means to recovery.

ASHBRITT CURRENT RATES	2023 PROPOSED RATES	% Increase
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Collection, Reduction and Disposal

All costs of haul out and disposal as applicable include staff/operator compensation and equipment. Tipping fees and disposal costs shall be paid by the Contractor, and actual incurred costs shall be invoiced to the Village for reimbursement.

Vegetative storm debris –

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village		\$	7.50 / yd ³	\$	7.91	5.50%
Reduction		\$	1.00 / yd ³	\$	1.06	5.50%
Reduced debris final disposal at a landfill or other final disposal site	<u>Distance to landfill</u>					
	0 - 45 miles	\$	2.50 / yd ³	\$	2.64	5.50%
	46 - 60 miles	\$	4.95 / yd ³	\$	5.22	5.50%
	60 - 90 miles	\$	8.00 / yd ³	\$	8.44	5.50%
	> 90 miles	\$	15.00 / yd ³	\$	15.83	5.50%

Construction and demolition debris –

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village.		\$	7.50 / yd ³	\$	7.91	5.50%
Hauled and dumped for final disposal at a landfill or other final disposal site.	<u>Distance to landfill</u>					
	0 - 15 miles	\$	2.00 / yd ³	\$	2.11	5.50%
	16 - 30 miles	\$	2.50 / yd ³	\$	2.64	5.50%
	31 - 60 miles	\$	4.95 / yd ³	\$	5.22	5.50%
	61 - 90 miles	\$	8.00 / yd ³	\$	8.44	5.50%
	> 91 miles	\$	15.00 / yd ³	\$	15.83	5.50%
Additional cost for any debris hauled and dumped for final disposal at a landfill or other final disposal site.	> 91 miles		/ yd ³ /mile	\$	0.13	
Demolition of Structures		\$	2.50 / ft ²	\$	2.64	5.50%
Resulting structure demolition construction debris removal and disposal costs		\$	20.00 / yd ³	\$	21.10	5.50%

White Goods

Collection	\$	50.00	Each	\$	52.75	5.50%
Disposal	\$	50.00	Each	\$	52.75	5.50%
Freon Removal / Disposal	\$	45.00	Each	\$	47.48	5.50%

Seaweed

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village	\$	15.00 / yd ³	\$	15.83	5.50%
Hauled and dumped for final disposal at a landfill or other final disposal site.	\$	15.00 / yd ³	\$	15.83	5.50%

Motor Vehicles Removal

From right-of-way, including towing, processing and disposal	\$	250.00	Each	\$	263.75	5.50%
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TDMS Site Management

	\$	2.95 / yd ³	\$	3.11	5.50%
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ASHBRITT CURRENT RATES	2023 PROPOSED RATES	% Increase
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Hazardous Tree, Stump and Limb Removal

Hangers - cut only		\$ 65.00 / Tree	\$ 68.58	5.50%
Leaners- cut only	<u>Diameter</u>			
	13" to 24"	\$ 50.00 / Tree	\$ 52.75	5.50%
	25" to 48"	\$ 150.00 / Tree	\$ 158.25	5.50%
	49" to 72"	\$ 450.00 / Tree	\$ 474.75	5.50%
	> 72"	\$ 450.00 / Tree	\$ 474.75	5.50%
Stumps (measured at 24" above grade)	<u>Diameter</u>			
	24" to 48"	\$ 150.00 / Stump	\$ 158.25	5.50%
	49" to 72"	\$ 175.00 / Stump	\$ 184.63	5.50%
	> 72"	\$ 450.00 / Stump	\$ 474.75	5.50%
Stump Backfill		\$ 30.00 / Stump	\$ 31.65	5.50%

Vessel/Boat Removal

Boat removal from land (up to 26' in length)				
<i>(include costs for one mobilization per event and staff/operators)</i>				
Cost for crane		\$ 200.00 / hour	\$ 211.00	5.50%
Cost for transportation to final destination site (include staff/operators/equipment)		\$ 25.00 / mile	\$ 26.38	5.50%
Boat removal from land (over 26' in length)				
<i>(include costs for one mobilization per event and staff/operators)</i>				
Cost for crane		\$ 200.00 / hour	\$ 211.00	5.50%
Cost for transportation to final destination site (include staff/operators/equipment)		\$ 30.00 / mile	\$ 31.65	5.50%
Boat removal from canals (up to 26' in length)				
<i>(include costs for one mobilization per event and staff/operators)</i>				
Cost for removal of fuel from vessel		\$ 75.00 / hour	\$ 79.13	5.50%
Cost for certified divers if necessary		\$ 240.00 / hour	\$ 253.20	5.50%
Cost for barge		\$ 325.00 / hour	\$ 342.88	5.50%
Cost for crane		\$ 300.00 / hour	\$ 316.50	5.50%
Cost for transportation to final destination site (include staff/operators/equipment)		\$ 25.00 / mile	\$ 26.38	5.50%
Boat removal from canals (over 26' in length)				
<i>(include costs for one mobilization per event and staff/operators)</i>				
Cost for removal of fuel from vessel		\$ 75.00 / hour	\$ 79.13	5.50%
Cost for certified divers if necessary		\$ 240.00 / hour	\$ 253.20	5.50%
Cost for barge		\$ 325.00 / hour	\$ 342.88	5.50%
Cost for crane		\$ 300.00 / hour	\$ 316.50	5.50%
Cost for transportation to final destination site (include staff/operators/equipment)		\$ 30.00 / mile	\$ 31.65	5.50%

Canal Debris Removal

Removal of vegetative debris from canals		\$ 25.00 / yd ³	\$ 26.38	5.50%
<i>Include costs for one mobilization per event and staff/operators; following notice from Village, which includes refusal by National Resource & Conservation Service</i>				
Stump on bank of canal (cut)				
<i>(Stumps on the bank that have fallen into water causing hazard to navigation where cut 2' stump above grade will be considered vegetative debris)</i>				
		\$ 25.00 / yd ³	\$ 26.38	5.50%
Stumps on bank of canal (not cut)				
<i>(Stumps on bank where root ball is on the right-of-way of canal)</i>				
	<u>Diameter</u>			
	24" to 48" diameter	\$ 150.00 / Stump	\$ 158.25	5.50%
	49" to 72" diameter	\$ 175.00 / Stump	\$ 184.63	5.50%
	> 72" diameter	\$ 450.00 / Stump	\$ 474.75	5.50%

ASHBRITT CURRENT RATES	2023 PROPOSED RATES	% Increase
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Back fill material for stump hole on canal bank	\$ 25.00 / Stump hole	\$ 26.38	5.50%
Restoration of Canal banks and Slopes (includes fill and grading)	\$ 25.00 / yd ³	\$ 26.38	5.50%
Motor Vehicle Removal from canal including towing, processing and disposal	\$ 250.00 Each	\$ 263.75	5.50%
Cost for removal of fuel from vessel	\$ 75.00 / hour	\$ 79.13	5.50%
Cost for certified divers if necessary	\$ 240.00 / hour	\$ 253.20	5.50%
Cost for barge	\$ 325.00 / hour	\$ 342.88	5.50%
Cost for crane	\$ 300.00 / hour	\$ 316.50	5.50%
Cost for transportation to final destination site (include staff/operators/equipment)	\$ 20.00 / mile	\$ 21.10	5.50%

Other Services

Household Hazardous Waste/ Contaminated Debris management	\$ 18.00 / lb	\$ 18.99	5.50%
Putrescent Waste Disposal	\$ 5.00	\$ 5.28	5.50%
Deceased animal collection, transportation and disposal	\$ 3.25 / lb	\$ 3.43	5.50%
Soil, mud and sand removal	\$ - / yd ³	\$ 42.00	
Sand collection (Short Haul)	\$ 10.00 / yd ³	\$ 42.00	320.00%
Video Record of pre-and post-TDMS site	\$ - Each	\$ 1,500.00	
Environmental testing limited to soil sampling, including travel	\$ - Each	\$ 1,150.00	
Laboratory fees associated with soil sampling	\$ - Each	\$ 110.00	
TDMS site grading	\$ - / ft ²	\$ 1.70	
Provide Topsoil for TDMS site restoration	\$ 16.00 / yd ³	\$ 60.62	278.88%
Provide Gravel (3/4") for TDMS site restoration	\$ 30.00 / yd ³	\$ 67.50	125.00%
Removing seaweed from beach (as authorized) to clean and grade beach	\$ 25.00 / yd ³	\$ 26.38	5.50%

HOURLY FEE SCHEDULE

All equipment rates below include operator, fuel, and maintenance costs.

ASHBRITT CURRENT RATES	2023 PROPOSED RATES	% Increase
<i>(Hourly Rate)</i>	<i>(Hourly Rate)</i>	

Personnel / Equipment

30-Ton Crane	\$ 195.00	\$ 310.00	58.97%
Stump Grinder	\$ 50.00	\$ 110.00	120.00%
50' Bucket Truck	\$ 175.00	\$ 295.00	68.57%
Track-Hoes John Deere 690 Equivalent	\$ 110.00	\$ 225.00	104.55%
D-6 Dozers or Equivalent	\$ 135.00	\$ 265.00	96.30%
John Deere 544 or Equivalent	\$ 155.00	\$ 245.00	58.06%
Service Trucks	\$ 85.00	\$ 110.00	29.41%
Tractor with Box Blade	\$ 65.00	\$ 75.00	15.38%
18-25 Cubic yard Dump Truck	\$ 75.00	\$ 165.00	120.00%
25-35 Cubic Yard Dump Truck	\$ 105.00	\$ 175.00	66.67%
35-45 Cubic Yard Dump Truck	\$ 115.00	\$ 175.00	52.17%
50 Cubic Yard Dump Truck or larger	\$ 125.00	\$ 190.00	52.00%
Self loading Grapple Truck/Knuckleboom Truck	\$ -	\$ 295.00	
850 HP or Equivalent Tree Grinder	\$ 475.00	\$ 550.00	15.79%
Water Truck (2000 gal.)	\$ 75.00	\$ 155.00	106.67%
Rubber Tire Backhoe	\$ 120.94	\$ 145.00	19.89%
Motor Grader	\$ 129.00	\$ 295.00	128.68%
Climber with Gear	\$ 85.00	\$ 125.00	47.06%
Superintendent with Truck	\$ 75.00	\$ 125.00	66.67%
Foreman with Truck	\$ 50.00	\$ 95.00	90.00%
Operator with Chainsaw	\$ 40.00	\$ 85.00	112.50%
Traffic Control Personnel	\$ 40.00	\$ 75.00	87.50%
Laborer	\$ 30.00	\$ 75.00	150.00%
Field Project Foreman	\$ 65.00	\$ 95.00	46.15%
Administrative Assistant	\$ 35.00	\$ 75.00	114.29%

	ASHBRITT CURRENT RATES	2023 PROPOSED RATES	% Increase
	<i>(Hourly Rate)</i>	<i>(Hourly Rate)</i>	
Clerical	\$ 35.00	\$ 65.00	85.71%
Pickup Truck	\$ 10.00	\$ 25.50	155.00%
Pickup Truck, Extended Cab	\$ 11.00	\$ 30.00	172.73%
Pickup Truck, 4 X 4	\$ 11.00	\$ 45.00	309.09%
Pickup Truck, 1 Ton	\$ 13.00	\$ 55.00	323.08%
Mechanized Broom	\$ 95.00	\$ 145.00	52.63%
Trackhoe, 490 or Equivalent	\$ 145.00	\$ 195.00	34.48%
Bulldozer, D4 or Equivalent	\$ 110.00	\$ 210.00	90.91%
12 Ton Lowboy	\$ 65.00	\$ 185.00	184.62%
50 Ton Lowboy	\$ 130.00	\$ 200.00	53.85%
Skidsteer	\$ 95.00	\$ 175.00	84.21%
Rubber Tire Excavator	\$ 110.00	\$ 200.00	81.82%
Vac Truck to Clean Out Inlets	\$ 150.00	\$ 275.00	83.33%



Islamorada, Village of Islands, Florida

REQUEST FOR PROPOSALS DEBRIS MANAGEMENT & DISASTER RESPONSE SERVICES (RFP-17-05)

Issue Date: June 1, 2017

Islamorada, Village of Islands, will receive formal Proposals for Debris Management and Disaster Response Services, per specifications and scope of services established from time to time, until **3:00 p.m. on June 30, 2017**.

Interested firms must submit sealed Proposal packages by certified mail or in person to:

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

It is the sole responsibility of the firm to ensure that their submittal is received in a timely manner. Any Proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish term contract(s) with one or more qualified contractor(s) for outsourced Debris Management and Disaster Response services. Islamorada, Village of Islands (the "Village") is seeking proposals from qualified firms to provide Debris Management and Disaster Response services in the event of a natural or man-made disaster.

II. OBJECTIVES

The objective of this RFP is to secure the services of an experienced emergency response contractor that is capable of efficiently providing all necessary expertise, personnel, tools, materials, equipment, transportation, supervision and overall services for disaster recovery including, but not limited to the removal and lawful disposal of all eligible storm-generated debris within the legal

limits of Islamorada, Village of Islands, in accordance with the standards of the Federal Emergency Management Agency, the Florida Department of Emergency Management and other federal and state agencies.

The Village is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris monitoring firm to provide services to the Village during disaster or emergency events.

III. BACKGROUND AND HISTORY

Islamorada, Village of Islands (the “Village”) is a municipality located within the Florida Keys and is comprised of four islands spanning 18 miles. The population is approximately 6,200, and the Village has almost 100 full-time employees. As a Florida municipality, the Village must operate within the guidelines of Florida Statutes relating to public records, public meetings and Sunshine laws. The Village undergoes an annual financial audit pursuant to Florida Statutes. Additionally, the Village must follow the guidelines of its purchasing ordinance when purchasing capital, supplies and services.

Facilities: The Village has one (1) three-story Administration and Public Safety Building (Village Hall), three (3) Fire Rescue Stations (one of which serves as the Emergency Operations Center), one Parks and Recreation Building, one Public Works area, one Marina with office facilities and 82 slips, and one Community Center that also serves as a Council Chambers from which Village Council meetings are broadcast. The Village also owns numerous conservation properties and passive park properties throughout the limits of the Village and outside the Village in Monroe County.

Departments and Staff: The Village employs approximately 100 full-time employees and approximately 20 seasonal / part-time employees in the following departments: Village Manager, Village Attorney, Village Clerk, Finance and Administration, IT and Communications, Building Services, Planning and Development Services, Code Compliance, Fire Rescue, Local Law Enforcement, Public Works and Transportation Maintenance, Parks & Recreation, Marina and Wastewater and Stormwater Utilities.

IV. SCOPE OF SERVICES

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver debris management and disaster response services as requested by the Village including but not limited to the timely removal and lawful disposal of all eligible storm-generated debris.

These contracted services shall include all items listed below and provide for the cost effective and efficient removal and lawful collection and disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the Village, and in accordance with FEMA requirements. Contract services will only be performed when requested and as designated by the Village Manager, and by approved Work Authorization issued in writing. Contractor shall load and haul the debris from within the legal boundaries of the Village to a site(s) specified by the Village and communicated to Contractor in writing.

The contracted services shall include providing all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary for debris management and disaster response services to include, but not be limited to, providing documentation for the lawful removal and disposal of all eligible storm-generated debris within the Village in accordance with this RFP and all applicable standards of the Federal Emergency Management Agency ("FEMA"), the Florida Department of Emergency Management ("FDEM"), the Federal Highway Administration ("FHWA"), the Florida Department of Transportation ("FDOT"), and any other cost reimbursing-entities in accordance with the Stafford Act, the Sandy Recovery Improvement Act and FEMA's policies and guidelines; and providing an electronic records management system for the appropriate documentation for public assistance grant reimbursement.

The Village is seeking proposals from firms with related experience including:

- 1) At least three (3) years of experience in conducting disaster response and debris management services and support for hurricane debris removal operations;
- 2) Knowledge of and experience with FEMA and other public assistance agency reimbursement documentation requirements and procedures;
- 3) Experience providing services similar to those required in this RFP to at least one jurisdiction with a population of at least 10,000; and
- 4) Experience working on construction sites and familiarity with applicable site and debris removal safety regulations.

In order to fulfill the needs described above and meet the requirements for quick response and specialized services, the Village may retain more than one (1) qualified firm to perform the services described in the RFP, in whichever manner the Village deems most responsive to the Village's needs. No minimum quantity of work or compensation for the work will be assured to the firm(s) retained and the Village shall not be prevented in any manner from retaining other firms at its sole discretion.

The services rendered as a result of this RFP must meet rules and procedures for Federal grants, as provided for in The Uniform Rules in 2 C.F.R. Sections 200.317-200.326 in order to be eligible for reimbursement under the Public Assistance Program. The selected firm must be experienced and knowledgeable in FEMA and insurance reimbursement rules and procedures and must demonstrate such to the Village in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the Village from beginning to end to ensure maximum financial recovery for the Village.

Emergency Push/Road Clearance

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes identified by and as directed by the Village. The emergency push will normally be completed within the first seventy (70) operational hours following the activation of this contract, unless notified otherwise by the Village. Time and material rate shall be applicable.

Debris Removal from Public Right-of-Way (ROW)

As directed by the Village, Contractor shall load and haul all eligible debris to an approved and certified Temporary Debris Management Site (TDMS) or other disposal destination, as specified by the Village. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the Village regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

Debris Clearance/Removal from Public Property

As directed by the Village, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the Village. If necessary, the Village will confirm the FEMA eligibility of the debris to be removed.

Demolition of Structures and Construction Debris Removal

As directed by the Village, Contractor shall demolish unsafe structures and remove debris that has been determined by the Village to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property, including seeking any necessary pre-approvals from property owner, the

Village and/or FEMA. The Village will direct actions to secure the Right of Entry (ROE) onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

Private Property Waivers

The Village will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners and/or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

Debris Separation/Reduction and Temporary Debris Management Site (TDMS) Management

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the Village. Actions by the Contractor will include, but are not limited to, the following:

- Ensure that only debris authorized by the Village's Contract Administrator will be allowed into the TDMS sites.
- Provide the Village with a video recording of the pre- and post-use site conditions.
- Conduct an onsite Phase 1 Environmental Audit, if required by the Village.
- Contractor shall submit list of engineering firms that shall be engaged by Contractor to perform such Audit.
- Prepare a plan of proposed site layout and review with the Village prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the Village prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDMS.
- Build and/or maintain roads as necessary for TDMS operation.
- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors. Towers will be positioned at any entrance and any exit of the TDMS.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area and/or water retention berms.
- Confine hours of operation of the TDMS to those determined by the Village.
- Stage and process all debris in accordance with instructions from the Village.
- Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.

- Prior to reduction and to the extent practical, segregate debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.
- Develop and implement, with the approval of the Village, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS.
- Provide the Village with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the TDMS.
- Upon the closure of the TDMS, restore the TDMS to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the Village, sod, hydro-seed or sprig the TDMS property once all other site closure issues have been addressed and cleared by the appropriate environmental agency.
- As directed by the Village conduct post use soil and water tests.

Designation and Management of Staging Areas

Village shall provide a list of staging areas to Contractor. Contractor shall identify appropriate staging areas for approval by Village that would accommodate activities such as truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The Village will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will ensure that each area is managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

Management of Tree Debris

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The Village shall direct the Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the Village to be public safety hazards will be removed and disposed of by the Contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

Disaster Recovery Technical Assistance

The Contractor will provide Disaster Recovery Technical Assistance to the Village to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the Village's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Village Representative.

The Village will issue a separate Request for Proposals for "Debris Monitoring Services." The successful proposer for Debris Monitoring Services cannot be employed or affiliated with the successful proposer for this RFP. Therefore, a proposer (including any employees or affiliated companies) can only submit a proposal for one of the two RFPs.

The Village reserves the following rights: 1) to assign work to various contractors at its sole discretion and dependent upon contractors' abilities to meet the Village's needs at the time of an event, 2) to approve all subcontractors hired by the contractor and/or to require the contractor to dismiss a subcontractor for cause, upon request, 3) to accept or reject any or all Proposals; to waive irregularities, technical errors and formalities, 4) to award a contract to other than the lowest priced offeror, and 5) to select a qualified firm(s) to provide the Services as it deems will best serve the interest of the Village.

V. ELIGIBILITY CRITERIA

To be eligible for selection consideration, interested consultants/firms must submit one (1) original printed package, five (5) printed copies, and one (1) electronic copy provided by e-mail or on CD or flash drive. The electronic copy should be identical to the original printed package, in natively converted PDF format and should be labeled "Debris Management and Disaster Recovery Services (RFP-17-##)."

Proposal packages must contain the following information:

1. **Cover Letter:** Provide a cover letter introducing your firm and proposal.
2. **Company Overview:** Provide an overview of the company detailing the total number and expertise of professional staff, describing staff credentials, and identifying office locations and staff assigned to those offices throughout the Florida Keys or the nearest locations to the Florida Keys. Please note that the Village prefers to contract directly with prime entities and the use of sub-consultants in your submission may affect proposal scoring.
3. **Project Management Experience / Project Examples:**
 - a) Detail the qualifications and experience of the firm and services offered, including specific experience in debris monitoring and documentation and the firm's track record in meeting the requirements of FEMA and other agencies providing reimbursement.

- b) Describe the firm's familiarity with the Village area and any experience with other Florida Keys jurisdictions.
- c) Indicate the firm's ability to provide automated record keeping of debris removal operations. GPS locating should be described if available.
- d) Provide an organizational chart, identifying key personnel and the reporting relationship of key personnel within the organization. Include other proposed sub-contractors, if any, and describe their roles and availability.

4. Project Approach:

- a) Present your understanding of the Village's needs as a Florida municipality and the scope of services required.
- b) Explain the firm's capability and commitment of resources to meeting the Village's requirements, including but not limited to logistical conditions, staffing, mapping, and the requirements of FEMA, FDEM, FDOT, and FHWA.
- c) Provide an estimate of the firm's response time to the Village in the event of a debris-generating event, and provide a chronological outline of the steps the Village should take to initiate the firm's response.

5. Firm References:

- a) Provide a list and description of at least three (3) of the most recent contracts the firm has had with other local government agencies where services similar to those contemplated by this RFP were provided.
- b) Provide the dates of services, amounts and types of debris managed, and the scope of work of the previous contracts. Information provided should illustrate the firm's ability to coordinate and manage debris as well as demonstrate a history of accurate cost documentation and approved reimbursements by federal and state agencies.
- c) For each contract listed, include contact information for a representative who can verify the firm's performance.

6. Fee Schedule:

- a) **Staffing:** Provide hourly rates for staff with a breakdown by position and type of work to be performed. At a minimum, the breakdown must include supervisors, field staff (with equipment), temporary debris storage site(s) managers, computer-aided software operators and clerical staff.

- b) Travel/Per Diem: Provide hourly rates for any associated travel and per diem fees.
 - c) Equipment/Vehicles: At a minimum, provide hourly rates for the use of standard automobiles, and small and large pick-up trucks and other vehicles. Include hourly fees for any other equipment anticipated to be used, such as cameras and GPS units. Include descriptions of the equipment and intended use.
 - d) Computer Services: Provide hourly rates for computer-aided records management and accounting and reporting services, including but not limited to standard office software, specialized AutoCAD and GIS mapping software and printed or digital documents. Include a unit price for CDs and any other computer-related services or products on a cost per hour or per unit basis.
7. **Insurance:** Provide proof of professional liability insurance, commercial general liability insurance, commercial automobile liability insurance, and worker's compensation insurance coverage as required by law as explained in Exhibit A to this RFP.
8. **State Authorization to Transact Business:** Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida. Firms must be fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.

All inquiries and requests for clarification or interpretation regarding this Request for Proposals shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036; by email to ana.hernandez@islamorada.fl.us; or by fax to (305) 664-6464 no later than June 23 2017.

The Village shall issue appropriate addenda as necessary via DemandStar at <https://www.demandstar.com> and on the Village's website at <http://www.islamorada.fl.us>. No oral change or interpretation of the provisions contained in this Request for Proposals is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Letters of Interest and Qualifications document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

EXHIBIT A
REQUIRED INSURANCE

Respondent to the RFP shall, at their own expense, procure and maintain throughout the duration of the Agreement, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional/Pollution policy(ies), Respondent shall provide to the Village a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, Respondent shall furnish the Village with:

- a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Village and the Village's council members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- b) the original of the policy/policies); or
- c) other evidence satisfactory to the Village.

Until such insurance is no longer required by this Agreement, Respondent shall provide the Village with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Village, Respondent shall, within thirty (30) days after receipt of a written request from the Village, provide the Village with a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"
Part Two:	\$ 1,000,000.00 Each Accident
	\$ 1,000,000.00 Disease – Policy Limit
	\$ 1,000,000.00 Disease – Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the Village, and its members, officials, officers and employees in the manner which

would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the Village, and its council members, officials, officers and employees scheduled thereon.

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The Village and the Village's council members, officials, officers, agents and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000.00	General Aggregate
\$ 1,000,000.00	Products/Completed Operations Aggregate
\$ 1,000,000.00	Personal and Advertising Injury
\$ 1,000,000.00	Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000.00	Each Occurrence – Bodily Injury and Property Damage Combined
-----------------	--

Professional Liability Insurance

Such insurance shall be on a form acceptable to the Village and shall cover Respondent for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. The policy must be endorsed to provide the Village with thirty (30) days' notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000.00 Each Claim
\$ 1,000,000.00 Annual Aggregate

The insurance provided by Respondent shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute with, the insurance provided by Respondent.

Except where prior written approval has been obtained hereunder, the insurance maintained by Respondent shall apply on a first dollar basis without application of a deductible or self-insured retention. Respondent shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of Respondent. Any remedy provided to the Village by the insurance provided by Respondent shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Respondent) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Respondent shall relieve Respondent from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036
2. **Additional Insured for Commercial General Liability**
Islamorada, Village of Islands and its Council members, officials, officers and employees.



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 1

CLARIFICATION TO

REQUEST FOR PROPOSALS DEBRIS MANAGEMENT & DISASTER RESPONSE SERVICES (17-05)

ISSUE DATE: June 9, 2017

This Addendum forms a part of the Request for Proposals (RFP) documents, clarifies and supplements the original Request for Proposals. Clarifications do not cancel any other portion(s) of the RFP, including other portions of affected Sections listed below, unless otherwise noted.

The RFP is hereby clarified as follows:

IV. SCOPE OF SERVICES

Disposal Cost

Question: Will debris disposal costs (tipping fees) be a pass-through cost?

Answer: Yes.

V. ELIGIBILITY CRITERIA

Item 5: Fee Schedule:

Question: The Scope of Services described in section IV is practically identical to the scope of services that was included in the Islamorada's specifications for Disaster Response Services issued back on 11/05/2007, yet the fee schedule requirements listed on page 8 of the current specifications state that proposers are to submit only hourly rate without a form provided by Islamorada. Can Islamorada provide a standard fee schedule for all proposers to utilize?

Answer: Yes. A fee schedule is attached hereto and made a part of the RFP 17-05.

Proposals Evaluation

Question: Please clarify how proposals will be evaluated and recommended for an award? Will maximum point values be assigned to each of the eight Eligibility Criteria items or will it be a pass/fail on all the Eligibility Criteria items except number 6?

Answer: Point values will be assigned to each of the eight eligibility criteria items.

Bonding

Question: Will the awarded contract contain any bonding requirements?

Answer: No.

Temporary Debris Management Sites

Question: What are the addresses of the Temporary Debris Management Sites?

Answer: Founders Park
87000 Overseas Highway
Islamorada, Florida 33036

MM 84.2 Bayside
Islamorada, Florida 33036

Rest Area MM 80 Bayside
Islamorada, Florida 33036

MM 90.2 Ocean
Plantation Key, Florida 33036

Old Highway MM 87 Ocean
Plantation Key, Florida 33036

* * *

Attachment 1

ISLAMORADA, VILLAGE OF ISLANDS

Debris Management and Removal Fee Schedule

Rates applicable to initial debris clearance activities necessary to eliminate life and safety threats and to debris removal activities as a means to recovery.

Collection, Reduction and Disposal

All costs of haul out and disposal as applicable include staff/operator compensation and equipment. Tipping fees and disposal costs shall be paid by the Contractor, and actual incurred costs shall be invoiced to the Village for reimbursement.

Vegetative storm debris –

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village _____ / yd³

Reduction _____ / yd³

Reduced debris final disposal at a landfill or other final disposal site	<u>Distance to landfill</u>	
	0 - 45 miles	_____ / yd ³
	46 - 60 miles	_____ / yd ³
	60 - 90 miles	_____ / yd ³
	> 90 miles	_____ / yd ³

Construction and demolition debris –

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village _____ / yd³

Hauled and dumped for final disposal at a landfill or other final disposal site.	<u>Distance to landfill</u>	
	0 - 15 miles	_____ / yd ³
	16 - 30 miles	_____ / yd ³
	31 - 60 miles	_____ / yd ³
	61 - 90 miles	_____ / yd ³
	> 91 miles	_____ / yd ³

Demolition of Structures _____ / ft²

Resulting structure demolition construction debris removal and disposal costs _____ / yd³

White Goods

Collection _____ Each

Freon Removal / Disposal _____ Each

Seaweed

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village _____ / yd³

Hauled and dumped for final disposal at a landfill or other final disposal site. _____ / yd³

Motor Vehicles Removal

From right-of-way, including towing, processing and disposal _____ Each

TDMS Site Management _____ / yd³

Hazardous Tree, Stump and Limb Removal

Hangers - cut only _____ / Tree

Leaners- cut only

Diameter

13" to 24" _____ / Tree

25" to 48" _____ / Tree

49" to 72" _____ / Tree

> 72" _____ / Tree

Stumps (measured at 24" above grade)

Diameter

24" to 48" _____ / Stump

49" to 72" _____ / Stump

> 72" _____ / Stump

Stump Backfill _____ / Stump

Vessel/Boat Removal

Boat removal from land (up to 26' in length)

(include costs for one mobilization per event and staff/operators)

Cost for crane _____ / hour

Cost for transportation to final destination site (include staff/operators/equipment) _____ / mile

Boat removal from land (over 26' in length)

(include costs for one mobilization per event and staff/operators)

Cost for crane _____ / hour

Cost for transportation to final destination site (include staff/operators/equipment) _____ / mile

Boat removal from canals (up to 26' in length)

(include costs for one mobilization per event and staff/operators)

Cost for removal of fuel from vessel _____ / hour

Cost for certified divers if necessary _____ / hour

Cost for barge _____ / hour

Cost for crane _____ / hour

Cost for transportation to final destination site (include staff/operators/equipment) _____ / mile

Boat removal from canals (over 26' in length)

(include costs for one mobilization per event and staff/operators)

Cost for removal of fuel from vessel _____ / hour

Cost for certified divers if necessary _____ / hour

Cost for barge _____ / hour

Cost for crane _____ / hour

Cost for transportation to final destination site (include staff/operators/equipment) _____ / mile

Canal Debris Removal

Removal of vegetative debris from canals _____ / yd³

Include costs for one mobilization per event and staff/operators; following notice from Village, which includes refusal by National Resource & Conservation Service

Stump on bank of canal (cut)

(Stumps on the bank that have fallen into water causing hazard to navigation where cut 2' stump above grade will be considered vegetative debris)

_____ / yd³

Stumps on bank of canal (not cut)

(Stumps on bank where root ball is on the right-of-way of canal)

Diameter

24" to 48" diameter _____ / Stump
49" to 72" diameter _____ / Stump
> 72" diameter _____ / Stump

Back fill material for stump hole on canal bank _____ / Stump hole

Restoration of Canal banks and Slopes (includes fill and grading) _____ / yd³

Motor Vehicle Removal from canal including towing, processing and disposal

Cost for removal of fuel from vessel _____ Each

Cost for certified divers if necessary _____ / hour

Cost for barge _____ / hour

Cost for crane _____ / hour

Cost for transportation to final destination site (include staff/operators/equipment) _____ / mile

Other Services

Household Hazardous Waste/ Contaminated Debris management _____ / lb

Deceased animal collection, transportation and disposal _____ / lb

Soil, mud and sand removal _____ / ft²

Video Record of pre-and post-TDMS site _____ Each

Environmental testing limited to soil sampling, including travel _____ Each

Laboratory fees associated with soil sampling _____ Each

TDMS site grading _____ / ft²

Provide Topsoil for TDMS site restoration _____ / yd³

Provide Gravel (3/4") for TDMS site restoration _____ / yd³

Removing seaweed from beach (as authorized) to clean and grade beach _____ / yd³

HOURLY FEE SCHEDULE

All equipment rates below include operator, fuel and maintenance costs

Personnel/Equipment	Hourly Rate
30 Ton Crane	\$
Stump Grinder	\$
50' Bucket Truck	\$
Track-Hoes John Deere 690 Equivalent	\$
D-6 Dozers or Equivalent	\$
John Deere 544 or Equivalent	\$
Service Trucks	\$
Tractor with Box Blade	\$
5-14 Cubic yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
35-44 Cubic Yard Dump Truck	\$
45-54 Cubic Yard Dump Truck	\$
55-64 Cubic Yard Dump Truck	\$
65-74 Cubic Yard Dump Truck	\$
75+ Cubic Yard Dump Truck	\$
850 HP or Equivalent Tree Grinder	\$
Water Truck (2000 gal.)	\$
Rubber Tire Backhoe	\$
Motor Grader	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$

Personnel/Equipment	Hourly Rate
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Pickup Truck, Extended Cab	\$
Pickup Truck, 4 X 4	\$
Pickup Truck, 1 Ton	\$
Mechanized Broom	\$
Trackhoe, 490 or Equivalent	\$
Bulldozer, D4 or Equivalent	\$
12 Ton Lowboy	\$
50 Ton Lowboy	\$
Skidsteer	\$
Rubber Tire Excavator	\$
Vac Truck to Clean Out Inlets	\$



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 2

MODIFICATION TO

REQUEST FOR PROPOSALS

**DEBRIS MANAGEMENT & DISASTER RESPONSE SERVICES
(17-05)**

ISSUE DATE: June 27, 2017

This Addendum forms a part of the Request for Proposals (RFP) documents and modifies the original Request for Proposals. Modifications do not cancel any other portion(s) of the RFP, including other portions of affected Sections listed below, unless otherwise noted.

The RFP is hereby revised as follows (strike-thru indicates items deleted or replaced; underline indicates items added or revised):

RFP DEADLINE

Islamorada, Village of Islands, will receive formal Proposals for Debris Management and Disaster Response Services, per specifications and scope of services established from time to time, until **3:00 p.m. on ~~June 30, 2017~~ July 7, 2017**.

* * *



ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 3

CLARIFICATION TO REQUEST FOR PROPOSALS

DEBRIS MANAGEMENT & DISASTER RESPONSE SERVICES (RFP 17-05)

ISSUE DATE: June 29, 2017

This Addendum forms a part of the Request for Proposals (RFP) documents and clarifies the original Request for Proposals. Modifications do not cancel any other portion(s) of the RFP, including other portions of affected Sections listed below, unless otherwise noted.

I. ELIGIBILITY CRITERIA

Question: Will the hourly fee schedule be factored into the eligibility criteria for item 6 (Fee Schedule)?

Answer: The hourly fee schedule is a required item and must be included in the proposal. Failure to include the fee schedule will result in an incomplete and unresponsive proposal.

Question: Does the fee schedule in addendum 1 replace the Fee Schedule language on pages 8 and 9 of the RFP?

Answer: Yes.

II. Proposal Evaluation

Question: What are the maximum point values that will be assigned to each eligibility criteria items.

Answer: The first order of business for the Selection Committee at its first meeting will be to determine the point value composition and assignments for evaluation.

Question: Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal?

Answer: Qualifications will be evaluated first. Pricing will be reviewed to supplement efforts to select contractors for recommendation to the Village Council for contract negotiations. Pricing variances from what appears to be the mid-range and from FEMA's latest reimbursement schedule will be reviewed.

Question: Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals, and if so, what is the formula that will be used to derive that number?

Answer: No. Please see response above. Pricing schedules supplement the effort to review and evaluate proposals.

Question: Will extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing, and if so, what estimated quantities and what line items will be used to derive the extended totals that will be evaluated?

Answer: No. Please see response above. Pricing schedules supplement the effort to review and evaluate proposals.

Question: Will all pricing line items be evaluated equally or will some line items receive more importance in the evaluation? If some line items will be evaluated as more important, what is the formula that will be used to weigh the importance of each line item?

Answer: Pricing line items will be evaluated equally and generally. Please see response above.

III. Debris Management and Removal Fee Schedule, Vessel/Boat Removal

Question: Up to what size crane (in terms of lifting capacity in tons) is the Village requesting to use for the line items “Cost for Crane”?

Answer: This response should be based upon the debris management firm’s experience providing services in Florida generally and the Florida Keys specifically, if applicable.

Question: Up to what size barge (in terms of dimensions) is the Village requesting to use for the line items “Cost of Barge”?

Answer: This response should be based upon the debris management firm’s experience providing services in Florida generally and the Florida Keys specifically, if applicable.

IV. Contract

Question: What is the term of the proposed contract?

Answer: Five (5) years

Question: Is there an existing contract similar to this in place or previously in place? Are the bid tabulations available?

Answer: Yes. Bid tabulations are attached.

V. Project Management Experience/Project Examples

Question: Item 3 of the RFP states: “Detail the qualifications and experience of the firm and services offered, including specific experience in debris monitoring and documentation and the firm’s track record in meeting the requirements of FEMA and other agencies providing reimbursement.”

The above reference request is an item usually asked of a Debris Monitoring Contractor and not the Debris Management Contractor. Could the Village clarify if this is the case as the Debris Management Contractor cannot perform monitoring functions due to a conflict of interest.

Answer: Item 3 should read: Detail the qualifications and experience of the firm and services offered, including specific experience in debris management and the firm’s experience in providing levels of service that facilitate meeting the requirements of FEMA and other agencies providing reimbursement. While a debris management firm may not be responsible for the record keeping, the actions and performance of a debris management firm can contribute to likelihood of reimbursement.

Question: Item 3 (C) of the RFP states: “Indicate the firm’s ability to provide automated record keeping of debris removal operations. GPS locating should be described if available.

The above reference request is an item usually asked of a Debris Monitoring Contractor and not the Debris Management Contractor. Could the Village clarify if this is the case as the Debris Management Contractor cannot perform monitoring functions due to a conflict of interest.

Answer: Some firms may maintain their own records of debris removal activities to support and supplement services performed by a debris monitor, including GPS locating. If this is applicable to your firm, please provide a description of this activity.

VI. Company Overview-“Sub-Consultants”

Question: Could the Village clarify that the term Sub-Consultants is not meant to mean Sub-Contractor?”

Answer: Reference to the use of sub-consultants in Paragraph V. 2. Company Overview is not meant to mean “sub-contractors.”

RESOLUTION NO. 17-09-76

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING AND RATIFYING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ASHBRIIT, INC., FOR DEBRIS MANAGEMENT AND DISASTER RESPONSE SERVICES; 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 PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) needs to secure the services of an experienced emergency response contractor capable of efficiently providing all necessary expertise, personnel, tools, materials, equipment, transportation, supervision and overall services for disaster recovery within the limits of Islamorada in accordance with the standards of the Federal Emergency Management Administration and other federal and state agencies; and

WHEREAS, the Village prepared and advertised a Request for Proposals (“RFP 17-05”) seeking independent contractors to provide debris management and disaster response services from June 1, 2017 through July 7, 2017; and

WHEREAS, a Village selection evaluation committee consisting of Village staff (the “Committee”) conducted a review process and provided rankings of the nine (9) proposals to the Village Manager and Village Council for approval; and

WHEREAS, the Village Council subsequently adopted Resolution 17-08-51, thereby approving the selection of the highest-ranking firm, Ashbriit, Inc. (“Ashbriit”) for the services set forth in RFP 17-05 and authorizing the Village Manager and Village Attorney to negotiate a Professional Service Agreement with Ashbriit; and

WHEREAS, upon approval and execution of the Professional Service Agreement with Ashbritt, the Village will be able to engage the services of Ashbritt for disaster preparation efforts and in the event that a disaster or storm event occurs; and

WHEREAS, the Village Council has determined that approval and execution of the Professional Services Agreement (the “Agreement”) is in the best interests 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 of Islamorada, Village of Islands, hereby approves and ratifies execution of the Agreement with Ashbritt for debris management and disaster response services.

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 Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to

implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

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

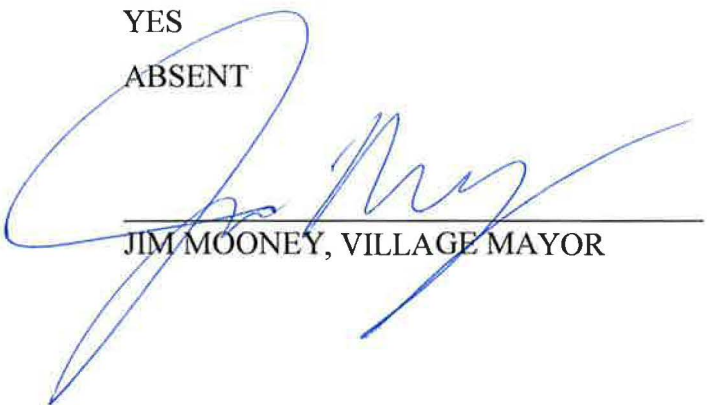
PASSED AND ADOPTED ON THIS 6th DAY OF SEPTEMBER, 2017.

Motion to adopt by Councilwoman Deb Gillis, second by Councilman Mike Forster.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Jim Mooney	YES
Vice Mayor Chris Sante	YES
Councilman Mike Forster	YES
Councilman Deb Gillis	YES
Councilman Cheryl Meads	ABSENT



JIM MOONEY, VILLAGE MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the 5 day of September 2017, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

ASHBRITT, INC.
a for profit 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 1 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.

1.1 The VILLAGE is in need of an independent contractor to provide the necessary expertise, personnel, tools, materials, equipment, transportation, supervision and overall services for disaster recovery including, but not limited to the removal and lawful disposal of all eligible storm-generated debris within the limits of the Village (the "Services") as expressed in RFP 17-05.

1.2 On June 26, 2017, the VILLAGE received a proposal from CONTRACTOR for debris management & disaster response services and other related services (the "Services") as expressed in RFP 17-05 within the Village.

1.3 The VILLAGE and CONSULTANT desire to enter into an Agreement whereby CONSULTANT, as an independent contractor, for the provision of the Services in response to RFP 17-05 as set forth herein.

1.4 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Proposal attached hereto as Exhibit "A" and as more particularly described herein.

ARTICLE 2
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 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 manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twelve (12) months following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the VILLAGE.

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project implementation 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.

3.2 This Agreement shall commence on the date this Agreement is fully executed by all parties.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable 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 for which liquidated damages are due.

ARTICLE 4
CONTRACT SUM

4.1 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 CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "A".

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A".

4.3 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.

4.4 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.

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

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph 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.

5.2 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.

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

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, 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 contract 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.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: 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 - \$1,000,000 per occurrence;
- 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.

5.6 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 this Agreement and name the VILLAGE as an additional insured under their policy.

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

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, 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 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify 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.

7.3 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.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 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 9
PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services 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. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

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

ARTICLE 11
TERM AND TERMINATION

11.1 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, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

11.2 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 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, 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; CONTRACTOR's Proposal for Debris Management & Disaster Response services (RFP 17-05) as set forth in and made a part of this Agreement as Exhibit "A"; and all other exhibits thereto.

ARTICLE 13
MISCELLANEOUS

13.1 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.

13.2 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.

13.3 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.

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.

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

13.5 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.

13.6 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: Seth Lawless, Village Manager
Village Administration Center
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Roget V. Bryan, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33023

CONTRACTOR: Attn: Brittany Perkins
AshBritt, Inc.
565 East Hillsboro Boulevard
Deerfield Beach, Florida 33441

13.7 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.

13.8 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.

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

13.10 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.

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

13.12 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.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated 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: Seth Lawless
Seth Lawless, Village Manager

AUTHENTICATION:

Kelly S Toth
Kelly Toth, Village Clerk



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

Rogert V. Bryan
Rogert V. Bryan, Village Attorney

CONTRACTOR

WITNESSES:

Douglas

By:

Brittany Perkins

On behalf of AshBritt, Inc.

John Noble

Christina Brindley

ATTEST:

[Signature]

SECRETARY

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared JOHN NOBLE as C.O.O., of ASHBRITT, INC. a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of ASHBRITT, INC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 5 day of Sep, 2017.



Kelly Beckmann
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG061862
Expires 1/13/2021

Kelly Beckmann
NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit "A"

(Proposal for Debris Management & Disaster Response Services RFP 17-05)



OUR PROMISE

Your dedicated partner in response & recovery.
There when you need us.

AshBritt Inc., Response to Islamorada, Village of the Islands



■ **The AshBritt Difference**

- ▲ AshBritt has conducted over **260** disaster response missions and **30** special environmental projects, successfully serving more than **500 clients**.
- ▲ AshBritt has been directly involved in the recovery efforts of over 60 federally declared disasters in 19 states.
- ▲ In the last 5 years, AshBritt removed over 13,000,000 cubic yards of debris, **giving AshBritt more experience than any company in our industry.**
- ▲ AshBritt's bonding capacity is **\$650,000,000**.
- ▲ AshBritt has **\$50 million dollars** of company working capital.
- ▲ AshBritt has never defaulted on a contract, failed to complete any project, nor had a payment or performance bond called on any of our projects.
- ▲ AshBritt's Senior Operations team have been working together for a minimum of 11 years.
- ▲ **Hurricane Matthew (2016):**
 - 24 separate debris removal missions across 14,015 square miles in Florida, Georgia, and South Carolina
 - Collected over 5,700,000 cubic yards of disaster-generated debris
 - Managed 45 Temporary Debris Management Sites
- ▲ **Hurricane Sandy (2012):**
 - Activated as the prime contractor in more than 60 jurisdictions in New Jersey, Connecticut, New York, Maryland, and Virginia
 - AshBritt cleared and processed 3,500,000 million cubic yards of debris
 - Managed 42 Temporary Debris Management Sites
- ▲ **Hurricane Katrina USACE Mission (2005):**
 - Collected and removed over 9,000,000 cubic yards of debris during the first 60 days
 - Average production rate of approximately 150,000 cubic yards per day
 - Collected and removed 21,500,000 cubic yards of debris
 - Underwrote \$100,000,000
- ▲ AshBritt has an Experience Modification Rating of .78 and an ISNetwork safety "A" ranking.
- ▲ Supporting local and small businesses is a core corporate value. We commit to working with Small, Disadvantaged, Minority-Owned, Women-Owned, and Veteran-Owned business enterprises.
- ▲ AshBritt has been part of the National Response Framework since 1998 as a debris contractor for the United States Army Corps of Engineers (USACE).
 - FEIN: 65-0364711
 - Duns No.: 848970893



■ **Required Credentials**

The Village is seeking proposals from firms with related experience including:

- 1) **At least three (3) years of experience in conducting disaster response and debris management services and support for hurricane debris removal operations;**

For the past 24 years we have conducted over 260 disaster projects and 30 special environmental projects of various sizes, successfully serving more than 500 clients. More than half these missions were in response to hurricane debris removal operations.

- 2) **Knowledge of and experience with FEMA and other public assistance agency reimbursement documentation requirements and procedures;**

AshBritt's team has developed a working knowledge of the current regulations and language pertaining to the FEMA Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, the Sandy Recovery Improvement Act, and many other relevant federal programs. More importantly, we have personnel that have administered many of these recovery programs for the State Divisions of Emergency Management and FEMA.

- **Mark Merritt** – Former Deputy Chief of Staff for FEMA
- **Barry Scanlon** – Former Director of Corporate Affairs for FEMA
- **Jim Loomis** – Former Recovery Bureau Chief of Florida Division of Emergency Management (FDEM)
- **Christopher Holsinger** – Former FDEM Debris Specialist and Public Assistance Coordinator

- 3) **Experience providing services similar to those required in this RFP to at least one jurisdiction with a population of at least 10,000; and**

AshBritt has provided similar services to those required in this RFP to over 180 jurisdictions with a population of at least 10,000.

- 4) **Experience working on construction sites and familiarity with applicable site and debris removal safety regulations.**

AshBritt is committed to protecting our employees, clients, and the general public on all disaster recovery projects. This fundamental value is paramount to us and is inherent in all our operations. Our goal is ZERO safety incidents. AshBritt considers safety and environmental concerns very seriously in any disaster recovery or debris management operation, and we have an impeccable record as a result. From our organization's beginning with Hurricane Andrew, our safety record has been excellent. AshBritt's current **EMR rating is .78**. AshBritt is a national leader in disaster response and recovery services in terms of experience, capacity, quality of service, operational innovation, and financial strength. AshBritt is exclusively a disaster response and recovery contractor; this is our sole business function, and we bring the best recovery solutions to Islamorada, Village of the Islands.

During our management of Hurricane Katrina, under the U.S. Army Corps of Engineers, we maintained negligible lost-time injuries to total man-hours worked. Additionally, in managing 52 TDMS, we had relatively few environmental safety impacts. Given the scope of the mission, these achievements are truly extraordinary. AshBritt most recently managed 45 TDMS for the 2016 Hurricane Matthew and had few environmental and safety impacts as well.

TAB 1. Cover Letter



June 26, 2017

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

RE: RFP #17-05 for Debris Management & Disaster Response Services

Dear Ms. Hernandez,

AshBritt, Inc. (AshBritt) is the national leader in disaster response and recovery operations. AshBritt is pleased to respond to Islamorada, Village of the Islands RFP for Debris Management & Disaster Response Services. AshBritt's Senior Operations Advisor (Randal Perkins) is a resident of Islamorada, and our Corporate Headquarters is located in Deerfield Beach, FL, just a few hours from the Village. Due to our location, past experience performing debris removal services for Monroe County and the Florida Keys in response to Tropical Storm Mitch and Hurricane Georges, unmatched recent experience, and local partners, AshBritt is ideally positioned to be the Village's Debris Management & Disaster Response Services contractor.

▲ *Experience*

AshBritt has managed and performed more than 260 disaster recovery projects and 30 special environmental projects across the United States, including 83 projects in the state of Florida, since our inception in 1992. We have been directly involved in the disaster recovery efforts of over 60 federally declared disasters in 19 states. AshBritt is one of only two firms to be a part of the National Response Framework since 1998 as a debris contractor for the United States Army Corps of Engineers (USACE). Today we hold the USACE pre-positioned debris removal primary contract for the South Atlantic Division (SAD) states and for the South Pacific Division (SPD) states.



▲ *Recent Experience*

The experience AshBritt gained in the last five years is unmatched by any other firm in the industry. In the last five years, AshBritt managed over 13,000,000 cubic yards of debris serving over 170 towns, cities, counties, agencies, states, and special jurisdictions in the states of FL, GA, SC, CT, MA, NJ, NY, VA, TX, CA, and MD.

AshBritt collected in excess of 5,700,000 cubic yards of disaster-generated debris after Hurricane Matthew.

In response to Hurricane Matthew (October 2016), AshBritt recently completed 24 separate disaster recovery missions that spanned across 14,015 square miles in Florida, Georgia, and South Carolina. Our operations included: emergency road clearance, collection, reduction and disposal of vegetative and C&D debris, hazardous tree and limb work, beach clean-up, and managing and operating 45 Debris Management Sites.

▲ *Financial Strength*

AshBritt's current bonding capacity is \$650,000,000. AshBritt underwrote \$100,000,000 during our operation for the United States Army Corps of Engineers (USACE) Hurricane Katrina mission and currently has \$50 million dollars of company working capital.

▲ *Commitment to Safety*

AshBritt maintains an excellent safety record. **AshBritt's Experience Modification Rating is .78.**

565 East Hillsboro Boulevard • Deerfield Beach, Florida • 33441
Phone (954) 725-6992 • Facsimile (954) 725-6991 • Web: www.ashbritt.com • Email: response@ashbritt.com



▲ *Industry Expert*

AshBritt works year-round with the federal and state agencies governing disaster recovery, specifically FEMA. We understand the importance to a client of maximizing federal reimbursement, and we have proven experience completing missions within the intervals established by the Sandy Recovery Improvement Act. For example, AshBritt collected and removed more than 9,000,000 cubic yards of debris during the first 60 days of our Hurricane Katrina United States Army Corps of Engineers (USACE) mission and we collected over 5,500,000 cubic yards of debris during the first 90 days of our Hurricane Matthew mission.

▲ *Local Partners*

AshBritt may utilize Adventure Environmental Inc., ASAP Marine Contractors, Charley Toppino and Sons Inc., and Plantation Tree and Landscape as subcontractors for this project if necessary. We look forward to identifying additional local and regional subcontracting partners.

▲ *Community Involvement*

Another one of AshBritt's core corporate values is community involvement and outreach. As a testament to this value, AshBritt recently sponsored and attended the Florida Keys Day event in Tallahassee, FL on April 18, 2017. AshBritt has also been a multi-year supporter of Habitat for Humanity for the Upper Keys.

Primary Contact for RFP:

Dow Knight, Sr. VP
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (954) 818-4416
Email: dow@ashbritt.com

Corporate Headquarters:

565 East Hillsboro Boulevard
Deerfield Beach, FL 33441
Office: (954) 725-6992
Fax: (954) 725-6991
Toll Free: (800) 244-5094
Web: www.ashbritt.com

Contact with the Ability to Bind AshBritt:

John Noble, Chief Operating Officer
Office: (954) 725-6992
Fax: (954) 725-6991
Toll Free: (800) 244-5094
Mobile: (954) 683-0247
Email: jnoble@ashbritt.com

AshBritt explicitly accepts all conditions and requirements contained in this RFP. AshBritt is the current Monroe County, City of Marathon, and City of Key West Debris Management and Disaster Response Services Contractor. AshBritt takes pride in serving the entire Florida Keys and looks forward serving the Village in your time of need. We appreciate your time and consideration, and we look forward to becoming your disaster recovery partner.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Noble', is written over a horizontal line.

John Noble
Chief Operating Officer

TAB 2. Company Overview

AshBritt Overview

Since our inception in 1992, we have conducted over 260 disaster projects and 30 special environmental projects of various sizes, successfully serving more than 500 clients. We have been directly involved in the recovery efforts of over 60 federally declared disasters in 19 states, beginning with Hurricane Andrew in South Florida and most recently with Hurricane Matthew.

Our Past Experience Table, provided later in Tab (3), illustrates our broad and extensive performance record. AshBritt has successfully responded: hurricanes, tornadoes, tropical storms, floods, snowstorms, ice storms, earthquakes, wildfires, invasive species infestation. AshBritt has responded to 83 missions throughout Florida dating back to Hurricane Andrew in 1992.

AshBritt has collected over 57,500,000 cubic yards of disaster-generated debris and handled more than 137,500,000 cubic yards of disaster-generated debris.

In the last five years, AshBritt completed disaster recovery projects and managed over 13,000,000 cubic yards of debris in the states of FL, GA, SC, CT, MA, NJ, NY, VA, TX, CA, and MD.

- 2016 Hurricane Matthew (DR-4283,4284,4286)
- 2016 California Blue Cut Fire (FM-5147)
- 2016 California Soberanes Fire
- 2016 Texas Severe Storms and Flooding (DR-4269)
- 2016 Collier County Severe Storm
- 2016 Winter Storm Jonas
- 2015 South Carolina Severe Storms and Flooding (DR-4241)
- 2015 California Valley Fire (DR-4240)
- 2015 Texas Severe Storms (DR-4223)
- 2014 Georgia Severe Winter Storm (DR-4165)
- 2014 South Carolina Severe Winter Storm (EM-3369)
- 2012 Hurricane Sandy (DR-4087)
- 2011 Connecticut Severe Storms (DR-4046)
- 2011 Massachusetts Severe Storm and Snowstorm (DR-4051)

The experience AshBritt has gained in the last 5 years is unmatched by any other firm in the industry.

Note: We've included the FEMA declaration (DR) number after projects that were federally declared disaster events.

AshBritt has been part of the National Response Framework since 1998 as a debris contractor for the United States Army Corps of Engineers (USACE). We were awarded the primary contract for the South Pacific Division (SPD) and South Atlantic Division (SAD) for USACE pre-positioned Advanced Contracting Initiative (ACI) debris removal contracts. The USACE SAD region includes Florida, Georgia, Alabama, North Carolina, and South Carolina. The USACE SPD region includes California, New Mexico, Nevada, Arizona, and Utah. The USACE adheres to the most stringent federal guidelines when selecting pre-positioned disaster debris removal contractors. This award represents the most elite contract in the disaster recovery industry.

Why is this important to Islamorada, Village of the Islands? Should the Village request direct federal assistance from FEMA for debris removal in response to an incident of national significance which incapacitated the Village, that mission would be assigned to the USACE SAD, and AshBritt will be the primary disaster debris removal and disposal contractor for the entire state of Florida.

AshBritt maintains the highest levels of safety, quality, and integrity in conducting our services and operations while adhering to all guidance set forth by OSHA, EPA, and FEMA.

In terms of safety, AshBritt has an ISNetworld "A" ranking, an Experience Modification Rating of .78.

In support of past events, we have always met or exceeded small business requirements. As one of AshBritt's core values since our inception, we utilize disadvantaged businesses including but not limited to: Small Business Enterprises (SBE), Historically Underutilized Businesses (HUB), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VOSB) to the fullest extent possible in accordance with 2 C.F.R. 200.

■ **Current Offices**

Below is a list of AshBritt's current offices. AshBritt's Senior Operations Advisor (Randal Perkins), resides in Islamorada and will be able to coordinate debris management and disaster recovery efforts from his local residence.

Deerfield Beach, FL Corporate Office

Address: 565 East Hillsboro Blvd. Deerfield Beach, FL 33441

Sacramento, CA Office

Address: 1301 I St. Suite 100 Sacramento, CA 95814

Los Angeles, CA Office

Address: 550 S. Hope St., Suite 1910, Los Angeles, CA 90071

Austin, TX Office

Address: 1001 Congress Avenue, Suite 100, Austin, TX 78701

■ **Team Overview**

Our senior operational and field personnel are experts on the federal emergency management standard Incident Command System (ICS) program, a key component of the National Incident Management System (NIMS). AshBritt has integrated the foundations of the ICS into our own organizational structure and planning standards for response, logistics, and recovery. Our team is also familiar with the base tenets of NIMS and the National Response Plan (NRP) through completion of the FEMA Emergency Management Institute training IS-00700, NIMS, An Introduction, and IS-00800.A, NRP, An Introduction. Our team is certified through the USACE program Construction Quality Management for Contractors, which is the stringent standard for safety and quality control followed by the USACE during disaster recovery missions. We have proven through our capabilities and wherewithal to be a professional, reliable, and competent contracting partner. We have witnessed first-hand the economic strain and demands that communities face

in the aftermath of major disasters. Although state and federal funding to support immediate local recovery efforts may lag significantly, proper documentation will aid in the speed of reimbursement from federal and state agencies. To ensure response and recovery progresses and reimbursement is obligated rapidly, we use our records and reporting system identified as Disaster Information Management System (DIMS). This record and reporting system allows AshBritt to give access to the Village to monitor applicable projects. In addition, this makes it possible to keep tabs on all work being done from the ROW to TDMS management ensuring a smoother reimbursement process.

**** Core Regulations & Agencies of the Disaster Industry ****

- Federal Emergency Management Agency (FEMA) – Public Assistance Program
- Environmental Protection Agency (EPA)
- Occupational Safety and Health Administration (OSHA)
- Federal Highway Administration (FHWA)
 - Moving Ahead for Progress in the 21st Century (MAP 21)
- Robert T. Stafford Act
 - Sandy Recovery Improvement Act
 - Homeland Security Act
 - Post-Katrina Emergency Management Reform Act
- 2 C.F.R. – 200.317-337

■ **Key Team Years of Experience**

AshBritt's core team members have worked together for over 13 years. The following chart indicates the years each individual has worked in the Disaster Debris Management Industry. *The project lead is denoted by a (*) by their name. Key support personnel are denoted by a (**) by their name. Those with over 10 years of AshBritt experience are highlighted in yellow.*

Note: AshBritt's Key Personnel are assigned to our Corporate Headquarters in Deerfield Beach, FL.

Corporate HQ Address: 565 East Hillsboro Blvd. Deerfield Beach, FL 33441

Key Personnel	Position	General Work Experience	Disaster Debris Management Experience
Brittany Perkins	CEO	11	7
Randal Perkins	Senior Operations Advisor	31	24
John Noble	COO	29	22
Terrance Jackson	CMO	40	20
Dow Knight*	Project Manager	25	14
Ralph Dahlgren**	Operations Manager	20	13
Matt Gierden**	Logistics Manager	15	15
Rob Ray**	Quality Control Manager	25	13
Jim Loomis**	FEMA/Technical Assistance	37	25
Christopher Holsinger**	Technical Assistance Manager	6	5
Bill Johnson**	Director of TDMS Operations	33	28
Brett Postelli**	Environ. Health & Safety Mgr.	11	11
Kelly Beckmann**	Data Manager	22	5
Christine D'Emidio**	Controller	13	10
Dan Strode**	Quality Control Supervisor	11	6
Danny D'Emidio**	TDMS Manager	26	23
Richie Bensch**	Operations Supervisor	21	16
Additional Personnel to be Utilized if Scope of Work Expands			
David Poe	Environmental Compliance Manager	29	27
Tom Credle	FEMA/Government Liaison	45	36
Michael Wyrick	Operations Supervisor	20	7
Jeff Spoerl	Environ. Health & Safety Mgr.	22	18
Barry Scanlon	FEMA Technical Consultant	32	26
Mark Merritt	FEMA Technical Consultant	29	25
Jason Santiago	QC Supervisor	13	16
Phil Foreman	Operations Supervisor	35	35
Fred Neris	Operations Supervisor	18	15
James Buddy Lofton	Operations Supervisor	42	42
John Noble Sr.	Operations Supervisor	32	13
James Rolette	Operations Supervisor	32	5
Mike Noble	Operations Supervisor	19	11
Bob Hewitt	Operations Supervisor	17	12
James Robbins	Operations Supervisor	17	10
Andy Rudd, Jr.	Operations Supervisor	7	7
Wayne Smith	Operations Supervisor	13	13
Jason Haynie	Operations Supervisor	19	11

■ Available Personnel

The chart reflects the management and supervisory positions anticipated for a disaster recovery event. The size of the management team and number of support personnel hinges on the event magnitude and the scope of the cleanup. AshBritt has presented a chart that sources where additional personnel will be brought in from to ensure sufficient personnel are present to respond to Islamorada, Village of the Islands.

Personnel Description	AshBritt/Reserve	Contract	Subcontractor	Total
Project Manager	8	0	0	8
Operations Manager	14	0	11	126
Quality Control Manager	20	0	10	30
Operations Supervisor	20	4	10	34
Logistics Managers	14	2	8	24
Sector Managers	16	10	10	34

Personnel Description	AshBritt/Reserve	Contract	Subcontractor	Total
Quality Control (QC) Manager	10	5	10	25
Quality Control Supervisor	10	10	25	45
Field/Site QC Personnel	8	10	50	68
Environmental Health & Safety Manager	6	2	10	18
Health & Safety Monitor	1	10	20	31
Safety Training Personnel	1	5	10	16
Environmental Compliance Manager	2	5	10	17
Hazardous Materials Field Personnel	1	10	25	36
TDMS Director	2	4	10	16
TDMS Manager	8	12	25	45
TDMS Foremen	4	25	40	69
Technical Assistance Manager	6	5	15	26
Data/Administrative Personnel	20	35	60	115

■ AshBritt Awards and Recognitions

Following is a listing of some of AshBritt's professional associations and commendations:

- Member of the State of Florida Board of Professional Engineers, the Society of American Military Engineers.
- Sponsor of the American Public Works Association of America local FL, VA, MD, DC, NC, SC, GA, TX Chapters, Florida Emergency Preparedness Association, National Hurricane Conference, FL Governors Hurricane Conference, Texas Hurricane Conference, Texas Emergency Management Association, Virginia Municipal League, Virginia Emergency Management Association, South Carolina Emergency Management Conference, North Carolina Emergency Management Association, South Florida Hurricane Conference, Florida League of Cities and Association of Counties.
- Members of the U.S. Composting Council, and Recycle Florida Today.
- Awarded Contractor of the Quarter three times by the U.S. Army Corps of Engineers, Mobile District; Presented "Award of Gratitude" from the City of Port St. Lucie Keep PSL Beautiful Committee (2005-2006); Presented "Hurricane Isabel Heroes" Recognition from the City Council of the City of Hampton, Virginia (2004) for disaster recovery efforts.
- Presented numerous commendations from the Office of the Governor, State of Mississippi, for our contributions and support of the recovery and rebuilding efforts in MS.

TAB 4. Project Approach

■ A. Understanding of Villages Needs

Below AshBritt has summarized each level of response and their respective methodologies in order to demonstrate our understanding of what the Village will need from their contractor throughout various events. These Event Profiles and Scenarios are a more general depiction of our response to the various events that may impact the Village.

Description of Event	Scope of Work/Methodologies
<u>Spot Jobs – Localized</u> Mgt Mob>> -24 to 6 HRS Push Mob>> 0 to 12 HRS ROW Mob>> 6 to 24 HRS	AshBritt will provide assistance in clearing, removing, collecting, hauling and reducing localized clean woody storm debris. Work would consist of augmenting and assisting local government assets and manpower. Less extensive management and technical support would be required. Local reserve subcontractors would be deployed and augmented as necessary by AshBritt's own equipment. Mobilization and certification of requisite assets and resources (60 to 80%) will occur within 6 to 24 hours of a notice-to-proceed (NTP) by the Village, with all on-site within 48 hours. Personnel and equipment will be on standby in the region 48 to 24 hours in advance of known "tracking" events (100-mile radius).
<u>Small Event - Widespread or Villagewide</u> Mgt Mob>> -24 to 6 HRS Push Mob>> 0 to 12 HRS ROW Mob>> 6 to 24 HRS	AshBritt will provide all necessary supervision, labor, and equipment to haul, recycle, and/or dispose of all types of debris with its own resources, except where public land is provided for debris management sites. A specialized and dedicated management team commensurate to the scale of the event would be deployed. Local reserve subs, AshBritt resources, and primary standby subs, would be mobilized and deployed. Essential management and planning personnel will be available to the Village pre-event as needed. Field supervisory personnel will be available within 6 to 24 hours, on an incremental basis. The majority of equipment and resources will be mobilized within 12 hours following an event, with 80% or more of assets on-site within 48 hours. The balance of any specialized equipment will be on-site within 72 hours. Personnel and equipment will be on standby safely nearby the Village 48 to 24 hours in advance of known "tracking" events (generally within a 100-mile radius for safety considerations).
<u>Significant Event - Removal, Reduction, Hauling - Woody Debris Only - Widespread or Villagewide</u> Mgt Mob>> -48 to 0 HRS Push Mob>> 6 to 24 HRS ROW Mob>> 12 to 48 HRS	AshBritt will provide all necessary supervision, labor, and equipment to remove, reduce (i.e., grind or burn) and haul clean woody debris to a disposal site managed and operated by the Village or AshBritt. A larger and specialized management team commensurate with the scale of the event would be deployed. Pre-positioned standby subs and local, regional, and primary first responders, who will be safely staged well in advance of event impact (100-mile radius) will converge on the affected area immediately under the direct guidance and coordination of our senior management. Local contractors would be coordinated and deployed to the greatest extent possible. To the degree they are impaired, out-of-area subs will be mobilized and employed temporarily. Essential management and planning personnel will be available to the Village pre-event as needed. Field supervisory personnel will be available within 6 to 24, on an incremental basis. Most equipment and resources will be mobilized within 24 to 48 hours following an event, with all equipment on-site within 72 to 96 hours.
<u>Significant Event - Removal, Reduction, Hauling & Separating Mixed Debris – Villagewide</u> Mgt Mob>> -48 to 0 HRS Push Mob>> 6 to 24 HRS ROW Mob>> 12 to 48 HRS	AshBritt will provide all necessary supervision, labor, and equipment to remove, reduce (i.e., grind or burn) and haul clean woody debris to a disposal site managed and operated by the Village or AshBritt. A larger, specialized management team commensurate with the scale of the event would be deployed. Pre-positioned standby subs and local, regional, and primary first responders, who will be safely staged well in advance of event impact (100-mile radius) will converge on the affected area immediately under the direct guidance and coordination of our senior management. Local contractors would be coordinated and deployed to the greatest extent possible. To the degree they are impaired, out-of-area subs will be mobilized and employed temporarily. Essential management and planning personnel will be available to the Village pre-event as needed. Field supervisory personnel will be available within 6 to 24, on an incremental basis--as needed. Most equipment and resources will be mobilized within 24 to 48 hours following an event, with all equipment on-site within 72 to 96 hours.
<u>Catastrophic Event - Villagewide Removal of Mixed Debris - Vegetation, Heavy C&D and Environmental Waste</u> Mgt Mob>> -48 to 0 HRS Push Mob>> 6 to 24 HRS	AshBritt will provide all necessary supervision, labor, and equipment to remove, reduce (i.e., grind or burn) and haul clean vegetative and mixed debris to a disposal site managed and operated by the Village or AshBritt. A more expansive, specialized management team, as well as specialized consultants, commensurate to the greater scope of work would be deployed. Pre-positioned standby subs and local, regional and primary first responders, who will be safely staged well in advance of event impact (100-mile radius) will converge on the affected area immediately under the direct guidance and coordination of our senior management. Local contractors would be coordinated and deployed to the greatest extent possible, where not affected by the event itself. To the degree they are impaired, out-of-area subs will

Description of Event	Scope of Work/Methodologies
ROW Mob>> 12 to 48 HRS	be mobilized and employed temporarily, but phased out as local assets ramp-up. Essential management and planning personnel will be deployed to the Village EOC pre-event (24 to 48 hours). Other management and supervisory personnel will be staged within the region available for mobilization within 6 to 24 hours. Owing to impact damage uncertainties, equipment and resources will be mobilized and certified in systematic waves. Push equipment will converge immediately (0 to 24 hours), following damage and safety assessments. Most equipment and resources for ROW work will mobilize within 48 to 72 hours, with 80 to 90% of assets by 96 hours post-event. Within the first two weeks, resources will be correlated with damage assessments, reassigned and added as necessary. AshBritt will recruit and train local residents adversely affected by the event for employment.
<u>Catastrophic Event - Site Management - Villagewide</u> Mgt Mob>> -48 to 0 HRS TDMS Mob>> 24 to 48 HRS	AshBritt may be tasked to plan, setup, mobilize equipment, manage, and operate one or more Temporary Debris Management Site (TDMS) Villagewide, including burning operations. AshBritt would be responsible for all necessary traffic control, environmental monitoring, weighing, measuring, reduction, recycling and all other necessary operations for the performance of the site(s) through close-out. We will comply with all FEMA, federal, state, and local environmental and safety requirements, rules, and regulations. Local and non-local subcontractors would be deployed to establish sites, generally within 24 to 48 hours following impact or NTP (may be sooner owing to need). Local subs and persons will be used to the greatest extent possible to support TDMS operations. AshBritt will source sites, as necessary, to augment pre-identified sites. Recruitment and training will be made available to local residents adversely affected by the event for employment by AshBritt at sites (spotters, security, flaggers, traffic control, etc.).
<u>Catastrophic Event - Total Management - Villagewide</u> Push Mob>> 6 to 24 HRS ROW Mob>> 12 to 48 HRS TDMS Mob>> 24 to 48 HRS	Ashbritt will be tasked to combine site management and field operations as delineated and discussed above for the removal through final disposal of mixed debris. This may occur at multiple and different sites throughout and potentially outside the Village. All above general approaches and methodologies would be adhered to and incorporated. Please refer to our Response Plan, for further information on the approach, methodologies and scope of services for all aspects of the foregoing scenarios. AshBritt maintains comprehensive plans and protocols for the orderly, efficient and rapid execution of all functions necessary in the performance of these tasks.
<u>Technical Assistance - Total Project Management - Villagewide</u> Mgt Mob>> -48 to 0 HRS TA Team>> -48 through to audit	Ashbritt will provide all necessary technical assistance and guidance (i.e., documentation and reimbursement protocols) to Village appointed and elected officials and departments before, throughout and following an event impact. This includes, but is not limited to: 1) assistance with documentation, recordkeeping, reporting, billing and administrative functions before, during, and after an event (through audit, as required); 2) supply and/or review of user-friendly worksheets, forms, reports (AshBritt, FEMA & state forms) provided in electronic format; and 3) assistance with special projects, scopes of work, considerations and other funding opportunities outside of PA program. AshBritt will provide annual seminars and workshops to educate and train Village representatives and local subs with respect to performance rules, documentation guidelines, 2 C.F.R. 200.317-326, and acceptable procedures.
<u>Program Management Assistance - Villagewide</u> Mgt Mob>> -48 to 0 HRS TA Team>> -48 through to audit	AshBritt will provide program management assistance and guidance to the Village up to a level that is considered neutral and non-conflicting by governing authorities. Public Assistance program functions, in regards to Damage Survey Reports (DSR), Project Worksheet (PW) completing and filing, other claim documentation preparation and filing, and consultations, recommendations and negotiations on plans of action and funding guidance, are generally the responsibility of the applicant (subgrantee) or a neutral third-party representative (monitoring/consultant firm). AshBritt, as the debris management contractor, can only assist, make recommendations, and guide Village representatives in an advisory role, with all communications being conducted in a written format. To avoid any conflicts of interest, AshBritt personnel cannot prepare any documentation outside of our contractually obligated forms, logs, reports, permits, etc. related to debris management task; we can and will review DSRs, PWs and other documentation for administrative accuracy at the Village's request and we will supply expert subject matter experts in cases of confusion or conflict with funding authorities.

- **Project Management Approach**

AshBritt will deploy a Project Management Team(s) (PMT) to the Village that is commensurate with the severity of the disaster event. Disaster debris stream quantities, makeup, and overall post-disaster conditions will *always* vary. AshBritt will respond individually and proportionately to any recovery with the appropriate personnel, organizational structure, equipment assets, communications, resources, and systematic plans for execution.

For a large-scale recovery operation, we will deploy a larger more specialized PMT to handle the complexity of an expanded recovery mission. For smaller events, when the recovery response is limited to the collection of vegetative debris, we will deploy a smaller PMT. During a minor recovery event, the Operations Manager will assume a greater share of the Project Manager responsibilities. Any deployed PMT will likely expand and contract over the course of the recovery, smoothly transitioning to achieve the optimal level of personnel. AshBritt explicitly assures the Village that the management deployed for any recovery in the Village will be dedicated and sufficient to design and execute the best Management and Operations Plan to meet the Village's needs. As the Village's future contractor, the following standards, at a minimum, will be upheld by any recovery efforts in which we may be called upon to assist the Village:

- **Rapid Deployment & Accessibility.** The quantity and quality of resources deployed to the Village, as well as the speed of deployment of these, will meet or exceed AshBritt's commitment to the Village. We will make a full and concerted effort to conduct an expeditious, safe and cost-effective recovery. Our senior management will be available 24/7 throughout the course of the project via various communication channels.
- **Common Framework.** As part of a larger effort and mutual aid response, best practices of cooperation, clear communication, collaboration, accountability and efficient use of shared and owned resources will be followed. Flexibility, visibility, and accessibility will be maintained throughout the project.
- **Project Responsibility.** AshBritt senior management will have full responsibility and the authority to direct all subcontractors and teaming partners who are involved in the recovery efforts. Management will be solely responsible for all aspects of the operations and other project procedures.
- **Regulatory Compliance.** All activities related to every aspect of the recovery operation will be conducted according to Federal (FEMA), Florida Statutes, Islamorada, Village of the Islands laws, regulations, and guidelines. Any deviation from the guidelines, will be addressed and adjudicated immediately and decisively, as well as reported completely and promptly.
- **Self-Sufficiency.** AshBritt staff and subcontractors will maintain self-sufficiency with regards to housing, sanitation, food, and lodging. The staff will also maintain self-sufficiency with equipment safety, maintenance, repair and fuel by means that are consistent with local requirements to minimize adverse effects and further disruption in Islamorada, Village of the Islands.
- **Timely and Accurate Reporting.** Daily, weekly or other cumulative reporting, accounting and reconciliation will satisfy the Village's standards. The best available support technology and systems will be used. All data, documentation, and invoices will be timely, accurate, and audit quality. Transparency of the documentation and reporting process will be accomplished through our Disaster Information Management System (DIMS).
- **Financial Control & Integrity.** Through the employment of our Standard Operating Procedures and plans, and the administration and enforcement by our PMT, this will ensure the most cost-effective means of recovery. With our sound financial standing, lines of credit, and streamlined DIMS tracking system, we will be able to rapidly and accurately compensate our subcontractors during the outset of any disaster event. Moreover, DIMS seamlessly segregates debris quantities from multiple contracts, including Federal Highway Administration (FHWA) debris quantities where applicable.
- **Qualified Technical Assistance.** Guidance offered by our *Technical Assistance Team* will be timely, consistent, thorough, and accurate, resulting in the full realization and reimbursement of all eligible claims. Members of our team have worked for State Divisions of Emergency Management and

administered programs for FEMA. This knowledge will further assist the needs of our clients. The *Team* will participate to the greatest extent allowable by the local, state, and federal authorities to offer support and assistance throughout the funding process while at the same time maintaining the highest level of neutrality and integrity.

- **Safety & Health.** AshBritt abides by all OSHA regulations and other federal and state agency guidelines when conducting an operation. Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed. All PMT members and all AshBritt personnel, not just our Environmental Health and Safety Manager, will be empowered to address any potentially unsafe conditions or actions. Immediate and swift action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented and the safety of citizens will be considered paramount.
- **Deficiency Response.** Project deficiencies (public or private collateral damage) will be posted, tracked, and reported promptly to the Village. Reports will describe the deficiency, supply evidence of a 24-hour response to the conflict resolution, and explain the corrective action taken to prevent future occurrences. All repairs and documents of any monetary settlement will be provided to the Village in a timely fashion.
- **Project Organization.** The recovery will proceed in accordance with an objective plan of action that can be easily adjusted or scaled to accommodate an ever-changing recovery environment and mission. Operations will be efficient, unified, and cost-effective, meeting the full and utter approval of the Village. Any deviations from the Village's expectations or standards will be corrected in the shortest time possible.

- **Quality Control Plan**

Site Quality Control & Assurance Overview

*** Quality Control Representative Duties***

Oversee

- Staging Areas • Crew Certification • Crew Coordination
- Collection Zones • Crew Navigation • All Damage Reports and Settlements.

Enforce

- Our "clean as you go" Policy • Traffic Control and Debris Security Policies • Safety and Environmental Plans • Work Hours • Zone Collection Boundaries with Corrective Action for Violation.

Execute

- Random Equipment and Vehicle Inspections • Tool-box Safety Meetings in the Field.

Coordinate

- Field Operations with Other Contractors • Monitoring
- Compiling Spot Check Field Documentation/Reporting.

Essential Function

- Field Liaisons for our Senior Management • Monitor and Report any Threats to Public Health and Safety • Track the overall Progress of the Cleanup • Ensure our Collection Passes are carried out efficiently and safely.

AshBritt employs a team of Quality Assurance/Quality Control Representatives (QCR) to monitor the overall safety and quality of the operations in the affected work area (debris collection zones, Temporary Debris Management Site, and other public or private property, as applicable). The QCR will coordinate managing sub-consultants, and enforce FEMA guidelines for debris eligibility, safety, project work rules, compliance with applicable laws, and timely follow-up to homeowner complaints and concerns. Our subcontractors are held accountable for repairing all collateral damages (both public and private) as a result of their negligence or accidents while carrying out the recovery project.

We encourage subcontractors to take due care when conducting cleanup operations; still some damage is unavoidable. We urge them to complete repairs within their capabilities immediately after they occur. If that is not possible, our QCRs will respond and develop a plan to alleviate the situation. As a rule, QCRs will contact the person(s) making claims regarding damages within 24 hours of receiving said claim. Our Quality Control Manager tracks all damage claims (deficiencies) utilizing our advanced recovery tracking program (DIMS) and

ensures that proper follow-through is conducted with incidents that warrant prolonged attention. After investigation, our QCRs, Operational Supervisors (OS) and claimants discuss information such as the method of repair and timeline for completion.

We are committed to repairing all damages expeditiously. Our QCRs obtain signed unconditional releases upon the resolution of each property damage claim. These indemnify the Village and AshBritt from future actions associated with the claim. A *Deficiency Tracking Report* and copies of any executed releases will be provided to the Village on a weekly basis and at the end of the project for appropriate close-out.

AshBritt will ensure that all surface damage, such as rutting and pavement damage attributed to our subcontractors will be filled to grade with like material and repaired to pre-damage conditions. We will diligently investigate and repair all damage caused by our equipment to existing grade, road shoulders, sidewalks, drainage, structures, trees, shrubs, grassed areas, landscaped and other improved property, et cetera.

Our crews and field personnel are mandated to preserve and protect, to the best of their abilities, all infrastructure and vegetation on or adjacent to the area of work (curbside or otherwise). We will repair or replace with like materials all damaged mailboxes. QCRs will ensure that all staff and subcontractors providing service to the Village will adhere to AshBritt's high standards of operations.

Safety, Quality & Environmental Control Overview

It is paramount to AshBritt to conduct our work with the highest levels of safety, quality, and environmental stewardship. We hold all of our employees and subcontracting partners responsible for meeting these standards. We enforce comprehensive Health & Safety, Quality Control, and Environmental Control Plans on all of our personnel. AshBritt will supervise and direct the work, using skilled labor and proper equipment for all tasks. AshBritt considers safety and environmental concerns seriously in any disaster recovery operation, and we have an impeccable record to show for it.

During our management of Hurricane Katrina under the USACE, we maintained a less than 0.01 percent of lost-time injuries to total man-hours worked.

We pride ourselves on continually training our personnel, as well as extending that knowledge to our subcontractors through written plans, on-the-job training, and outside education. All of our management staff is NIMS and ICS certified, and some of our field personnel are HAZWOPER and OSHA 40 certified. Some team members hold more specialized distinctions such as Certified Arborists. More important than any written plan or certificates of training, however, is their application. It is the diligence that our safety managers, supervisors, quality control personnel, and all other staff and partners exhibit in the field that leads to our unparalleled achievements.

We encourage and foster an environment of the best safety practices and individual responsibility, with a swift and appropriate system for rewards and penalties commensurate with all work actions. Our plans collectively encompass some of these key aspects:

- Safe work practices
- Accident prevention education
- Safe certification of all operating equipment and follow-up inspections
- Debris transportation supervision by our QCRs to prevent overloading and falling debris
- Traffic control to include flag-persons and traffic maintenance devices to protect vehicular and pedestrian traffic
- Site security
- Fire protection and air monitoring
- Hazard identification and mitigation
- Activity hazard analysis for operational tasks
- Respiratory protection procedures
- Accident investigation and reporting
- Noise mitigation
- Emergency response actions

What is more, our plans address vital environmental and infrastructure protection measures and pollution controls, such as:

- Procurement of all environmental materials handling and land-use permits, licenses, and dissemination of regulatory updates.
- Protection and preservation of the surrounding ecosystem and natural habitats, to include surface and ground water considerations, air quality and soil control, sampling and testing, fish, wildlife and wilderness areas. This includes trees, botanical habitat, and ground cover concerns, historical designated areas identification and preservation, as well as noise and odor pollution and aesthetic concerns.
- Environmental impacts of collection activities are considered for prevention of further damage to infrastructure including the handling and containment of hazardous materials and vegetative debris containment.

Impacts of site selection, construction, and reduction methods are considered, including:

- Proximity to occupied dwellings and safety buffer zone availability
- Location and distance from water bodies, such as rivers, lakes, streams or wetlands
- Accessibility and closeness of obstructions and power lines
- Presence of on-site underground utilities or storage tanks
- Stability of soil strata and erosion and sedimentation control

Local effects of various methods of debris processing and handling are evaluated, such as:

- Air curtain incineration and open burning impacts (with attendant testing and disposition of ash)
- Grinding impacts (with attendant considerations of noise, dust, particulate matter, disposition and beneficial reuse)
- Storage, decontamination and recovery of white goods (i.e., refrigerant-containing appliances that require special handling) and recycling of such
- Household hazardous waste storage, containment, and approved disposal
- Hazardous materials containment, storage, remediation, and approved disposal

Site restoration, closure, and all attendant soil and ash testing are undertaken under federal and state environmental guidelines to ensure no environmental contamination is left on-site. Any remediation and monitoring will be coordinated with state and federal environmental protection agencies. AshBritt management and staff, through constant communication and training stay apprised of current Environmental Protection Agency (EPA) specific guidelines, rules and laws as they relate to disaster recovery and debris management. We also stay informed through our work on other special environmental projects, which often correlate with disaster recovery work, and through our association, affiliation and contacts with the American Public Works Association (APWA)—various Chapters.

Clean-As-You-Go (C-A-Y-G):

During all phases of work, with our resources or subcontractor's resources, we enforce our clean-as-you-go policy. The concept of Clean-As-You-Go is a component of our Quality Control Plan. C-A-Y-G epitomizes the value of "do it right the first time." AshBritt field personnel and forces will be directed to complete assignments and cleanup activities as thoroughly as practicable at each stage of work so as to avoid do-over's, inefficiencies, and delays. C-A-Y-G does not interfere with the concept of multiple debris passes, but emphasizes the objective of removing all accessible and eligible debris during each respective pass, sometimes employing basic hand laborers and tools. Maintaining C-A-Y-G objectives is especially important for debris work on emergencies and major disasters where restoration of critical public functions is the highest priority. AshBritt personnel and subcontracted partners will be expected to abide by this policy. If after orientation and performing under the C-A-Y-G concept work site conditions do not reflect the objectives of this policy, AshBritt personnel and subcontractors will be subject to corrective action which may include dismissal from the project.

- **9 Phase Technical Approach**

AshBritt's entire disaster recovery, debris removal, and disposal process can be described in the following subsections which illustrate the general sequence of disaster recovery and debris removal operations for known and predictable events, such as hurricanes, tornadoes, flooding, or similar events. This approach outlines the methods of operation, operational structure, and services to be provided for the Village. Additional detailed information regarding the sequence of debris removal operations and the means and methods of such is included in our General Event Sequence Diagram below. This diagram is an organizational chart outlining the methods of operations.



AshBritt's General Event Sequence Diagram of Debris Management Services

AshBritt follows a prescribed sequence of phases for storm clearing operations that are based on 24 years of experience in a variety of jurisdictions and supporting a variety of recovery operations.

Phase 1 – Planning and Preparation

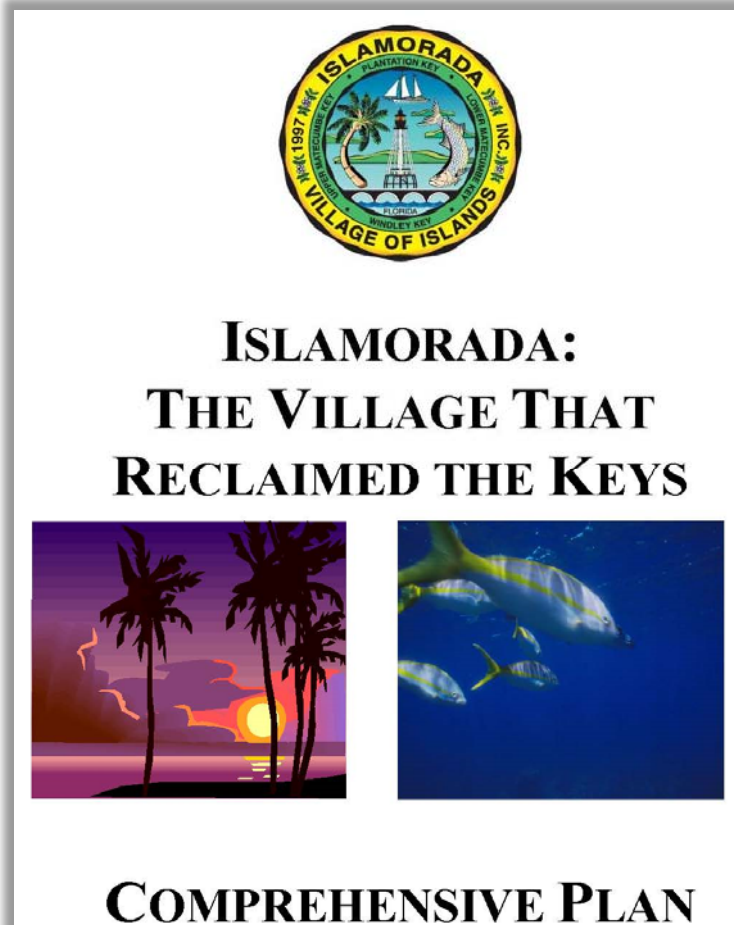
AshBritt will coordinate annually with Islamorada, Village of the Islands to review logistical, operational, and administrative aspects of the possible response and recovery plans and projects. Some of the key issues and elements that will be addressed in this annual training will include organization and communication structures to the community and public warning systems. AshBritt will verify contact information and the Village's expectations and special circumstances to review and critique the current Islamorada, Village of the Islands emergency response plans.



AshBritt will review the nearby recycling facilities and their classification, critical facilities and priority route clearance maps, geographic sectoring, and infrastructure (GIS review). It is crucial to have up to date Logistical Staging Areas (LSA's) and Points of Distribution (POD) areas. AshBritt will assist in identifying and/or updating these areas within the Village.

Our local knowledge from conducting past debris response operations in the Keys, the Florida Division of Emergency Management Geospatial Assessment Tool for Operations and Response (GATOR), and our recent experience will help AshBritt understand and prepare for the type, source, and location of debris if a disaster-generating event occurs in the Village.

AshBritt has thoroughly reviewed the Islamorada Comprehensive Plan which includes the Mitigation plan, Post Disaster Redevelopment Plan and other relevant documents which assist in AshBritt gaining a full and complete understanding of the Village and your expectations.



AshBritt's understanding of the Village and their expectations and ability to respond to the Village of Islamorada is unmatched by any other disaster debris removal contractor.

O Technical Assistance Planning

AshBritt's Technical Assistance Team has worked as Administrators for bureau's in FEMA and the Florida Division of Emergency Management. They will be able to utilize their knowledge and experience from their previous employers to assist in FEMA Technical issues or questions that may arise. Our Team consists of:

- **Mark Merritt** – Former Deputy Chief of Staff for FEMA
- **Barry Scanlon** – Former Director of Corporate Affairs for FEMA
- **Jim Loomis** – Former Recovery Bureau Chief of Florida Division of Emergency Management (FDEM)

- **Christopher Holsinger** – Former FDEM Debris Specialist and Public Assistance Coordinator

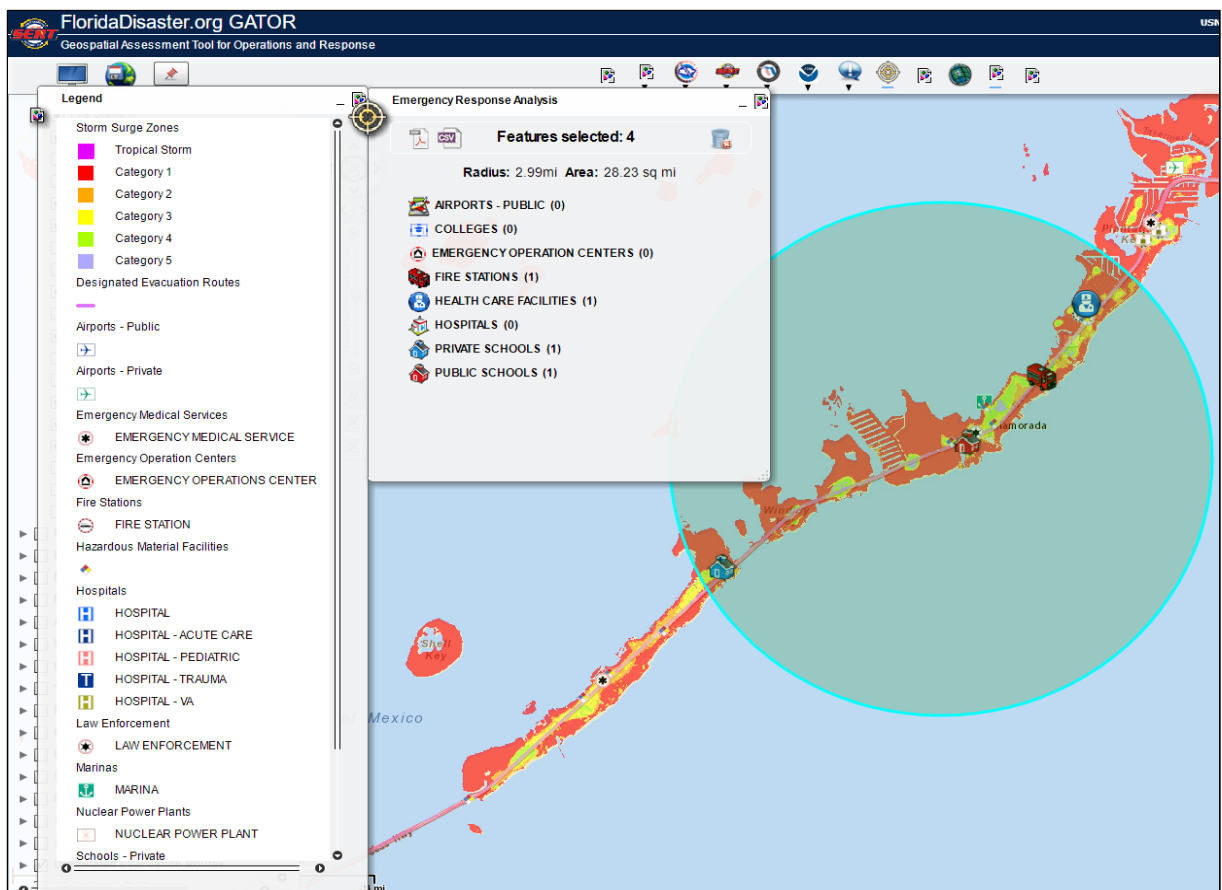
AshBritt has experience with the maintenance process of various emergency management plans at the state level. We will dedicate our specialized personnel to attend planning and training sessions with Village staff. AshBritt believes that proper mitigation and preparedness measures save more tax dollars for jurisdictions than any other task in the four phases of Emergency Management.

In 2005, a study by the National Institute of Building Sciences reported to Congress that, on average, every dollar spent on mitigation yields \$4 in future benefits.

o Florida State Emergency Response Team GATOR Analysis

AshBritt utilized the state of Florida GATOR system to generate an up to date critical facility map for Islamorada, Village of the Islands to facilitate planning and response efforts. AshBritt is able to analyze current weather outlooks, flood zones, evacuation zones, storm surge areas, and other critical information in real time during a disaster event. This system is effective for identification of hazardous material spills and areas that it will effect based on current and forecasted weather conditions. The map below denotes critical facilities, storm surge depths, and other critical information.

<https://maps.floridadisaster.org/gator/map.html>



AshBritt has identified on the Monroe County, FL Emergency Management Website that the Village is within Evacuation Zone 4.

Note: This is just one of the many tools AshBritt uses for planning, response, and recovery efforts for our missions throughout the state of Florida.

AshBritt has identified and reviewed the Villages Floodplain Management Ordinance (Article VIII. Section 7-133) which controls filling, grading, dredging and other development which may increase flood damage or erosion. This ordinance will come into affect during a disaster recovery mission in the event severe damage is done to infrastructure. AshBritt will ensure our operations do not negatively effect any floodplains.

Phase 2 – Ready and Watch

As hurricane season approaches, AshBritt enters a ready and watch stage. During this time, we conduct internal reviews of our systems and procedures and inventory and perform maintenance on our equipment and relevant assets. We stock up on all necessary supplies and consumables, canvass our teaming partners, subcontractors, suppliers, and reserve personnel, and continue to touch base with the Village. We increase the frequency of our planning and operations meetings to ensure that all key management and support personnel are operationally synchronized for the upcoming season. Several operation management personnel are designated to track regularly and notify our management team of any imminent threats, though all staff tracks storm activity. We meet with our first-responder subcontractors and debrief them on any relevant modifications to our response plans for the upcoming season.



AshBritt Tracks all NOAA Advisories

Phase 3 – Monitor, Alert, and Notification

If a storm path is aimed at the vicinity of the Village, AshBritt will begin closely monitoring the track and conditions of the storm. AshBritt's Project Manager – **Dow Knight** will contact the Village as a precursor to your official alert stage. We believe it is important to engage communication lines as soon as possible and notify our clients that we are monitoring the status of all impending events.

AshBritt will work in unison with the Village to utilize AshBritt's or the Village's Public Service Announcements (PSA's) for urgent notifications. An example of these PSA's can be seen on this page.



Public Service Announcement Examples

During this phase, we will put our management, supervisory, support, and reserve personnel, as well as our first response subcontractors and suppliers on a preliminary alert status. Our operations staff will review and satisfy our task preparation lists to ensure all necessary supplies, equipment, and assets are ready to go. We may secure and prepare our mobile command buses, satellite communications systems and other computer and communications equipment for deployment.

Upon official alert and notification by the Village of an imminent threat (and likely strike), we will amplify our monitoring and readiness actions. Our operations staff will review the contractual scope of work and any established planning elements that had been derived during the pre-planning and preparation stage. We will put our management team, support personnel, reserve staff and primary and specialty subcontractors on standby status. Select management personnel and our first-responder subcontractors will be deployed to the pre-designated rally points.

AshBritt's Project Manager or other key team members will be physically present as requested by the Village. AshBritt duties will include but are not limited to

- Assisting and coordinating with the impact assessment and required resources
- Assessing damage
- Coordinating the helicopter and drone survey
- Preparing for first push
- Ordering and staging equipment and supplies
- Coordinating the opening of the TDMS
- Coordinating the action plan to be operational in the first 48 hours

AshBritt will begin operations within 8 hours of the Notice to Proceed.

Phase 4 – Strike, Mobilization, Assessment, and Clearance

Following the impact of a debris-generating disaster, AshBritt will immediately deploy the management team to engage with the Village. Preliminary courses of action and coordination will be addressed at this time if they have not been completed already. This will act as the cue to proceed with our pre-established response and mobilization plan. Many of the critical actions here will proceed concurrently. We will implement our communications plan as appropriate. If required, we will deploy aircraft and vehicles to assist the Village with their initial damage assessment. We will also assist the Village with vital public information.

As part of this assessment, we will review the pre-designated staging areas and TDMS for continued viability. As staging areas and debris sites are assessed, we will instruct our local subcontractors to ramp-up preparation.



AshBritt Hurricane Matthew TDMS in Charleston, SC - 2016

We will notify our primary first-responder subcontractors to deploy to the areas for certification from pre-positioned locations. This will be done by the Village's personnel or monitoring firm. Additional support and reserve staff will be ordered to begin deployment, as needed. Subcontractors and personnel will be checked-in and put through an orientation. The AshBritt Operations Manager will coordinate with the Village regarding emergency routes, federal-aid roads, and the existing debris management zones, as well as other special logistical aspects. In regards to the federal-aid roads, AshBritt incorporates the regulations stemming from Moving Ahead for Progress in the 21st Century, which resulted in the publication of the *Fact Sheet 9580.214 Debris Removal on*

Federal-Aid Highways. The summary below identifies the applicable changes in regards to funding sources for the Emergency Relief program.

o *MAP 21 - Emergency Relief [1107]*

“The Emergency Relief (ER) program assists federal, State, tribal and local governments with the expense of repairing serious damage to federal-aid, tribal, and federal lands highways resulting from natural disasters or catastrophic failures.” MAP-21 continues the ER program, with some applicable changes:

- ***For emergency repairs, a 100 percent Federal share is allowed during the first 180 days following a disaster. MAP-21 allows the Secretary to extend the period if access to damaged areas is limited.***
- ***Debris removal for major disasters declared under the Stafford Act will be funded by FEMA.***

o *Emergency Road Clearance*

Upon request, AshBritt will begin mobilizing all the necessary resources to assist with emergency road clearance. AshBritt will assist the Village in identifying key facilities based on the following priorities and field assessments:

- Support for Search and Rescue and other life-saving resources.
- Critical life-sustaining facilities (e.g., hospitals, nursing homes, other).
- Additional life-sustaining facilities (e.g., emergency feeding and sheltering sites, Local Distribution Points, other).
- Critical community support facilities (e.g., police, fire, EMS, and emergency management sites, other).
- Critical infrastructure facilities (e.g., Electrical Utilities, Telecommunication Utilities, other).
- Long-term sustaining facilities (e.g., water treatment facilities, wastewater treatment facilities, water pumping stations, other).

During our continued assessment, AshBritt project managers and ground crews will conduct a survey of the affected areas to ensure safe passage during the emergency road clearance phase and upcoming ROW mission. Emphasis on safety during this phase is critical, as there may be downed electrical lines and other hazardous materials released. Due to the fact that there will be many stakeholders involved during this response phase, AshBritt will maintain a strong commitment to coordination. Our personnel and forces will not interfere with the vital rescue and recovery efforts of other organizations and agencies within Islamorada, Village of the Islands. Quality Control will be extremely pertinent throughout this phase and all phases. In assisting with emergency road clearance, as coordinated with the Village, our ground crews will systematically cut, toss, and clear debris from vital travel lanes and critical facilities. Requisite traffic safety control methods and devices will be employed throughout this phase. All pertinent safety equipment will be supplied and required for ground crews and field personnel. We will work closely with the Village to facilitate documentation of all activities for FEMA cost reimbursement during this phase and all applicable phases. AshBritt maintains the highest levels of safety, quality, and integrity in conducting our services and operations while adhering to all guidance set forth by OSHA.

AshBritt's TDMS managers and supervisory personnel will ensure that the debris sites are prepared according to contractual requirements and FEMA guidance as established within the FEMA P-325 Debris Management Guide Ch. 8 Debris Management Sites and FDEP guidance for Establishment, Operation, and Closure of Disaster Debris Management Sites (10/4/2016).

All construction, environmental, safety and logistical factors will be addressed. As these sites become operational, initial loads of debris may be delivered. Although debris is not generally collected during the emergency road clearance phase of the response; sometimes it is necessary to collect and haul debris to preclude an encumbrance to the clearance mission.

Phase 5 – Equipment Certification, TDMS Setup, Right-of-Way Collection (ROW)

Throughout the initial mobilization, damage assessment and emergency road clearance phase, continued efforts are made to coordinate our subcontracting and operations plans. Out-of-area and local subcontractors with whom we have established commitments are contacted and instructed to deploy to our established staging areas within the impacted area.

Equipment certification areas will be established at select staging areas to examine the operability and safety of hauling vehicles and to measure and assign a load carrying capacity to them. This certification becomes the official tracking identification for all loads that a particular vehicle hauls. The measured capacity of all hauling vehicles is identified on the truck certification form and a placard affixed to each vehicle. All truck certifications are manually logged, scanned, and entered into our proprietary Disaster Information Management System (DIMS). Verification of truck certifications will be done within 48 hours.



Equipment Certification Process



Typical Vegetative Curbside Debris Pile

The tracking of certifications is customarily duplicated by the client or their monitoring firm. (Note: AshBritt maintains a very diligent protocol for field data collection, processing, and reporting. This is crucial to successful accounting, invoicing and maximizing reimbursements.) Once haul vehicles are measured in, they are assigned a zone per the pre-established geographic area management plan (or any modifications made due to the initial damage assessment). As the emergency road clearance wraps up, we will accelerate the mobilization and certification of equipment.

o Temporary Debris Management Site Procedures

Temporary Debris Management Site (TDMS) will be fully manned with supervisory, monitoring and safety personnel, traffic control, security personnel, and all operators and spotters. After the TDMS baseline study is initiated and site plans are completed, the ROW mission can be fully accelerated. AshBritt will provide as many Monitoring Towers as designated by the Village at each debris site. The collection of debris from the ROW and other public property is organized by conducting multiple scheduled collection and removal passes. Passes are conducted in each established zone and area simultaneously. For the most part, this allows for an efficient and consistent recovery. Organized multiple passes give residents and others affected ample time to remove debris from their private property to the ROW. Areas with the greatest damage and corresponding debris are assigned the greatest number of equipment resources (as the area allows).

o TDMS Operations

Effective TDMS operations have a significant impact on managing disaster-generated debris. Proper management and reduction of the debris will avoid significant accumulation of material at the TDMS. This is accomplished by ensuring unprocessed debris is continually reduced and processed debris is hauled to the final disposal location.

The site layout is set up in such a way to lessen the effects of operations that might irritate occupants of neighboring areas. Buffer zones are established in accordance with the Village and local regulations to abate concerns over smoke, dust, noise, and traffic. Planning on-site traffic patterns and location of separation areas for incoming materials is based on anticipated volume reduction methods.



Debris management areas are established for ash, HHW, e-waste, white goods, fuels, and other materials that may contaminate soils and groundwater. Plastic liners are placed under stationary equipment such as generators and mobile lighting plants. These actions are included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling, and equipment repair area, these areas need to be monitored to prevent spills and contain the appropriate spill kits to mitigate spills of petroleum products and hydraulic fluids. Care is taken to avoid operations that significantly modify the landscape, such as soil compaction and over excavation of soils when loading debris for final disposal, as they will adversely affect landscape restoration.

The volume of the debris stream factors into determining the hours of operation for the sites. Site operations will be managed to coincide with hauling operations during daylight hours.

AshBritt can operate multiple TDSRS locations 24 hours per day, 7 days per week including execution of burning operations.

AshBritt staffs each site with management personnel that are responsible for day and night shifts and overall management of the TDMS operations. In large sites with unimproved roads, motor graders are utilized to maintain the roadways. Water trucks are deployed to control dust emissions. The Village representatives and FEMA personnel may inspect the TDMS at any time, day or night, provided they comply with site safety requirements.

Each TDMS will have a day foreman who will be responsible for all operations of the site to include traffic control, dumping operations, separation of debris into burnable, mixed, and metals materials, burning and chipping, and safety. The TDMS day foreman monitor and document equipment and labor time and provide the daily operations report to the Village, including the cubic yards reduced per day and the cubic yards removed from the site. Each TDMS will have a night foreman responsible for managing all night operations that will be limited primarily to burning, unless adequate lighting and suitable conditions, as approved by the Village permit grinding. The night foreman documents all equipment and labor time and provides it to the site foreman for inclusion into the daily operations report. AshBritt will construct all necessary and appropriate sites, managing the operation of the sites, performing debris reduction by burning, air curtain incineration and/or reduction by mechanical means using chippers, grinders, shredders as specified in the task order, separation of debris, and final disposal. We will perform environmental baseline testing. Debris trucks entering the TDMS must stop at the vehicle inspection tower where the debris load is quantified and recorded by a Village inspector or Monitoring Firm representative. Upon leaving the vehicle inspection tower, the truck is directed by traffic control personnel to the appropriate offload area based on debris classification. Once offloaded the truck exits the site passing the vehicle inspection tower, where it is verified empty.

O Site Identification and Setup

AshBritt will provide all the labor, equipment, and materials to operate and maintain TDMS as necessary for the efficient execution of the recovery operations. AshBritt will perform all required baseline environmental testing. Potential sites should be identified prior to a storm event and could include parks, recreational areas, and other parcels.

Upon TDMS selection, AshBritt and the Village representative will:

- Catalog any known hazardous material or conditions existing on-site
- Identify ingress and egress routes
- Define site preparation requirements
- Establishment or modification of road system
- Determine traffic flow, control, and safety
- Identify the location of debris separation activities and separation of non-vegetative debris
- Identify the location of all reduction operations
- Identify the location of hazardous material, e-waste, and white goods containment area
- Identify the location of above ground fuel tank containment area
- Identify the location of vehicle inspection tower
- Determine the TDMS activation date/time
- Determine the TDMS daily hours of

operation

The following actions are considered best practices to record the baseline data on all selected sites:

- **Video and/or Photograph the Site.** AshBritt will thoroughly videotape and photograph (ground and aerial) each TDMS before commencing activities. Under the direction of the TDMS Manager, we will periodically update video and photographic documentation to track site evolution.
- **Document Physical Features.** AshBritt will note and document, via photographs, sketches, and narrative, existing structures, fences, culverts, irrigation systems and landscaping to help evaluate potential damage claims made later.
- **Historical or Archaeological Investigation.** AshBritt will research property past use and ownership to note any issues regarding historical or archaeological significance. Our subject matter experts will contact the Florida Department of Environmental Protection (FDEP) and the State Historic Preservation Officer (SHPO) for assistance and notification of intent prior to assuming ownership through a lease agreement.
- **Baseline Soil Samples.** Advanced planning with the Village and environmental agencies will establish requirements, a chain of custody, acceptable collection methods, certified laboratories and testing parameters. For samples, AshBritt will contract in advance with an environmental consulting firm who can respond rapidly to the Village following an event. The firm will collect random soil samples, surface and sub-surface that may be impacted by debris management and volume reduction activities.

o *Permits*

AshBritt will acquire all permits necessary to complete the recovery in the Village in full compliance with all local, state and federal guidelines. We will be responsible for determining what permits are necessary to perform specific work under the contract. Permits that may be expected include:

- | | |
|---|---|
| ▪ Temporary land-use permits | ▪ Fire department permits (hydrant use) |
| ▪ Land-use variances | ▪ Traffic permits |
| ▪ Grading permits | ▪ Hazardous waste permits |
| ▪ Building permits (for temporary structures) | ▪ Coastal commission land-use permits |
| ▪ Electrical permits | ▪ FDEP |
| ▪ Waste processing permits | ▪ National Environmental Policy Act (NEPA) compliance permits |
| ▪ Recycling operations permits | ▪ EPA, USACE, UFWS and NMFS permissions |
| ▪ Water and air quality permits. | |

Waivers may be granted by governing bodies for certain permits and regulations directly related to recovery operations. The AshBritt team will coordinate with the Village and state representatives to identify any official waivers that may affect the recovery. AshBritt often employs the services of environmental consulting firms with extensive experience in preparing and obtaining regulatory permits in the state of Florida. We have teaming partners on standby for this critical task. These firms are experts in the interpretation of federal Clean Water Act Sections 401 and 404 regulations, National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Department of Fish and Game Code, and all state and local statutes and regulations. These firms have strong working relationships with federal and state regulatory agency staff.

Copies of all permits will be submitted to the Village prior to the commencement of work under the applicable task order. AshBritt will promptly correct any citations, notices or violations, inadvertent or otherwise, regarding issues with permits or licenses when received during the performance of the contract. As operations proceed throughout the debris removal and reduction process, AshBritt's project and Site Foreman will direct additional data to be collected throughout the project for close-out and quality assurance reasons. These data can be compared to previously established baseline information to determine remediation that may be necessary.

- **Sketch Site Operation Layout.** TDMS operations may grow, shrink, or shift on the site. It will be important to track reduction, hazardous waste collection, fuel, and equipment storage in order to sample

soil and water for contaminants. AshBritt Quality Control (QC) personnel will periodically map or sketch activity locations so areas of concern can be pinpointed later for additional sampling and testing.

- **Document Quality Assurance Issues.** QC personnel will document operation activities that will have a bearing on site close-out. This may include items such as petroleum spills at fueling sites and hydraulic fluid spills at equipment breakdowns. In addition, installation of water wells for stockpile cooling or dust control, discovery of HHW and commercial, agricultural or industrial hazardous and toxic waste storage and disposal will be documented.
- **Plan Environmental Remediation.** The final restoration of the landscape must be acceptable to the landowner, but within reasonable expectations. AshBritt will plan landscape restoration as early as possible, preferably incorporating a basic plan in the lease.

o ROW Collection Overview

The Village will define the boundaries of the geographic working area. This will be outlined in the Task Order by identifying the municipality, region or agency and the respective area of jurisdiction. If changes in the operational boundaries are required, the Village will provide those. AshBritt's approach to management within the defined working area will remain consistent regardless of the response area. The general process of separating a task order area of operation into smaller divisions for the purposes of managing recovery operations defines geographic area management.

Three complete debris passes are usually sufficient to complete the cleanup, although extra passes may be necessary for more densely populated areas, and areas with the greatest damage or special logistical circumstances. Typically, the first pass of debris collection is completed within the first two to three weeks. The lion's share of debris is collected during this pass. The amount of debris collected diminishes with each subsequent pass. Our Quality Control field personnel consistently survey and report results in order to maintain an efficient allocation of resources. As subcontractors complete zones, the areas are jointly surveyed with the Village or its designated monitoring firm and closed out. Subcontractors are either shifted to areas needing attention or officially released from the job. Throughout this phase, AshBritt will maintain extensive reporting of all debris loads and will provide the Village with daily, weekly, and monthly status reports to illustrate production rates and progress. All damage claims and deficiencies reported (within 24 hours) during our debris passes are addressed by our Quality Control (QC) Manager and managed by our claims representative. All claims are managed through our Disaster Information Management System (DIMS).

Phase 6 – Hazardous Stump and Tree Work, Special Services, and Private Property Work



Hazardous Stump Removal

Usually, during the second and third passes of debris collection, specialized equipment and crews are deployed to remove hazardous stumps and dangerous leaning trees and hanging limbs. This work often requires special documentation, monitoring, and reporting. During the first, second and third passes of ROW debris collection, other specialized debris collection, and clearance missions may be initiated. These include the removal of debris from drainage systems, sewers, culverts, catch basins, canals, streams or other designated waterways. Also, tasks may be issued for the removal of hazardous trees and debris from other public facilities, such as parks, trails or utility infrastructure (e.g., water plants). The debris created from this work typically becomes part of the general ROW debris stream. At

the TDMS, programs may be implemented and underway to reduce and recycle white goods and other metals and reusable materials that may have been collected in the debris stream. These are typically segregated during the ROW mission on-site or at the debris site.

o C&D Debris Management

AshBritt will provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items; to collect and remove eligible disaster debris from the Village's ROW and transport eligible disaster-related C&D debris to a Village approved Temporary Debris Management Site or to a Village designated final disposal site, in accordance with all federal, state, and local rules and regulations.

- AshBritt will only remove eligible C&D debris which is placed within the Village's ROW.
- All eligible C&D debris will be removed from each loading site before proceeding to the next loading site.
- AshBritt will to the extent possible, keep separate C&D materials from other debris, so that loads are primarily of similar materials.
- All eligible C&D debris loads will be transported to the Village's TDMS or approved final disposal facility.

o Private Property Debris Removal (PPDR)

Private Property Debris Removal work may be authorized and tasked to AshBritt. This may include just debris removal and hazardous tree removal from private property to demolition and the removal of debris from the property—sometimes with the need to handle asbestos-containing materials and other hazardous materials. This is highly specialized work that requires experienced and certified crews. As this work requires much investigation, assessment, documentation, and monitoring, it is usually conducted during the third pass (or more) of the mission. AshBritt recognizes per FEMA P-325 Debris Management Guide Ch. 4, the need for:

- Right-of-Entry (ROE) forms
- PPDR assessments
- Environmental and Historical Review
- Photos in order to conduct ROE/PPDR

AshBritt will assist the jurisdiction and relevant agencies in obtaining ROE forms for the project to move forward.

Note: The Federal Coordinating Officer (FCO) may be contacted during these situations to verify all work will be eligible for maximum federal reimbursement.

o Management of Hazardous and Special Wastes

According to the **2016 FEMA Public Assistance Program and Policy Guide FP 104-009-2**, removal and disposal of pollutants and hazardous substances are eligible. Eligible activities include:

- Separation of hazardous materials from other debris
- Specialized procedures for handling and disposing of hazardous materials
- Control or stabilization of the hazardous material
- Pumping and treating water contaminated with the hazardous material
- Clean up and disposal of the hazardous material

AshBritt will construct a containment area at the reduction site to store Hazardous Waste materials. This containment area will consist of an earthen berm with a non-permeable soil liner. The containment area will be covered at all times with a non-permeable cover. All materials that are classified as Hazardous Waste will be reported immediately to the Village. This material will be segregated from the remaining debris using a method that will allow the remaining non-hazardous waste debris to be processed. All hazardous debris will be moved and placed in the designated containment area.

Hazardous Waste and Waste Spills Reporting

Upon the occurrence and when applicable, AshBritt will report to the Village all identified hazardous materials or any hazardous waste spills. We will remediate and clean all hazardous waste spills that occur during our operations at no additional cost to the Village. We will take immediate containment actions to minimize the effects of any spills or leaks. These activities will be in full accordance with applicable federal, state, and local laws and regulations. AshBritt will report any and all spills to the Village and the Florida Department of Environmental Protection (FDEP) immediately following discovery. We will then submit a written follow-up report to the Village no later than seven days after the initial report. The written report, at a minimum, will include the following:



- Description of the material spilled (including the identity, quantity, manifest number, etc.)
- The determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported
- The exact time and location of the spill, including a description of the area involved
- Receiving stream or waters
- The cause of incident and equipment and personnel are involved
- Injuries or property damage
- Duration of discharge and containment procedures initiated
- Summary of all communications AshBritt has had with press, agencies, or government officials other than Village
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

O Marine Debris Removal

AshBritt has extensive experience identifying and removing eligible debris from waterways. The Village will prescribe the specific schedule to be used for waterway debris removal. Floating and debris along the shoreline can be removed with the shallow draft workboats and barges. This equipment typically has a grappler hooks (or other similar securing mechanism) to recover float and beached debris. The debris can be staged on a barge or on an additional shallow draft barge to be used as a transport vessel to the offloading station.

Vessels used to recover the debris may consist of shallow draft barges with lightweight hoists and loaders, work boats with grapplers, landing craft or other work type vessels. In areas where it is required, hand crews will work which will reduce any environmental impacts. Wet debris located in deeper water or floating can be removed by spud or jack-up barges equipped with cranes or other lifting mechanisms. These vessels can remove large amounts of material at a time. These barges may also be used in the recovery of vehicles, vessels or other large items. Commercial divers may be utilized to go into the water to attach lifting cables, slings or air barges to aid in the recovery of large debris targets.

Depending on water depth, shallow draft flat barges, scow barges, landing craft and other work vessels will be utilized to transport the material to the marine offloading staging site. As directed by Village personnel, AshBritt



AshBritt conducting waterway debris removal
NJ, Hurricane Sandy 2012

will remove all eligible debris from waterways. The Village will make every effort to identify and provide access to offloading sites where debris removed from waterways can be safely removed and loaded into haul trucks for transport to a final disposal site. Should the Village be unable to secure such access on public property, AshBritt will pursue leasing options with owners of private property to obtain use as an offloading site. Any lease entered into by AshBritt will contain a “hold harmless” clause in favor of the state and federal government and jurisdiction. AshBritt will operate offloading sites and only AshBritt vehicles and others specifically authorized by the Village will be allowed to use the sites. Designated drop-off sites may also be established. AshBritt will remove all debris from those sites daily.

O Sand/Soil Screening

AshBritt is accustomed to screening various materials in order to reduce the mixing of debris streams. AshBritt is able to remove sand, silt, and other earthen materials from streets, roads, bridges, and other ROW. Assigned crews and equipment configurations suitable to the task will screen sand, separate and haul-off resultant debris and contaminants, and return clean sand to beaches, sand dunes, berms or other designated places.

In 2012, during our response to Hurricane Sandy, AshBritt screened over 200,000 cubic yards of sand. We are well versed in soil screening and can provide this service for the Village.

Beach Restoration and Nourishment

AshBritt is able to perform the specialized service of restoring eroded beaches and destroyed sand dunes in the aftermath of a major hurricane. Beach sand, natural and man-made sand dunes, seaweed, and other marine materials are blown away or washed up and scattered throughout the affected area. This sand and other material become strewn about and commingled with other storm debris, such as wood, glass, concrete, asphalt, stone, clay, metals, and other building and vegetative materials. It is operationally challenging to quickly, efficiently and economically sort through and segregate this material to recover as much sand as possible to restore and rebuild the eroded coast.



Sand Screening – Hurricane Sandy

This task is completed by establishing a separate recovery site to which collected sand and debris is trucked. The debris is then processed using a heavy-duty sand screening plant, which is able to process materials from fine sands to varied C&D materials. The debris is screened and stacked according to size, usually via triple splitting. Sand is then hauled and restored back to the beach while other materials are recycled or disposed of as appropriate.

AshBritt conducted multiple beach debris removal missions in response to Hurricane Sandy throughout the state of New Jersey. We conducted sand screening and other methods to remove, load, and transport the debris on the beaches to a debris management site where it was processed and sent to a permitted final disposal site. Those jurisdictions in which we conducted these services in are listed below:

- Seaside Heights, NJ
- Berkeley, NJ
- Point Pleasant Beach, NJ
- Lavallette, NJ
- Brick, NJ
- Belmar, NJ

More recently, in response to the 2016 Hurricane Matthew, AshBritt conducted extensive beach debris removal missions in St. John County and Nassau County, FL. AshBritt utilized wheel loaders, skid steers, and laborers to pick up debris from the beach. The debris stream included docks, boardwalks, driftwood, trees, trunks, and other various debris streams consistent with a hurricane.

AshBritt was responsible for the removal of thousands of yards of marsh grass that washed up on the beaches throughout St. John County, FL.

Phase 7 – Final Disposal, ROW Demobilization, and Hot Spot Punch List

As the debris is hauled to the designated TDMS, it is continually managed and processed. Debris is segregated by class. The types of debris are typically reduced by a variety of means, such as grinding, chipping, incinerating, open burning, compacting, mauling, crushing, and baling. AshBritt will abide by all Islamorada, Village of the Islands ordinances that apply to open and controlled burning should that be the preferred method. AshBritt will also utilize the local Fire Marshall or any other authority that may be involved with issuing burn permits. Certain debris types may be segregated or contained; this debris includes household hazardous waste, gas containers, rubber tires, scrap metal, and other beyond-scope materials. The disposal of reduced debris is coordinated and scheduled from the onset of the mission.



Mulch Haul Out for Beneficial Re-use – Augusta, GA - 2014

As the ROW mission winds down, resources are scaled back, and AshBritt management begins releasing and demobilizing equipment and personnel. We typically maintain Hot Spot Crews to respond to special client requests and to complete generated punch lists. The balance of the debris is reduced, and final disposal activities continue. During this phase, AshBritt attempts to route and dispose of debris to its most beneficial reuse. We employ a variety of means to lessen the burden on local landfills and to encourage recycling and reuse of debris. As with all elements of the project, all debris hauled to final destination sites is carefully tracked and documented to substantiate full and accurate reimbursements.

Phase 8 – TDMS Restoration and Close-out

During the debris removal process and after the material has been removed from each of the TDMS sites, environmental monitoring may be needed to close each of the sites. This is to ensure that no long-term environmental contamination is left on the site.

- **Ash.** The monitoring of the ash should consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil.** Monitoring of the soils should be by portable inspection methods to determine if any of the soil is contaminated by volatile hydrocarbons. This phase of the monitoring should be done after the stockpiles are removed from the site.



Completed Site Restoration
Riverwood Park, Toms River, NJ - 2012

After the removal of all debris at the TDMS, the site will be restored to pre-use condition (or better). All equipment and site resources, such as the inspection tower and any fencing or erosion control devices, will be removed. AshBritt will finish the environmental baseline data checklist to verify the work did not alter the soil or air in any adverse manner. AshBritt's TDMS Manager & Operations Manager will conduct a final close-out inspection with a representative of the Village and execute a final release upon a determination that the site meets the approval criteria.

Phase 9 – Final Reconciliation and Audit

For the final phase of the mission, AshBritt's experienced accounting team will conduct a final audit/reconciliation with Village representatives and/or the monitoring firm. All truck certifications, load tickets, work logs, time sheets, invoices, and so forth will be reconciled to ensure all eligible work has been accurately accounted for and

invoiced. At a minimum, AshBritt will retain all records for a minimum of seven years from receipt of final payment for the services provided.

AshBritt will assist the Village with audits and documentation requests for years after the project is completed. AshBritt follows standard protocols identified in the list below to prevent de-obligation and issues during audits.

o First Level of support: Avoid Conflicts!

- Know the rules & comply with them
- Follow Federal Procurement guidelines
- Document: Get it all in writing
- Be thorough: No incomplete paperwork
- Track all project costs
- Tie back all costs to specific PWs
- Quality control & reconcile on an “as-go” basis

o The Audit Process: Interfacing

- Validate project data continually throughout recovery process
- Multi-part forms as “checks-and-balances.”
- Scan & record all project paperwork for efficient filing & reference
- Data swapping & cross-checking exercises
- Pre-Invoice reconciliations to ensure accurate billing and supporting backup data
- Common data formats and flow processes

• **Ancillary Services**

Major disasters can be utterly devastating to communities, warranting the need for more extensive support services beyond debris removal. In many cases, these services are necessary precursors to ensure the debris mission advances effectively, safely and efficiently.

AshBritt is a full-service contractor able to coordinate and deliver turnkey emergency response, environmental remediation, recovery, and restoration services. We can minimize the worry and confusion surrounding a client’s recovery, restoration, and build-back needs following a major event. Through our resources and teaming partners, we will ensure that these vital services are delivered expeditiously and professionally. The following is a list of additional support services that AshBritt has provided in previous projects and can offer for Islamorada, Village of the Islands:

Emergency Services

- **Emergency Water/Ice** – Supplies of water in a gallon, 2-ltr bottles, or bulk potable water tankers; supplies of bagged ice (50-100lb), reefers/fridges, as needed, delivered to central distribution points within 24 hours. Logistical managers and Point of Distribution (POD) supervisors to oversee the orderly distribution and tracking of provisions.
- **Emergency Housing** – Secured temporary housing and turnkey base camps to support local relief representatives, workers, volunteers, and residents. can be established within 48-72 hours following a significant event. Basecamps will be scaled and equipped to meet event scenarios. Hard-sided and soft-sided tents, CONEX systems, or other modular structures can be supplied and fully managed. *In response to the 2016 Blue Cut Fire, AshBritt provided the County of San Bernardino, CA a shelter at the County Fair Grounds in Victorville (See picture to the right).*



- **Mobile Kitchen and Shower Units** – As an extension to camps, these units may serve local relief representatives, workers, volunteers, and residents. They can be delivered, set up, and powered by generators within 48 hours. Multiple configurations and outputs are available. Full oversight and maintenance of facilities are included. *During the 2016 Blue Cut Fire, AshBritt provided 40 portable toilets, 40 portable showers, 25% of which were American Disability Act (ADA) compliant for the County of San Bernardino, CA. AshBritt also set up staffing donation stations, freezer and refrigerator trailers, laundry units, among other similar services. (See picture to the right).*



- **Canteen, Commissary and Meals Ready to Eat (MRE)** – Full canteen and commissary services that serve hot breakfast, lunch, and dinner, as well as mid-rations, can be established, and expanded to support local relief representatives, workers, volunteers, and residents. MREs and heater meals can also be distributed systematically. *AshBritt set up a commissary that served over 10,000 meals for Hurricane Katrina.*



- **Emergency Power Generation** – Temporary power generation for critical facilities can be delivered, set up, and maintained if the regular power supply is disrupted. Emergency light towers can be provided and distributed throughout the affected area and work sites.

- **Light Sources** – Light and power sources are available within 24 hours of request. Capable of supplying these items to multiple locations simultaneously without interruption.

- **Satellite Service/Communication Infrastructure** – Satellite telecommunication services can be provided, based on the magnitude of the event and scope of the damage. Services will support telephone and online internet access. Various equipment/configurations are available depending on the scenario.



- **Emergency Fuel Supply** – Through strategic coordination and partnerships with wholesale fuel distributors, fuel can be provided immediately and as necessary to maintain continuity of vital services. *AshBritt provided fuel trucks to the County of San Bernardino, CA in response to the 2016 Blue Cut Fire.*



- **Temporary Offices, Warehousing, and Container Storage** – Mobile command centers, temporary offices, critical document and asset warehousing, and storage containers (CONEX or other) can be supplied in any configuration to meet local needs. Temporary prison facilities can also be delivered and maintained.
- **POD Manpower & Equipment** – All necessary manpower, management, equipment and supplies (i.e., forklifts, pallet jacks, lighting, hygiene stations, traffic devices, trash collections, etc.) can be supplied. Community relations and security personnel, and other provisions to safely and efficiently deliver water, ice, meals, tarps, food supplies or any other commodity or supplies may be distributed.
- **Emergency Barge Transport** – When major bridges and access routes to areas surrounded by water are damaged, and transportation is impeded due to storm damage, vital equipment and supplies may require transport by barge.

- **Emergency Roof Tarping and Repair** – Coordination of temporarily patching roofs when permanent repairs cannot be made immediately, mitigating further damage. Multiple experienced crews can be deployed. Also, distributing tarps to residents from PODs is available.
- **Fire Suppression Support** – Provision of water trucks and personnel as necessary to augment local water supply systems. Trucks with minimum capacities of 2000 gallons, which are filled and outfitted with valves compatible with fire hose connections meeting NFPA standards.

Marine & Remediation Services

- **Sewer/Catch Basin Clearing** – Removal of storm-generated sediment/debris from storm water sewer systems aids the prevention of secondary flooding. Clearing is typically accomplished using industrial Vac Trucks. *AshBritt conducted Vac Truck missions in response to Flooding events in South Carolina and Texas in 2015, 2016, and 2017.*
- **Oil Spill Recovery** – AshBritt has the ability to deploy boom and utilize other methods to mitigate an oil spill spreading. AshBritt performed the staging, deployment, maintenance, repair and removal of 106,000 linear feet of oil deflection boom for the Florida Department of Environmental Protection in Bay and Gulf County, FL.
- **Marine Recovery** – Can conduct underwater search and rescue, vessel recovery, underwater welding and salvage, debris removal from canals and waterways. Also able to deploy divers, remotely operated vessel (ROV), barge and landing craft as work platforms for equipment and supply transport. *In 2012, AshBritt was tasked by the State of New Jersey and New York City to remove vessels from the bay following Hurricane Sandy.*
- **Dredging** – Mechanical and hydraulic dredging of canals, marinas, and navigable waterways. *Following Hurricane Sandy, AshBritt was tasked with a wet debris removal and dredging mission by the State of New Jersey Department of Environmental Protection.*
- **Mass Decontamination** – Decontamination of buildings and facilities after detection of bio/chem toxic, harmful agents.
- **Drying-in Services** – Emergency dry-in of public facilities to include removal and disposal of affected building materials, securing structural openings, dehumidification, and moisture abatement. *In 2008 following Hurricane Ike, AshBritt was tasked by Orange County, TX with providing building restorations services for 17 government buildings. (See picture to the right).*
- **Mold Remediation** – Identification and remediation of mold in buildings and facilities.



Other Restoration Services

- **Derelict Vehicle, Boat & Vessel Containment & Disposal** – Removal, transport, and disposal of abandoned vehicles, boats, and other vessels to include aggregation staging, inventorying and indexing for easy location and retrieval. Information dissemination, owner contact, and supplemental investigations for proper disposition will be conducted, as well as decontamination and recycling of vehicles and vessels. AshBritt has a significant amount of experience removing abandoned vehicles. *In 2012, AshBritt was tasked by New York City for a vehicle removal mission and transported 3,503 vehicles.*
- **Dead Animal, Livestock, Fish Collection** – Collect and lawfully dispose of animal, bird and fish carcasses from public property and ROW. Specialized crews are dispatched to specific locations where remains have been identified to collect, haul and dispose of all carcasses as directed by the jurisdiction. Collection, removal, and disposal of dead fish and sea life due to red tide algae blooms. *In November 2015, AshBritt was tasked with the collection, removal, and disposal of 10,000 lbs. of dead fish due to a red tide for Longboat Key, FL.*

■ B. Capability and Commitment of Resources

• Financial Capability & Resources

Financial liquidity and an abundance of assets are critical to recovery success; access to immediate operational funds, and in many cases longer-term credit, is one of the most critical factors in the response and recovery efforts that allows all activities to move forward toward getting the job done.

- **Bonding: Liberty Mutual - \$650 Million**
- **\$50 Million Company Working Capital Available**
- **\$25 Million Working Capital Line of Credit**
- **Underwrote \$100 Million for USACE Katrina Mission**

AshBritt, as the following financial overview illustrates, is financially sound and has the capital strength to accommodate the increased cash flow demands throughout any disaster recovery mission. We possess the financial capacity and ability to assume extensive and substantial expenditures for

prolonged periods (historically exceeding 150 days in some instances) before receiving any funds for our response and recovery services. Following any large-scale, widespread disaster event, the Village's resources, infrastructure, and processes may become overwhelmed. Reliable financial support and sound management at this time are vital to this effort.

AshBritt is a proven nationwide disaster response and recovery firm with substantial financial resources, capabilities, and experience. Our historical record and our supporting financial documentation clearly validate these strengths. In the letter from our bonding company, they state:

"It is the privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. In the past, AshBritt, Inc. has successfully completed single projects in the \$500,000,000.00 range with an overall program of \$650,000,000.00 US Dollars."

AshBritt possesses one of the most reputable records for ensuring that all of our employees, subcontractors, consultants, and independent contractors are paid expeditiously and in full.

As one testament to our values, AshBritt has ***never defaulted on a contract*** or failed to complete any project. ***AshBritt has never had a payment or performance bond called*** on any of our projects. Our billing terms are typically net 30, yet, we have and can "underwrite" funds as necessary to keep any project progressing, and on track to serve the best interest of our clients. With our own capital reserves and our significant line of credit, as well as the ability to draw on resources from some of our long standing business partners, we can maintain and finance multiple, large, and extended projects. Our ability to ramp-up and maintain a strong workforce during the Hurricane Sandy (2012) mission in New Jersey and Hurricane Katrina (2005) recovery mission in Louisiana and Mississippi is a solid testament to our financial capabilities. During these events, AshBritt was able to sustain operations that excelled into the hundreds of millions of dollars without receiving any payment from our clients.

TAB 6. *Fee Schedule*

**** Please see the following pages for AshBritt's Fee Schedule ****

Attachment 1

ISLAMORADA, VILLAGE OF ISLANDS

Debris Management and Removal Fee Schedule

Rates applicable to initial debris clearance activities necessary to eliminate life and safety threats and to debris removal activities as a means to recovery.

Collection, Reduction and Disposal

All costs of haul out and disposal as applicable include staff/operator compensation and equipment. Tipping fees and disposal costs shall be paid by the Contractor, and actual incurred costs shall be invoiced to the Village for reimbursement.

Vegetative storm debris –

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village	<u>\$7.50</u> / yd ³
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Reduction	<u>\$1.00</u> / yd ³
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Reduced debris final disposal at a landfill or other final disposal site	<u>Distance to landfill</u>	
	0 - 45 miles	<u>\$2.50</u> / yd ³
	46 - 60 miles	<u>\$4.95</u> / yd ³
	60 - 90 miles	<u>\$8.00</u> / yd ³
	> 90 miles	<u>\$15.00</u> / yd ³

Construction and demolition debris –

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village	<u>\$7.50</u> / yd ³
---	---------------------------------

Hauled and dumped for final disposal at a landfill or other final disposal site.	<u>Distance to landfill</u>	
	0 - 15 miles	<u>\$2.00</u> / yd ³
	16 - 30 miles	<u>\$2.50</u> / yd ³
	31 - 60 miles	<u>\$4.95</u> / yd ³
	61 - 90 miles	<u>\$8.00</u> / yd ³
	> 91 miles	<u>\$15.00</u> / yd ³

Demolition of Structures	<u>\$2.50</u> / ft ²
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Resulting structure demolition construction debris removal and disposal costs	<u>\$20.00</u> / yd ³
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White Goods

Collection	<u>\$50.00</u> Each
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Freon Removal / Disposal	<u>\$45.00</u> Each
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Seaweed

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village	<u>\$15.00</u> / yd ³
---	----------------------------------

Hauled and dumped for final disposal at a landfill or other final disposal site.	<u>\$15.00</u> / yd ³
--	----------------------------------

Motor Vehicles Removal

From right-of-way, including towing, processing and disposal	<u>\$250.00</u> Each
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TDMS Site Management

	<u>\$2.95</u> / yd ³
--	---------------------------------

Hazardous Tree, Stump and Limb Removal

Hangers - cut only		<u>\$65.00</u> / Tree
Leaners- cut only	<u>Diameter</u>	
	13" to 24"	<u>\$50.00</u> / Tree
	25" to 48"	<u>\$150.00</u> / Tree
	49" to 72"	<u>\$450.00</u> / Tree
	> 72"	<u>\$450.00</u> / Tree
Stumps (measured at 24" above grade)	<u>Diameter</u>	
	24" to 48"	<u>\$150.00</u> / Stump
	49" to 72"	<u>\$175.00</u> / Stump
	> 72"	<u>\$450.00</u> / Stump
Stump Backfill		<u>\$30.00</u> / Stump

Vessel/Boat Removal

Boat removal from land (up to 26' in length)		
<i>(include costs for one mobilization per event and staff/operators)</i>		
Cost for crane		<u>\$200.00</u> / hour
Cost for transportation to final destination site (include staff/operators/equipment)		<u>\$25.00</u> / mile
Boat removal from land (over 26' in length)		
<i>(include costs for one mobilization per event and staff/operators)</i>		
Cost for crane		<u>\$200.00</u> / hour
Cost for transportation to final destination site (include staff/operators/equipment)		<u>\$30.00</u> / mile
Boat removal from canals (up to 26' in length)		
<i>(include costs for one mobilization per event and staff/operators)</i>		
Cost for removal of fuel from vessel		<u>\$75.00</u> / hour
Cost for certified divers if necessary		<u>\$240.00</u> / hour
Cost for barge		<u>\$325.00</u> / hour
Cost for crane		<u>\$300.00</u> / hour
Cost for transportation to final destination site (include staff/operators/equipment)		<u>\$25.00</u> / mile
Boat removal from canals (over 26' in length)		
<i>(include costs for one mobilization per event and staff/operators)</i>		
Cost for removal of fuel from vessel		<u>\$75.00</u> / hour
Cost for certified divers if necessary		<u>\$240.00</u> / hour
Cost for barge		<u>\$325.00</u> / hour
Cost for crane		<u>\$300.00</u> / hour
Cost for transportation to final destination site (include staff/operators/equipment)		<u>\$30.00</u> / mile

Canal Debris Removal

Removal of vegetative debris from canals		<u>\$25.00</u> / yd ³
<i>Include costs for one mobilization per event and staff/operators; following notice from Village, which includes refusal by National Resource & Conservation Service</i>		
Stump on bank of canal (cut)		
<i>(Stumps on the bank that have fallen into water causing hazard to navigation where cut 2' stump above grade will be considered vegetative debris)</i>		
		<u>\$25.00</u> / yd ³

Stumps on bank of canal (not cut)

(Stumps on bank where root ball is on the right-of-way of canal)

<u>Diameter</u>	
24" to 48" diameter	<u>\$150.00</u> / Stump
49" to 72" diameter	<u>\$175.00</u> / Stump
> 72" diameter	<u>\$450.00</u> / Stump

Back fill material for stump hole on canal bank \$25.00 / Stump hole

Restoration of Canal banks and Slopes (includes fill and grading) \$25.00 / yd³

Motor Vehicle Removal from canal including towing, processing and disposal \$250.00 Each

Cost for removal of fuel from vessel \$75.00 / hour

Cost for certified divers if necessary \$240.00 / hour

Cost for barge \$325.00 / hour

Cost for crane \$300.00 / hour

Cost for transportation to final destination site (include staff/operators/equipment) \$20.00 / mile

Other Services

Household Hazardous Waste/ Contaminated Debris management \$18.00 / lb

Deceased animal collection, transportation and disposal \$3.25 / lb

Soil, mud and sand removal \$0.75 / ft²

Video Record of pre-and post-TDMS site \$0.00 (Cost included in TDMS site management) Each

Environmental testing limited to soil sampling, including travel \$0.00 (Cost included in TDMS site management) Each

Laboratory fees associated with soil sampling \$0.00 (Cost included in TDMS site management) Each

TDMS site grading \$0.00 (Cost included in TDMS site management) / ft²

Provide Topsoil for TDMS site restoration \$16.00 / yd³

Provide Gravel (3/4") for TDMS site restoration \$30.00 / yd³

Removing seaweed from beach (as authorized) to clean and grade beach \$25.00 / yd³

HOURLY FEE SCHEDULE

All equipment rates below include operator, fuel and maintenance costs

Personnel/Equipment	Hourly Rate
30 Ton Crane	\$ 195.00
Stump Grinder	\$ 50.00
50' Bucket Truck	\$ 175.00
Track-Hoes John Deere 690 Equivalent	\$ 110.00
D-6 Dozers or Equivalent	\$ 135.00
John Deere 544 or Equivalent	\$ 155.00
Service Trucks	\$ 85.00
Tractor with Box Blade	\$ 65.00
5-14 Cubic yard Dump Truck	\$ 75.00
15-24 Cubic Yard Dump Truck	\$ 105.00
25-34 Cubic Yard Dump Truck	\$ 115.00
35-44 Cubic Yard Dump Truck	\$ 125.00
45-54 Cubic Yard Dump Truck	\$ 125.00
55-64 Cubic Yard Dump Truck	\$ 125.00
65-74 Cubic Yard Dump Truck	\$ 150.00
75+ Cubic Yard Dump Truck	\$ 155.00
850 HP or Equivalent Tree Grinder	\$ 475.00
Water Truck (2000 gal.)	\$ 75.00
Rubber Tire Backhoe	\$ 120.94
Motor Grader	\$ 129.00
Climber with Gear	\$ 85.00
Superintendent with Truck	\$ 75.00
Foreman with Truck	\$ 50.00
Operator with Chainsaw	\$ 40.00
Traffic Control Personnel	\$ 40.00
Laborer	\$ 30.00

Personnel/Equipment	Hourly Rate
Field Project Foreman	\$ 65.00
Administrative Assistant	\$ 35.00
Clerical	\$ 35.00
Pickup Truck	\$ 10.00
Pickup Truck, Extended Cab	\$ 11.00
Pickup Truck, 4 X 4	\$ 11.00
Pickup Truck, 1 Ton	\$ 13.00
Mechanized Broom	\$ 95.00
Trackhoe, 490 or Equivalent	\$ 145.00
Bulldozer, D4 or Equivalent	\$ 110.00
12 Ton Lowboy	\$ 65.00
50 Ton Lowboy	\$ 130.00
Skidsteer	\$ 95.00
Rubber Tire Excavator	\$ 110.00
Vac Truck to Clean Out Inlets	\$ 150.00

RESOLUTION NO. 17-10-91

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR DEBRIS MANAGEMENT AND DISASTER RESPONSE SERVICES BETWEEN ASHBRIIT, INC. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") \ advertised a Request for Proposals (RFP) for Debris Management and Disaster Response Services (RFP 17-05) from June 1, 2017 through July 7, 2017; and

WHEREAS, at its regular meeting on August 3, 2017, the Village Council passed and adopted Resolution No. 17-08-51, thereby approving the final rankings and recommendations of the RFP 17-05 Review Committee which recommended the highest-ranked proposer, Ashbriit, Inc. ("Ashbriit") for selection; and

WHEREAS, Resolution No. 17-08-51 authorized the Village Manager and the Village Attorney to negotiate the terms and conditions of a Continuing Services Agreement with Ashbriit, to be subsequently presented to the Village Council for its approval; and

WHEREAS, the Village Council subsequently adopted Resolution 17-09-76, thereby approving the Continuing Services Agreement with Ashbriit for debris management and disaster response services; and

WHEREAS, on or about September 9th, 2017, Hurricane Irma, a major category 4 hurricane, made landfall in Monroe County causing widespread damage in the Florida Keys and across the State of Florida; and

WHEREAS, Ashbritt began performing debris removal services throughout the Village since shortly after Irma made landfall in the Florida Keys; and

WHEREAS, Village staff has identified a need to clarify certain disposal fees that are not clearly delineated in the Agreement between the Village and Ashbritt; and

WHEREAS, the Village and Ashbritt have proposed that an Amendment to the Agreement (the “First Amendment”) as set forth as Exhibit “A” to this Resolution, is necessary to facilitate the Village’s requests for reimbursement to the Federal Emergency Management Agency (“FEMA”) for disaster-related expenses; and

WHEREAS, the Village Council finds that approval of the First Amendment to the Agreement for debris management and disaster response services (“First Amendment”) attached hereto 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 are incorporated herein by this reference.

Section 2. **Approval of Amendment.** The Village Council hereby approves the First Amendment to the Agreement for Debris Management and Disaster Response Services, 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.

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 Amendment. The Village Manager is authorized to execute the Amendment 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 become effective immediately upon its adoption.

Motion to adopt by Vice Mayor Chris Sante, second by Councilman Mike Forster.

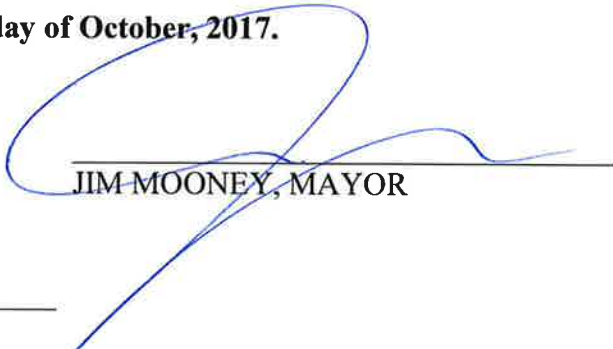
FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Jim Mooney	YES
Vice Mayor Chris Sante	YES
Councilman Mike Forster	YES
Councilwoman Deb Gillis	YES
Councilwoman Cheryl Meads	YES

PASSED AND ADOPTED this 26th day of October, 2017.

ATTEST:


KELLY TOTH, VILLAGE CLERK


JIM MOONEY, MAYOR

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



ROGET V. BRYAN, VILLAGE ATTORNEY

**FIRST AMENDMENT TO AGREEMENT
FOR DEBRIS MANAGEMENT AND DISASTER RESPONSE SERVICES
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
ASHBRITT, INC.**

THIS AGREEMENT is made between **ASHBRITT, INC.**, a Florida Corporation, (the “Ashbritt”), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the “Village”).

WHEREAS, at its regular meeting on August 3, 2017, the Village Council passed and adopted Resolution No. 17-08-51, thereby approving the final rankings and recommendations of the RFP 17-05 Review Committee which recommended the highest-ranked proposer, Ashbritt, Inc. (“Ashbritt”) for selection; and

WHEREAS, following the adoption of Resolution No. 17-08-51 by the Village Council the Village Council subsequently adopted Resolution 17-09-76, thereby approving the Continuing Services Agreement with Ashbritt for debris management and disaster response services; and

WHEREAS, the Village and Ashbritt have identified a need to clarify certain disposal fees that are not clearly delineated in the Agreement; and

WHEREAS, the Village and Ashbritt have proposed that this Amendment to the Agreement (the “First Amendment”) is necessary to facilitate the Village’s requests for reimbursement to the Federal Emergency Management Agency (“FEMA”) for disaster-related expenses; and

WHEREAS, the parties desire to enter into this First Amendment to modify the term of the Agreement.

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

Section 1. Amendment to Agreement. The Agreement is amended to read as follows:

ISLAMORADA, VILLAGE OF ISLANDS**Debris Management and Removal Fee Schedule**

Rates applicable to initial debris clearance activities necessary to eliminate life and safety threats and to debris removal activities as a means to recovery.

Collection, Reduction and Disposal

All costs of haul out and disposal as applicable include staff/operator compensation and equipment. Tipping fees and disposal costs shall be paid by the Contractor, and actual incurred costs shall be invoiced to the Village for reimbursement.

Vegetative storm debris –

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village

\$7.50 / yd³

Reduction

\$1.00 / yd³

Reduced debris final disposal at a landfill or other final disposal Site

Distance to landfill

0 - 45 miles \$2.50 / yd³

46 - 60 miles \$4.95 / yd³

60 - 90 miles \$8.00 / yd³

> 90 miles \$15.00 / yd³

Construction and demolition debris –

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village

\$7.50 / yd³

Hauled and dumped for final disposal at a landfill or other final disposal site.

Distance to landfill

0 - 15 miles \$2.00 / yd³

16 - 30 miles \$2.50 / yd³

31 - 60 miles \$4.95 / yd³

61 - 90 miles \$8.00 / yd³

> 91 miles \$15.00 / yd³

Demolition of Structures

\$2.50 / ft²

Resulting structure demolition construction debris removal and disposal costs

\$20.00 / yd³

White Goods

Collection

\$50.00 Each

Disposal

\$50.00 Each

Freon Removal / Disposal

\$45.00 Each

Seaweed

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village

\$15.00 / yd³

Hauled and dumped for final disposal at a landfill or other final disposal site.

\$15.00 / yd³

Motor Vehicles Removal

From right-of-way, including towing, processing and disposal

\$250.00 Each

TDMS Site Management

\$2.95 / yd³

Hazardous Tree, Stump and Limb Removal

Hangers - cut only _____ \$65.00 / Tree

Leaners- cut only

Diameter

13" to 24" _____ \$50.00 / Tree

25" to 48" _____ \$150.00 / Tree

49" to 72" _____ \$450.00 / Tree

> 72" _____ \$450.00 / Tree

Stumps (measured at 24" above grade)

Diameter

24" to 48" _____ \$150.00 / Stump

49" to 72" _____ \$175.00 / Stump

> 72" _____ \$450.00 / Stump

Stump Backfill

_____ \$30.00 / Stump

Vessel/Boat Removal

Boat removal from land (up to 26' in length)

(include costs for one mobilization per event and staff/operators)

Cost for crane _____ \$200.00 / hour

Cost for transportation to final destination site (include
staff/operators/equipment) _____ \$25.00 / mile

Boat removal from land (over 26' in length)

(include costs for one mobilization per event and staff/operators)

Cost for crane _____ \$200.00 / hour

Cost for transportation to final destination site (include
staff/operators/equipment) _____ \$30.00 / mile

Boat removal from canals (up to 26' in length)

(include costs for one mobilization per event and staff/operators)

Cost for removal of fuel from vessel _____ \$75.00 / hour

Cost for certified divers if necessary _____ \$240.00 / hour

Cost for barge _____ \$325.00 / hour

Cost for crane _____ \$300.00 / hour

Cost for transportation to final destination site (include
staff/operators/equipment) _____ \$25.00 / mile

Boat removal from canals (over 26' in length)

(include costs for one mobilization per event and staff/operators)

Cost for removal of fuel from vessel _____ \$75.00 / hour

Cost for certified divers if necessary _____ \$240.00 / hour

Cost for barge _____ \$325.00 / hour

Cost for crane _____ \$300.00 / hour

Cost for transportation to final destination site (include
staff/operators/equipment) _____ \$30.00 / mile

Canal Debris Removal

Removal of vegetative debris from canals

_____ \$25.00 / yd³

*Include costs for one mobilization per event and staff/operators; following
notice from Village, which includes refusal by National Resource &
Conservation Service*

Stump on bank of canal (cut)

*(Stumps on the bank that have fallen into water causing hazard to navigation where
cut 2' stump above grade will be considered vegetative debris)*

_____ \$25.00 / yd³

Stumps on bank of canal (not cut)

(Stumps on bank where root ball is on the right-of-way of canal)

<u>Diameter</u>	
24" to 48" diameter	<u>\$150.00</u> / Stump
49" to 72" diameter	<u>\$175.00</u> / Stump
> 72" diameter	<u>\$450.00</u> / Stump

Back fill material for stump hole on canal bank \$25.00 / Stump hole

Restoration of Canal banks and Slopes (includes fill and grading) \$25.00 / yd³

Motor Vehicle Removal from canal including towing, processing and Disposal \$250.00 Each

Cost for removal of fuel from vessel \$75.00 / hour

Cost for certified divers if necessary \$240.00 / hour

Cost for barge \$325.00 / hour

Cost for crane \$300.00 / hour

Cost for transportation to final destination site (include staff/operators/equipment) \$20.00 / mile

Other Services

Household Hazardous Waste/ Contaminated Debris management \$18.00 / lb

Putrescent Waste Disposal \$5.00 / lb

Deceased animal collection, transportation and disposal \$3.25 / lb

Soil, mud and sand removal \$0.75 / ft²³

Sand collection (short haul) \$10.00 / yd³

Video Record of pre-and post-TDMS site \$0.00 (Cost included in TDMS site management) Each management)

Environmental testing limited to soil sampling, including travel \$0.00 (Cost included in TDMS site management) Each management)

Laboratory fees associated with soil sampling \$0.00 (Cost included in TDMS site management) Each management)

TDMS site grading \$0.00 (Cost included in TDMS site management) / ft²

Provide Topsoil for TDMS site restoration \$16.00 / yd³

Provide Gravel (3/4") for TDMS site restoration \$30.00 / yd³

Removing seaweed from beach (as authorized) to clean and grade beach \$25.00 / yd³

Any prices not changed in the chart above shall remain as stated in the original Agreement.

Section 2. No Further Modifications. All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set for the herein.

Section 3. Effective Date. This First Amendment shall be effective on the date first written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS


Kelly Toth, Village Clerk

By: 
Seth Lawless, Village Manager

Date: 10/31/17

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


ROGET V. BRYAN, VILLAGE ATTORNEY

ASHBRITT, INC.

By: 
Brittany Perkins
Randy Perkins, President BEO

Date: 11/3/17

RESOLUTION NO. 20-02-14

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING AND RATIFYING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASHBRIIT, INC., FOR DEBRIS MANAGEMENT AND DISASTER RESPONSE SERVICES; 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 PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) secured the services of an experienced emergency response contractor capable of efficiently providing all necessary expertise, personnel, tools, materials, equipment, transportation, supervision and oval services for disaster recovery within the Village limits in accordance with the standards of the Federal Emergency Management Administration and other federal and state agencies through Request for Proposals (“RFP 17-05”); and

WHEREAS, at its regular meeting on September 6, 2017, the Village Council ratified the Professional Service Agreement with Ashbriit, Inc. (“Ashbriit”), the highest-ranked firm for the services set forth in RFP 17-05, which had been executed by the Village Manager on September 5, 2017; and

WHEREAS, at its regular meeting on October 26, 2017, the Village Council adopted Resolution No. 17-10-91, thereby approving a First Amendment to the Professional Service Agreement with Ashbriit to clarify certain disposal fees that were not clearly delineated in the Agreement between the Village and Ashbriit; and

WHEREAS, in performance of the services under this Agreement and the First Amendment, Ashbritt must comply as applicable with regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, standards and 2 C.F.R. Part 200; and

WHEREAS, the Village Council has determined that approval and execution of Amendment No. 2 to the Agreement (Exhibit “A” attached hereto) to incorporate federal procurement language from 2 C.F.R Part 200 is in the best interests 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 Amendment.** The Village Council of Islamorada, Village of Islands, hereby approves and ratifies execution of Amendment No. 2 with Ashbritt for debris management and disaster response services.

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

Section 6. **Effective Date.** This Resolution shall take effect retroactive to September 5, 2017.

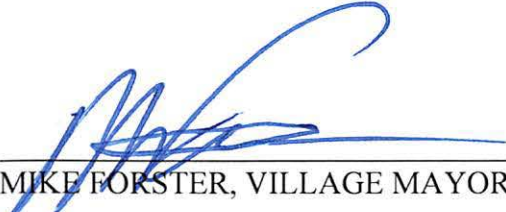
Motion to adopt by Councilwoman Deb Gillis, second by Councilman Chris Sante.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster	YES
Vice Mayor Ken Davis	YES
Councilwoman Deb Gillis	YES
Councilman Jim Mooney	YES
Councilman Chris Sante	YES

PASSED AND ADOPTED ON THIS 13TH DAY OF FEBRUARY, 2020.



MIKE FORSTER, VILLAGE MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

**SECOND AMENDMENT TO AGREEMENT
FOR DEBRIS MANAGEMENT AND DISASTER RESPONSE SERVICES
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
AND
ASHBRITT, INC.**

Effective November 22, 2017

This Amendment No. 2 to the Contract for Debris Management and Disaster Response Services ("Amendment") is made and entered into this 13th day of February, 2020, by and between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ("Village") and ASHBRIIT, INC. ("Contractor").

RECITALS

WHEREAS, the Village entered into a Contract for Debris Management and Disaster Response Services ("Contract") with Contractor dated November 22, 2017 (RFP 17-05);

WHEREAS, in performance of the services under this Contract, Contractor must comply as applicable with regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, standards and 2 C.F.R. Part 200; and

WHEREAS, the parties desire to amend the Contract in order to add a new Section to Article of 13 of the Contract; and

NOW THEREFORE, the parties hereby agree as follows:

1. The following Section 13.16 to Article 13 is hereby added to the Contract:

13.16 Federal Provisions. *The VILLAGE and CONTRACTOR shall comply with the applicable terms of Addendum A – Federal Provisions, which is attached to and incorporated in this Contract.*

2. This Amendment No. 1 shall be retroactive with an effective date of November 22, 2017.
3. Except as modified by this Amendment No. 2, all terms and conditions of the original Contract and Amendment No. 1 shall remain in full force and effect for the term of the Contract.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date above written.

ASHBRITT, INC.

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**


By: Dow Knight
Title: Senior Vice President


By: Seth Lawless
Title: Village Manager

ADDENDUM A

FEDERAL CONTRACT PROVISIONS

(The following clauses apply to this contract to the extent allowed by Florida law)

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. *CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. 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.*
2. *CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*
3. *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.*
4. *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.*
5. *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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.*
6. *In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the 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.*
7. *CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 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 interest of the United States.*

B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

When applicable, CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

When applicable, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR and CLIENT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CLIENT must report all suspected or reported violations to the appropriate Federal agency.

1. *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 Contract.*
2. *Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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.*
3. *Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.*

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

When applicable, Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

When applicable, if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.

F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR 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 Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 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; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

J. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

K. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I))

Vendors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award. If not provided with the bid response, Vendor must complete and submit the Certification Regarding Lobbying Form within three business days of CLIENT's request.



June 21, 2023

Mayor Pinder and Village Council Members
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Re: AshBritt, Inc.-
Debris Management and Disaster Response Services Contract Amendment

Dear Mayor Pinder and Village Council Members,

AshBritt, Inc. is pleased to continue our long-standing partnership with the Village of Islamorada and provide the highest-level support and professionalism whenever called upon.

Please accept this letter as a formal CPI Increase Request resulting from recent Consumer Price Index increases and changes in goods and services that have impacted the industry. The Consumer Price Index is the methodology used by the County to request a price change. Based on the sharp rise in the Consumer Price Index for All Urban Consumers, All Items, U.S. County Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics, www.bls.gov, we would like to request an increase to our pricing schedule of 5.5% officially.

Additionally, AshBritt has also proposed a contract line item relating to long-haul final disposal for consideration. Due to no final disposal locations being available in the Florida Keys, reduced vegetative and C&D debris has to be trucked to the mainland. Many strategic discussions have been held, industry-wide, and it becomes more apparent during each activation in the State of Florida, that the final disposition location for debris will be the Okeechobee Landfill. To prepare for that scenario and since final disposal locations are not typically identified until the time of an event, AshBritt proposes a \$0.13 per cubic yard/mile cost that is industry standard.

Lastly, we have adjusted our hourly rate schedule to reflect current industry pricing and is in alignment with pricing provided to jurisdictions contiguous to the Village.

As always, we appreciate your consideration and look forward to our continued relationship with the Village of Islamorada.

Respectfully,

Brian Thomason

Brian Thomason
President-Disaster Response

565 E. Hillsboro Blvd. | Deerfield Beach, FL 33441
954.725.6992 office | 954.725.6991 fax

FEMA Project #	State PW#	FEMA Category	Work Completed / Fully Documents	Costs Submitted by Village	Date Obligated by FEMA	Obligated / Eligible Funds by FEMA	FUNDING BREAKDOWN	Federal Share	State Share	Village Share of Obligated Costs	Fund
EMERGENCY PROTECTIVE MEASURE PROJECTS											
Debris removal 09/04/17 - 09/17/17											
13347	1343	A - Debris Removal	3/1/2018	\$ 185,661.83	3/18/2019	\$ 55,703.56	Funding Breakdown	90% 50,133.20	5% 2,785.18	5% 2,785.18	General
PROJECT CLOSED 11/10/2020							Funds Rcvd (6/17/19 - Pmt 1)	41,777.67	6,962.95	2,785.18	
							Funds Rcvd (1/22/20 - Pmt 13&14)	8,355.53	(4,177.77)	-	
							Funds Due	0.00	0.00	(0.00)	
							TOTAL FEMA & FDEM FUNDS RCVD			52,918.38	
							TOTAL FEMA & FDEM FUNDS DUE			(0.00)	
							TOTAL VILLAGE SHARE			2,785.18	
Debris removal 09/18/17 - 10/17/17											
14098	5504	A - Debris Removal	11/15/2018	\$ 2,816,568.59	4/29/2019	\$ 2,816,568.59	Funding Breakdown (Revised)	90% 2,457,033.73	5% 136,501.87	5% 136,501.87	General
							Funds Rcvd (6/7/19 - Pmt 3)	1,151,064.13	63,948.01	136,501.87	
							Funds Rcvd (2/11/20 - Pmt 17)	325,346.22	18,074.79	-	
							Funds Rcvd (3/27/20 - Pmt 23)	-	29,402.82		
							Funds Rcvd (4/1/20 - Pmt 23)	529,250.69	-		
							Funds Rcvd (11/23/20 - Pmt 26)	111,686.99	6,204.83		
							Funds Rcvd (12/15/20 - Pmt 27)	334,825.70	18,601.43		
							Funds Rcvd (7/22/21 - Pmt 29)	4,860.00	270.00		
							Funds Due	0.00	(0.01)	-	
							TOTAL FEMA & FDEM FUNDS RCVD			2,593,535.61	
							TOTAL FEMA & FDEM FUNDS DUE			(0.00)	
							TOTAL VILLAGE SHARE			136,501.87	
Debris removal 10/18/17 - 3/10/18											
14101	5069	A - Debris Removal	11/15/2018	\$ 4,431,359.67	10/16/2019	\$ 4,431,693.93	Funding Breakdown (Revised)	90% 3,982,895.21	5% 221,271.96	5% 221,271.96	General
							Funds Rcvd (11/14/19 - Pmt 8)	1,264,067.78	70,225.99	221,271.96	
							Funds Rcvd (2/27/20 - Pmt 20)	1,132,695.57	62,927.53		
							Funds Rcvd (3/26/20 - Pmt 22)	-	44,215.59		
							Funds Rcvd (3/31/20 - Pmt 22)	795,880.60	-		
							Funds Rcvd (6/16/20 - Pmt 24)	355,011.47	19,722.86		
							Funds Rcvd (12/23/21 - Pmt 30)	26,157.38	1,453.19		
							Funds Rcvd (1/24/22 - Pmt 31)	79,470.72	4,415.04		
							Funds Rcvd (4/5/22 - Pmt 32)	187,760.90	10,431.16		
							Funds Rcvd (5/24/22 - Pmt 33)	141,554.50	7,864.14		
							Funds Due	296.29	16.46	-	
							TOTAL FEMA & FDEM FUNDS RCVD			4,203,854.42	
							TOTAL FEMA & FDEM FUNDS DUE			312.74	
							TOTAL VILLAGE SHARE			221,271.96	
Public emergency pay for staff											
14107	6728	B - Emergency Protective Measures	3/25/2019	\$ 272,003.02	5/6/2019	\$ 89,838.45	Funding Breakdown	100% 89,838.45	0% -	0% -	General
							Funds Rcvd (7/18/19 - Pmt 6)	89,838.45	-	-	
							Funds Due	-	-	-	
							TOTAL FEMA & FDEM FUNDS RCVD			89,838.45	
							TOTAL FEMA & FDEM FUNDS DUE			-	
							TOTAL VILLAGE SHARE			-	

FEMA Project #	State PW#	FEMA Category	Work Completed / Fully Documents	Costs Submitted by Village	Date Obligated by FEMA	Obligated / Eligible Funds by FEMA	FUNDING BREAKDOWN	Federal Share	State Share	Village Share of Obligated Costs	Fund
PERMANENT WORK PROJECTS											
Damaged public streets											
25399	6081	C - Roads and Bridges	9/28/2020	\$ 404,891.20	8/12/2019	\$ 247,655.42	Funding Breakdown	90%	5%	5%	Transportation
					PROJECT CLOSE in process		222,889.88	12,382.77	12,382.77		
							Funds Rcvd (4/13/21 - Pmt 28)	222,889.88	12,382.77	12,382.77	
							Funds Due	(0.00)	0.00	0.00	
							TOTAL FEMA & FDEM FUNDS RCVD			235,272.65	
							TOTAL FEMA & FDEM FUNDS DUE			(0.00)	
							TOTAL VILLAGE SHARE			12,382.77	
Bubble Curtains											
40897	6017	D - Water Control		\$ 36,823.66	5/8/2019	\$ 36,823.66	Funding Breakdown	90%	5%	5%	Capital Project
					PROJECT CLOSED 11/10/2020		33,141.29	1,841.18	1,841.18		
							Funds Rcvd (8/1/19 - Pmt 7)	27,617.75	4,602.96	1,841.18	
							Funds Rcvd (4/13/20 - Pmt 18&19)	5,523.54	(2,761.77)	-	
							Funds Due	(0.00)	(0.00)	0.00	
							TOTAL FEMA & FDEM FUNDS RCVD			34,982.47	
							TOTAL FEMA & FDEM FUNDS DUE			0.00	
							TOTAL VILLAGE SHARE			1,841.18	
Waste Water Collection System Repairs											
31346	2049	F - Utilities	4/25/2018	\$ 319,257.19	3/18/2019	\$ 84,349.22	Funding Breakdown	90%	5%	5%	Wastewater
					PROJECT CLOSED 11/10/2020		75,914.30	4,217.46	4,217.46		
							Funds Rcvd (5/31/19 - Pmt 2)	63,261.92	10,543.65	4,217.46	
							Funds Rcvd (1/22/20 - Pmt 9&10)	12,652.38	(6,326.19)	-	
							Funds Due	0.00	(0.00)	0.00	
							TOTAL FEMA & FDEM FUNDS RCVD			80,131.76	
							TOTAL FEMA & FDEM FUNDS DUE			0.00	
							TOTAL VILLAGE SHARE			4,217.46	
Resurfacing Athletic Field											
25434	1538	G - Parks, Rec	1/11/2019	\$ 272,350.95	3/13/2019	\$ 272,350.95	Funding Breakdown	90%	5%	5%	Capital Project
					PROJECT CLOSED 2/8/2022		245,115.86	13,617.55	13,617.55		
							Funds Rcvd (11/23/20 - Pmt 25)	245,115.86	13,617.55	13,617.55	
							Funds Due	(0.00)	(0.00)	(0.00)	
							TOTAL FEMA & FDEM FUNDS RCVD			258,733.41	
							TOTAL FEMA & FDEM FUNDS DUE			0.00	
							TOTAL VILLAGE SHARE			13,617.55	
Walkways and bike paths											
32580	5985	G - Parks, Rec	11/19/2019	\$ 169,108.80	4/16/2019	\$ 42,232.74	Funding Breakdown	90%	5%	5%	Transportation
					PROJECT CLOSED 11/10/2020		38,009.47	2,111.64	2,111.64		
							Funds Rcvd (6/26/19 - Pmt 4)	31,674.56	5,279.09	2,111.64	
							Funds Rcvd (1/22/20 - Pmt 15&16)	6,334.91	(3,167.45)	-	
							Funds Due	(0.00)	(0.00)	(0.00)	
							TOTAL FEMA & FDEM FUNDS RCVD			40,121.11	
							TOTAL FEMA & FDEM FUNDS DUE			0.00	
							TOTAL VILLAGE SHARE			2,111.64	

FEMA Project #	State PW#	FEMA Category	Work Completed / Fully Documents	Costs Submitted by Village	Date Obligated by FEMA	Obligated / Eligible Funds by FEMA	FUNDING BREAKDOWN	Federal Share	State Share	Village Share of Obligated Costs	Fund
Founders Park - Golf Cage & Marquee Sign 14121	5686	G - Parks, Rec	1/30/2019	\$ 72,884.60	4/15/2019	\$ 72,884.60	Funding Breakdown	90%	5%	5%	Capital Project
PROJECT CLOSED 11/10/2020							Funds Rcvd (6/26/19 - Pmt 5)	65,596.14	3,644.23	3,644.23	
							Funds Rcvd (1/22/20 - Pmt 11&12)	54,663.45	9,110.58	3,644.23	
							Funds Due	10,932.69	(5,466.35)	-	
							TOTAL FEMA & FDEM FUNDS RCVD	-	(0.00)	-	
							TOTAL FEMA & FDEM FUNDS DUE			69,240.37	
							TOTAL VILLAGE SHARE			(0.00)	
										3,644.23	
Z - Direct Administrative Costs 42465	8291		10/20/2019	\$ 454,219.25	7/14/2020	\$ 416,306.54	Funding Breakdown	90%	5%	5%	General
OPEN UNTIL ALL PROJECTS CLOSED							Funds Rcvd (7/29/22&8/1/22 Pmt 34)	374,675.89	20,815.33	20,815.33	
							Funds Rcvd (2/23/23 - Pmt 35)	187,337.94	10,407.66	20,815.33	
							Funds Due	74,935.18	4,163.07	-	
							TOTAL FEMA & FDEM FUNDS RCVD	112,402.77	6,244.60	(0.00)	
							TOTAL FEMA & FDEM FUNDS DUE			276,843.85	
							TOTAL VILLAGE SHARE			118,647.35	
										20,815.33	
							Obligated Funding @ 9/30/2023	7,635,243.41	419,189.16	419,189.16	
							Funds Rcvd FY 18-19	1,459,897.92	100,447.23	419,189.16	
							Funds Rcvd FY 19-20	4,446,051.38	222,670.05	-	
							Funds Rcvd FY 20-21	919,378.43	51,076.58	-	
							Funds Rcvd FY 21-22	622,281.44	34,571.19	-	
							Funds Rcvd FY 22-23	74,935.18	4,163.07	-	
							Funds Due	112,699.05	6,261.04	0.00	
							TOTAL IRMA EXPENSES			a 9,435,128.76	
							VILLAGE SHARE			419,189.16	
							INELIGIBLE INVOICES			b 542,317.86	
							TOTAL FEMA OBLIGATION			a - b 8,473,621.74	
							TOTAL FEMA & FDEM FUNDS RCVD			7,935,472.47	
							TOTAL FED & STATE FUNDS DUE			118,960.10	

PROJECTS NOT YET OBLIGATED

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Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: July 6, 2023
SUBJECT: Resolution to Adopt Second FY 2022-2023 Budget Amendment - TAB 13

Background:

On September 19, 2022, the Village Council approved the FY 2022-2023 budget through adoption of Resolution No. 22-09-103. The adopting Resolution states that the budget establishes an initial limitation on expenditures by department or category total and that the total sum allocated to each department, category or line item for operating expenses may be increased or decreased by the Village Manager in accordance with the provisions of the Resolution and the Village Charter. Further, the Village Manager shall prepare for approval a resolution amending the budget to reflect such department, category or line item reallocation for presentation to the Village Council if overages occur.

At its meeting on March 2, 2023, the Village Council adopted Resolution No. 23-03-19 approving a first FY 2022-2023 budget amendment. The attached Resolution serves to memorialize Village Council approval for a second amendment to the FY 2022-2023 budget to reflect changes in the budget by line item based on activity in the fiscal year through May 31, 2023.

Analysis:

The column headed "FY 22-23 Budget Amendment – Requested" of Exhibit A to the attached Resolution provides the line item changes to the budget requested to cover budget overages that have been incurred through May 31, 2023. No budget amendment is reflected in the Debt Service Fund, but a schedule has been included for informational purposes.

During the budget preparation process, estimates of reserves are included for each fund. These estimates should be adjusted to actual amounts when those amounts are known. For the FY 2022-2023 budget, the actual reserve amounts (fund balance in governmental funds or cash available in enterprise funds) will not be known until the FY 2021-2022 audit is completed. The budget amendment includes figures based on the preliminary September 30, 2022, trial balance currently being audited. When final numbers are known, they will be reflected in a future budget amendment. The budgeted fund balance and reserve figures reflected, provide an estimate of available amounts at year end as the Village starts the FY 2023-2024 budget process.

General Fund

The net change to the General Fund budget is an addition to the fund balance in the amount of \$579,100.00. Budgets for revenues where actual receipts as of May 31, 2023, exceed budget have been adjusted accordingly. This includes Stewardship Grant proceeds in the

amount of \$338,000.00 received for costs incurred for the Derelict Vessel Removal Program. Through May 31, 2023, the Communication Services Taxes actually received have already met the budgeted amount for the fiscal year. Monthly distributions from the State have almost doubled. The State has not yet provided an explanation for the increase but it may be related to an increase in the state tax rate on cell phone bills and other related services. Budget transfers from one account to another within a department are reflected to cover most expenditure account line item overages in the General Fund. Detail of Professional Services account activity in each department is provided in red font to offer a preliminary idea of costs incurred by vendor as we move into the new budget process.

Solid Waste Fund

The budget amendment to the Solid Waste Fund is needed to reflect interest revenue allocated to the fund through May 31, 2023, based upon percentage of total cash in each fund.

Affordable Housing Fund

The budget amendment to the Affordable Housing Fund is needed to reflect affordable housing in-lieu-of fees (impact fees) received above original budgeted amounts through May 31, 2023. In FY 22-23 through May 31, 2023, the Village has processed five (5) First Time Homebuyers Down Payment Assistance loans. The Grants & Aid to Private Citizens account budget is being adjusted accordingly.

Building Fund

The budget amendment to the Building Fund is needed to reflect interest revenue allocated to the fund through May 31, 2023, based upon percentage of total cash in each fund.

Capital Project Fund

The net change to the Capital Project Fund budget is a use of fund balance in the amount of \$111,500.00. This is primarily due to costs incurred this fiscal year for the Morada Way Lighting Project. The project was approved and budgeted for in prior fiscal years but funds were not expended until this year. Therefore, a use of fund balance is needed to cover current year expenditures for the project. Other capital projects, especially those funded with FEMA Hazard Mitigation Grants are progressing very slowly as permitting and plans review processes by granting agencies are delayed. Unused budgeted funds in this fiscal year for ongoing projects will be returned to fund balance, and projects will be re-budgeted for in FY 23-24 as needed.

Marina Enterprise Fund

The budget amendment to the Marina Enterprise Fund is needed to reflect interest revenue allocated to the fund through May 31, 2023, based upon percentage of total cash in each fund.

Wastewater Enterprise Fund

For FY 22-23, the federal government approved \$2 million to the Village for the Florida Keys Water Quality Improvement Program grant administered by the U S Army Corps of Engineers. Per the terms of the current grant agreement, the funds may only be spent on wastewater projects. The FKWQIP grant reimburses the Village 65% of total eligible expenses. The budget amendment for the Grant account reflects a budget increase of \$1,464,500.00, which is 65% of the total amended budget for the Capital Outlay – Infrastructure account in the amount of \$2,251,500.00 as amended to cover costs estimated through fiscal year end.

While the Capital Outlay – Infrastructure expense account budget is being increased for work done on the system and expenses incurred to address issues with vacuum pit lids, backflow preventors, and additional infrastructure needs, the budget for the NPK Pump Station Project has been decreased effectively serving as a budget transfer. The NPK Pump Station Project has been delayed pending approval by the Key Largo Wastewater Treatment District of plans to retrofit the North Plantation Key facilities. The budget still provides for a transfer of \$1 million from the Capital Project Fund as needed by fiscal year end.

Stormwater Enterprise Fund

The budget amendment to the Stormwater Enterprise Fund is needed to reflect interest revenue allocated to the fund through May 31, 2023, based upon percentage of total cash in each fund.

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Budget Impact:

The budget impact by fund is presented in the “Requested Amendment” column of each funds’ budget amendment schedule.

Staff Impact:

No direct staff impact would occur as a result of this budget amendment.

Recommendation:

Staff requests and recommends that the Village Council adopt the Resolution and the amended FY 2022-2023 budget as presented.

- Attachments:**
1. Reso_FY22-23 Bgt Amend 053123_070623 RVCM
 2. Ex A to Reso_FY22-23 Bgt Amend_070623 RVCM

RESOLUTION NO. 23-

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S
ADOPTED BUDGET FOR FISCAL YEAR 2022-2023; AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 6 of the Village Charter, the Village Council of Islamorada, Village of Islands (the "Village") adopted a Budget for Fiscal Year 2022-2023 by adoption of Resolution No. 22-09-103 on September 19, 2022; and

WHEREAS, pursuant to Section 6 of Resolution No. 22-09-103, the Village Manager is authorized to propose a resolution to amend the budget to reallocate department, category or line item budget allocations; and

WHEREAS, on March 2, 2023, the Village Council adopted Resolution No. 23-03-19 approving a first FY 2022-2023 budget amendment; and

WHEREAS, the Village Council finds it necessary to further amend the FY 2022-2023 budget to reflect such amendments as requested by the Village Manager,

**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. **Budget Amendment.** In accordance with Section (6)(3) of the Village Charter and Section 6 of Resolution No. 22-09-103, the Village Council hereby approves the amendment to the Budget adopted as Exhibit 'A' of Resolution No. 22-09-103 for Fiscal Year 2022-2023 and amended pursuant to Resolution No. 23-03-19 on March 2, 2023, and as further amended as set forth in Exhibit "A" hereto.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its

adoption and shall be reflected in the FY 2022-2023 budget as of May 31, 2023.

PASSED AND ADOPTED this _____ day of _____ 2023.

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 _____

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

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
001-280-000	Fund Bal - Nonspendable	172,300.00	90,300.00		262,600.00	262,599.53		
001-281-001	Fund Bal - Restricted - MCSO Training	71,400.00	(1,000.00)		70,400.00	70,393.95		
001-282-002	Fund Bal - Committed - Landscape Mitigation	771,100.00	(12,500.00)		758,600.00	758,674.57		
001-283-000	Fund Bal - Assigned - Hurricane Response	-	-	7,174,600.00	7,174,600.00	7,174,560.18		
001-284-000	Fund Bal - Unassigned	11,157,300.00	(744,000.00)	(7,174,600.00)	3,238,700.00	3,238,189.65		
		12,172,100.00	(667,200.00)	-	11,504,900.00	11,504,417.88		
Revenues								
Taxes								
001-311-000	Ad Valorem Taxes	14,641,300.00	-	-	14,641,300.00	14,329,349.12	(311,950.88)	97.87%
001-315-000	Communication Services Tax	230,000.00	-	30,000.00	260,000.00	255,246.89	(4,753.11)	98.17%
		14,871,300.00	-	30,000.00	14,901,300.00	14,584,596.01	(316,703.99)	97.87%
Licenses & Permits								
001-323-700	Franchise Fee - Solid Waste	799,700.00	-	-	799,700.00	432,818.80	(366,881.20)	54.12%
001-329-000	Other Permits, Fees & Special Assmts	2,500.00	-	-	2,500.00	300.00	(2,200.00)	12.00%
001-329-001	Vacation Rental Permit Fee	360,000.00	-	-	360,000.00	353,973.75	(6,026.25)	98.33%
001-329-005	BPAS Application Fee	5,000.00	-	-	5,000.00	1,308.00	(3,692.00)	26.16%
001-329-007	In Lieu of Landscape Mitigation Fee	100,000.00	-	-	100,000.00	75,176.78	(24,823.22)	75.18%
001-329-009	Foreclosure Registration Fee	4,000.00	-	-	4,000.00	300.00	(3,700.00)	7.50%
		1,271,200.00	-	-	1,271,200.00	863,877.33	(407,322.67)	67.96%
Intergovernmental								
001-331-001	FEMA Reimb - Irma	-	-	75,000.00	75,000.00	74,935.18	(64.82)	99.91%
001-331-002	FEMA SAFER Grant (Fire Rescue)	450,000.00	-	-	450,000.00	105,353.57	(344,646.43)	23.41%
001-334-001	FDEM Reimb - Irma	-	-	4,200.00	4,200.00	4,163.07	(36.93)	99.12%
001-334-003	FDEP Resilient Florida Grant (#22PLN68)	178,100.00	-	-	178,100.00	-	(178,100.00)	0.00%
001-334-200	FDEP Stewardship Act Grant Proceeds	-	-	338,000.00	338,000.00	337,715.00	(285.00)	99.92%
001-335-122	Monroe County Business Tax Distribution	25,000.00	-	-	25,000.00	8,045.47	(16,954.53)	32.18%
001-335-140	Mobile Home License Tax	1,500.00	-	-	1,500.00	658.87	(841.13)	43.92%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-335-150	Alcoholic Beverage License Tax	24,000.00	-	-	24,000.00	17,861.07	(6,138.93)	74.42%
001-335-180	Local Government Half-Cent Sales Tax Program	1,520,000.00	-	-	1,520,000.00	1,026,913.04	(493,086.96)	67.56%
001-335-190	Coronavirus State Fiscal Recovery Fund Proceeds	-	4,200.00	400.00	4,600.00	4,585.37	(14.63)	99.68%
001-335-210	Firefighter Supplemental Compensation	10,000.00	-	-	10,000.00	4,863.28	(5,136.72)	48.63%
001-335-701	FDEP Surcharge Tax - Windley Key	7,000.00	-	-	7,000.00	6,662.53	(337.47)	95.18%
001-336-000	State Payments In Lieu Of Taxes	2,500.00	-	200.00	2,700.00	2,670.31	(29.69)	98.90%
001-337-701	TDC Beach Maintenance Agreement	62,000.00	-	-	62,000.00	46,080.12	(15,919.88)	74.32%
		2,280,100.00	4,200.00	417,800.00	2,702,100.00	1,640,506.88	(1,061,593.12)	60.71%
Fines & Forfeitures								
001-354-000	Code Compliance Lien Payments	175,000.00	-	-	175,000.00	73,300.00	(101,700.00)	41.89%
001-359-001	MCSC Citation Payments	50,000.00	-	-	50,000.00	19,365.69	(30,634.31)	38.73%
001-359-002	MCSC Citations - Training Surcharge	5,000.00	-	-	5,000.00	1,966.27	(3,033.73)	39.33%
		230,000.00	-	-	230,000.00	94,631.96	(135,368.04)	41.14%
Charges for Services								
001-329-003	Fire Inspection Fee	10,000.00	-	-	10,000.00	4,775.00	(5,225.00)	47.75%
001-329-004	Developmental Permit Application Fee	100,000.00	-	-	100,000.00	50,362.00	(49,638.00)	50.36%
001-329-008	Cost Recovery Revenue	30,000.00	-	-	30,000.00	-	(30,000.00)	0.00%
001-342-200	Special Event Fire Protection Fee	15,000.00	-	-	15,000.00	5,710.00	(9,290.00)	38.07%
001-342-401	Emergency Management Service Fee	200,000.00	-	-	200,000.00	157,002.73	(42,997.27)	78.50%
001-347-201	Park Entrance Fee	300,000.00	-	-	300,000.00	223,472.06	(76,527.94)	74.49%
001-347-501	Pool Entrance Fee	30,000.00	-	-	30,000.00	24,663.80	(5,336.20)	82.21%
001-347-502	Pool/Park Membership - Resident	15,000.00	-	-	15,000.00	11,732.84	(3,267.16)	78.22%
001-347-503	Pool/Park Membership - Non-Resident	15,000.00	-	-	15,000.00	12,765.14	(2,234.86)	85.10%
001-347-901	Recreation Camp Fee	40,000.00	-	-	40,000.00	22,500.00	(17,500.00)	56.25%
001-362-001	Park Facilities Rental Fee	15,000.00	-	6,000.00	21,000.00	20,906.22	(93.78)	99.55%
001-362-002	Pool Team Rental Fee	30,000.00	-	-	30,000.00	22,492.24	(7,507.76)	74.97%
001-362-003	Swim Instruction	50,000.00	-	-	50,000.00	38,506.00	(11,494.00)	77.01%
001-362-004	Dive Instruction	10,000.00	-	-	10,000.00	7,305.00	(2,695.00)	73.05%
001-362-005	Tennis Instruction	180,000.00	-	-	180,000.00	146,195.00	(33,805.00)	81.22%
001-362-006	Water Aerobics Instruction	15,000.00	-	1,500.00	16,500.00	16,429.00	(71.00)	99.57%
001-362-007	Synchronized Swim Instruction	10,000.00	-	-	10,000.00	5,560.00	(4,440.00)	55.60%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-362-008	Freediving Instruction	5,000.00	-	-	5,000.00	4,647.00	(353.00)	92.94%
001-362-009	Fitness Instruction	25,000.00	-	-	25,000.00	23,290.00	(1,710.00)	93.16%
		1,095,000.00	-	7,500.00	1,102,500.00	798,314.03	(304,185.97)	72.41%
<u>Interest & Miscellaneous</u>								
001-361-000	Interest Revenue	30,000.00	-	90,300.00	120,300.00	120,222.23	(77.77)	99.94%
001-366-000	Donations from Private Sources	-	1,300.00	-	1,300.00	1,209.94	(90.06)	93.07%
001-369-000	Miscellaneous Revenue	50,000.00	-	-	50,000.00	28,402.07	(21,597.93)	56.80%
001-369-001	Retail Sales	2,000.00	-	3,500.00	5,500.00	5,007.45	(492.55)	91.04%
001-369-002	General Asphalt Maint Agreement	-	10,700.00	11,000.00	21,700.00	21,333.36	(366.64)	98.31%
001-369-003	Impact Admin Fees	-	3,600.00	3,200.00	6,800.00	6,748.88	(51.12)	99.25%
001-369-901	WEX Fuel Credit	2,000.00	-	-	2,000.00	1,989.06	(10.94)	99.45%
001-388-200	Insurance Proceeds	-	-	2,000.00	2,000.00	1,821.73	(178.27)	91.09%
		84,000.00	15,600.00	110,000.00	209,600.00	186,734.72	(22,865.28)	89.09%
<u>Transfers In</u>								
001-381-000	Transfers In	84,000.00	-	-	84,000.00	56,000.00	(28,000.00)	66.67%
Total Revenues		19,915,600.00	19,800.00	565,300.00	20,500,700.00	18,224,660.93	(2,276,039.07)	88.90%
<u>Expenditures</u>								
<u>Village Council</u>								
001-0100-511-11	Village Council Salaries	120,000.00	-	(60,000.00)	60,000.00	39,912.29	20,087.71	66.52%
001-0100-511-21	Payroll Taxes	9,200.00	-	-	9,200.00	3,060.00	6,140.00	33.26%
001-0100-511-31	Professional Services	179,000.00	-	11,700.00	190,700.00	128,010.29	62,689.71	67.13%
	Thorn Run Partners (Federal Lobbyists)	66,000.00	-	-	66,000.00	44,000.00		
	Gray Robinson (State Lobbyists)	108,000.00	-	-	108,000.00	72,135.00		
	Kuehne Davis Law (Webb Sunshine Law Matter)	-	-	11,700.00	11,700.00	11,675.29		
	Other / Misc	5,000.00	-	-	5,000.00	200.00		
001-0100-511-40	Travel & Per Diem	15,000.00	-	-	15,000.00	8,257.45	6,742.55	55.05%
001-0100-511-41	Communications	5,000.00	-	-	5,000.00	3,652.82	1,347.18	73.06%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited) as of 5/31/2023	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
001-0100-511-48	PR / Advertising	214,500.00	125,000.00	-	339,500.00	171,423.52	168,076.48	50.49%
	Holiday Decorations (Holiday Lightscares)	105,000.00	-	-	105,000.00	105,134.00		
	Attention Media / Social Media	72,000.00	-	-	72,000.00	48,521.00		
	Islamorada Social web services	2,500.00	-	-	2,500.00	722.88		
	Agenda Display Ads	10,000.00	-	-	10,000.00	6,994.25		
	Rotary Fireworks	15,000.00	-	-	15,000.00	-		
	Charitable Contributions Program	-	125,000.00	-	125,000.00	-		
	Other / Misc	10,000.00	-	-	10,000.00	10,051.39		
001-0100-511-51	Office Supplies & Expenses	5,000.00	-	-	5,000.00	1,617.34	3,382.66	32.35%
001-0100-511-54	Dues & Subscriptions	2,400.00	-	-	2,400.00	1,085.27	1,314.73	45.22%
001-0100-511-55	Training	5,000.00	-	-	5,000.00	3,200.30	1,799.70	64.01%
		555,100.00	125,000.00	(48,300.00)	631,800.00	360,219.28	271,580.72	57.01%
<u>Village Attorney</u>								
001-0200-514-12	Regular Salaries & Wages	48,000.00	-	-	48,000.00	43,341.80	4,658.20	90.30%
001-0200-514-21	Payroll Taxes	3,700.00	-	-	3,700.00	526.15	3,173.85	14.22%
001-0200-514-22	Retirement Contributions	19,000.00	-	-	19,000.00	17,288.57	1,711.43	90.99%
001-0200-514-23	Employee Insurance Premiums	900.00	-	-	900.00	47.40	852.60	5.27%
			-					
001-0200-514-31	Professional Services	572,500.00	-	-	572,500.00	396,637.96	175,862.04	69.28%
	Johnson, Anselmo (Litigation)	25,000.00	-	-	25,000.00	-		
	Weiss, Serota (Litigation; Legal)	520,000.00	-	-	520,000.00	396,637.96		
	Court Reporting	2,500.00	-	-	2,500.00	-		
	Other / Misc	25,000.00	-	-	25,000.00	-		
001-0200-514-40	Travel & Per Diem	-	-	1,400.00	1,400.00	1,383.92	16.08	98.85%
001-0200-514-41	Communications	4,000.00	-	-	4,000.00	1,438.63	2,561.37	35.97%
001-0200-514-51	Office Supplies & Expenses	1,000.00	-	500.00	1,500.00	1,454.19	45.81	96.95%
001-0200-514-54	Dues & Subscriptions	2,500.00	-	(1,900.00)	600.00	179.88	420.12	29.98%
		651,600.00	-	-	651,600.00	462,298.50	189,301.50	70.95%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
<u>Village Manager</u>								
001-0300-512-12	Regular Salaries & Wages	491,300.00	-	-	491,300.00	315,157.91	176,142.09	64.15%
001-0300-512-14	Overtime	-	1,000.00	-	1,000.00	678.60	321.40	67.86%
001-0300-512-21	Payroll Taxes	31,400.00	-	-	31,400.00	24,147.20	7,252.80	76.90%
001-0300-512-22	Retirement Contributions	93,900.00	-	-	93,900.00	51,602.02	42,297.98	54.95%
001-0300-512-23	Employee Insurance Premiums	61,600.00	-	-	61,600.00	45,865.20	15,734.80	74.46%
001-0300-512-31	Professional Services	565,600.00	(1,000.00)	-	564,600.00	186,121.14	378,478.86	32.97%
	WSP (Canal Consulting & Monitoring)	300,000.00	-	-	300,000.00	146,412.82		
	Derelict Vessel Removal Pgm (Poseidon)	-	-	-	-	20,000.00		
	Vulnerability Assessment (grant-funded)	178,100.00	-	-	178,100.00	-		
	MHN (Employee Assistance Pgm)	2,500.00	-	-	2,500.00	1,671.84		
	Strategic Planning	75,000.00	-	-	75,000.00	-		
	Other / Misc	10,000.00	(1,000.00)	-	9,000.00	18,036.48		
001-0300-512-40	Travel & Per Diem	6,000.00	-	2,000.00	8,000.00	7,899.71	100.29	98.75%
001-0300-512-41	Communications	6,000.00	-	-	6,000.00	3,682.85	2,317.15	61.38%
001-0300-512-42	Freight & Postage	500.00	-	-	500.00	95.76	404.24	19.15%
001-0300-512-46	Repair & Maintenance	5,000.00	-	-	5,000.00	55.99	4,944.01	1.12%
001-0300-512-48	PR / Advertising	5,000.00	-	-	5,000.00	2,992.17	2,007.83	59.84%
001-0300-512-49	Other Expenses	10,000.00	-	(2,000.00)	8,000.00	4,163.73	3,836.27	52.05%
001-0300-512-51	Office Supplies & Expenses	5,000.00	-	-	5,000.00	3,957.90	1,042.10	79.16%
001-0300-512-52	Operating Supplies	500.00	-	-	500.00	421.79	78.21	84.36%
001-0300-512-54	Dues & Subscriptions	6,500.00	25,000.00	-	31,500.00	28,461.25	3,038.75	90.35%
001-0300-512-55	Training	5,000.00	-	-	5,000.00	2,190.59	2,809.41	43.81%
		1,293,300.00	25,000.00	-	1,318,300.00	677,493.81	640,806.19	51.39%
<u>Village Clerk</u>								
001-0400-512-12	Regular Salaries & Wages	155,600.00	-	-	155,600.00	100,273.42	55,326.58	64.44%
001-0400-512-14	Overtime	5,000.00	-	4,500.00	9,500.00	9,295.32	204.68	97.85%
001-0400-512-21	Payroll Taxes	12,300.00	-	-	12,300.00	8,248.55	4,051.45	67.06%
001-0400-512-22	Retirement Contributions	19,600.00	-	-	19,600.00	11,402.48	8,197.52	58.18%
001-0400-512-23	Employee Insurance Premiums	19,300.00	-	-	19,300.00	10,080.54	9,219.46	52.23%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited) as of 5/31/2023	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
001-0400-512-31	Professional Services	13,500.00	-	4,500.00	18,000.00	13,662.42	4,337.58	75.90%
	Municode (Code of Ord Svcs)	5,000.00	-	-	5,000.00	2,130.47		
	Shred Monkeys (document shredding)	1,000.00	-	-	1,000.00	1,364.85		
	ADA Document Remediation Svcs	2,500.00	-	-	2,500.00	-		
	Monsido Web Accessibility Compliance	4,000.00	-	2,000.00	6,000.00	5,842.08		
	Other / Misc	1,000.00	-	2,500.00	3,500.00	4,325.02		
001-0400-512-40	Travel & Per Diem	2,000.00	-	-	2,000.00	1,424.83	575.17	71.24%
001-0400-512-41	Communications	5,000.00	-	-	5,000.00	1,710.34	3,289.66	34.21%
001-0400-512-42	Freight & Postage	1,000.00	-	-	1,000.00	104.99	895.01	10.50%
001-0400-512-48	PR / Advertising	-	1,000.00	-	1,000.00	417.20	582.80	41.72%
001-0400-512-51	Office Supplies & Expenses	5,000.00	-	-	5,000.00	2,392.12	2,607.88	47.84%
001-0400-512-52	Operating Supplies	-	500.00	-	500.00	174.80	325.20	34.96%
001-0400-512-54	Dues & Subscriptions	9,500.00	(1,500.00)	-	8,000.00	3,875.53	4,124.47	48.44%
001-0400-512-55	Training	2,000.00	-	-	2,000.00	1,642.00	358.00	82.10%
		249,800.00	-	9,000.00	258,800.00	164,704.54	94,095.46	63.64%
Finance								
001-0500-513-12	Regular Salaries & Wages	387,800.00	-	-	387,800.00	241,690.14	146,109.86	62.32%
001-0500-513-14	Overtime	5,000.00	-	-	5,000.00	2,969.55	2,030.45	59.39%
001-0500-513-21	Payroll Taxes	30,100.00	-	-	30,100.00	18,823.28	11,276.72	62.54%
001-0500-513-22	Retirement Contributions	47,900.00	-	-	47,900.00	25,698.34	22,201.66	53.65%
001-0500-513-23	Employee Insurance Premiums	40,300.00	-	-	40,300.00	38,307.35	1,992.65	95.06%
001-0500-513-24	Workers' Compensation	110,000.00	-	-	110,000.00	76,699.23	33,300.77	69.73%
001-0500-513-31	Professional Services	46,000.00	-	-	46,000.00	30,464.97	15,535.03	66.23%
	Foster & Foster (OPEB Valuation)	5,000.00	-	-	5,000.00	2,575.00	2,425.00	51.50%
	Ben Few (Risk Mgmt Svcs)	36,000.00	-	-	36,000.00	24,000.00		
	Other / Misc	5,000.00	-	-	5,000.00	3,889.97		
001-0500-513-32	Accounting & Auditing Services	65,000.00	-	-	65,000.00	20,000.00	45,000.00	30.77%
001-0500-513-40	Travel & Per Diem	5,000.00	-	-	5,000.00	2,091.57	2,908.43	41.83%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-0500-513-41	Communications	5,000.00	-	-	5,000.00	1,710.34	3,289.66	34.21%
001-0500-513-42	Freight & Postage	1,500.00	-	-	1,500.00	778.80	721.20	51.92%
001-0500-513-43	Utilities	45,000.00	-	-	45,000.00	30,549.95	14,450.05	67.89%
001-0500-513-44	Rentals & Leases	4,500.00	-	-	4,500.00	2,125.00	2,375.00	47.22%
001-0500-513-45	Insurance	325,000.00	-	-	325,000.00	297,521.88	27,478.12	91.55%
001-0500-513-48	PR / Advertising	2,500.00	-	-	2,500.00	-	2,500.00	0.00%
001-0500-513-49	Other Expenses	10,000.00	-	-	10,000.00	5,030.22	4,969.78	50.30%
001-0500-513-51	Office Supplies & Expenses	15,000.00	-	-	15,000.00	2,998.46	12,001.54	19.99%
001-0500-513-54	Dues & Subscriptions	40,700.00	-	-	40,700.00	33,241.72	7,458.28	81.67%
001-0500-513-55	Training	4,000.00	-	-	4,000.00	1,249.00	2,751.00	31.23%
		1,190,300.00	-	-	1,190,300.00	831,949.80	358,350.20	69.89%
Planning								
001-0600-515-12	Regular Salaries & Wages	636,800.00	-	(500.00)	636,300.00	355,176.89	281,123.11	55.82%
001-0600-515-14	Overtime	5,000.00	-	500.00	5,500.00	5,345.26	154.74	97.19%
001-0600-515-21	Payroll Taxes	49,100.00	-	-	49,100.00	25,898.07	23,201.93	52.75%
001-0600-515-22	Retirement Contributions	76,000.00	-	-	76,000.00	34,934.61	41,065.39	45.97%
001-0600-515-23	Employee Insurance Premiums	67,800.00	-	-	67,800.00	31,332.25	36,467.75	46.21%
001-0600-515-31	Professional Services	82,400.00	-	40,000.00	122,400.00	68,480.42	53,919.58	55.95%
	RES Florida (Eng/Stormwater Rvws)	15,000.00	-	-	15,000.00	13,423.75		
	McFarland Johnson (Site Plan Rvw)	15,000.00	-	-	15,000.00	1,836.86		
	Liquid Web (CV Portal Host)	2,400.00	-	-	2,400.00	1,324.64		
	The Corradino Group (Planning Support Svcs)	20,000.00	-	-	20,000.00	-		
	Rebecca Jetton (Planning Support Svcs)	10,000.00	-	-	10,000.00	6,601.25		
	Highland Mapping (GIS)	10,000.00	-	-	10,000.00	-		
	CPH Consulting (Site Plan Rvws)	-	-	-	-	3,752.77		
	Cyriacks (Land Use & Habitat Mapping)	-	-	40,000.00	40,000.00	39,963.64		
	Other / Misc (Recoding Fees)	10,000.00	-	-	10,000.00	1,577.51		
001-0600-515-40	Travel & Per Diem	5,000.00	-	-	5,000.00	1,452.51	3,547.49	29.05%
001-0600-515-41	Communications	6,000.00	-	-	6,000.00	2,661.81	3,338.19	44.36%
001-0600-515-42	Freight & Postage	5,000.00	-	1,000.00	6,000.00	5,238.53	761.47	87.31%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-0600-515-46	Repair & Maintenance	6,500.00	-	-	6,500.00	1,006.79	5,493.21	15.49%
001-0600-515-48	PR / Advertising	8,000.00	-	-	8,000.00	5,123.80	2,876.20	64.05%
001-0600-515-51	Office Supplies & Expenses	10,000.00	-	-	10,000.00	5,670.72	4,329.28	56.71%
001-0600-515-52	Operating Supplies	4,000.00	-	-	4,000.00	2,545.23	1,454.77	63.63%
001-0600-515-54	Dues & Subscriptions	40,000.00	-	-	40,000.00	34,385.40	5,614.60	85.96%
001-0600-515-55	Training	6,000.00	-	(1,000.00)	5,000.00	-	5,000.00	0.00%
		1,007,600.00	-	40,000.00	1,047,600.00	579,252.29	468,347.71	55.29%
IT & Communications								
001-0700-519-12	Regular Salaries & Wages	276,500.00	-	-	276,500.00	163,127.35	113,372.65	59.00%
001-0700-519-13	Overtime	-	-	-	-	37.50		
001-0700-519-21	Payroll Taxes	21,200.00	-	-	21,200.00	12,316.30	8,883.70	58.10%
001-0700-519-22	Retirement Contributions	33,700.00	-	-	33,700.00	16,812.86	16,887.14	49.89%
001-0700-519-23	Employee Insurance Premiums	42,900.00	-	-	42,900.00	13,836.02	29,063.98	32.25%
001-0700-519-31	Professional Services	71,500.00	-	23,000.00	94,500.00	71,463.25	23,036.75	75.62%
	UDT (Managed Svcs)	35,000.00	-	-	35,000.00	23,724.00		
	UDT (Azure Storage)	5,500.00	-	-	5,500.00	-		
	Revise (Website)	3,000.00	-	-	3,000.00	2,700.00		
	Liquid Web (Web Site Host)	3,000.00	-	-	3,000.00	1,158.99		
	Global Relay (Email Archive)	20,000.00	-	-	20,000.00	17,123.76		
	SHI - Xi Leap Cloud Svcs	-	-	23,000.00	23,000.00	22,977.00		
	Other / Misc	5,000.00	-	-	5,000.00	3,779.50		
001-0700-519-40	Travel & Per Diem	2,000.00	1,400.00	3,000.00	6,400.00	6,167.18	232.82	96.36%
001-0700-519-41	Communications	50,000.00	(10,600.00)	-	39,400.00	26,917.87	12,482.13	68.32%
001-0700-519-44	Rentals & Leases	15,000.00	-	-	15,000.00	10,002.37	4,997.63	66.68%
001-0700-519-46	Repair & Maintenance	10,000.00	2,000.00	-	12,000.00	11,654.90	345.10	97.12%
001-0700-519-51	Office Supplies	-	5,000.00	-	5,000.00	1,096.73	3,903.27	21.93%
001-0700-519-52	Operating Supplies	15,000.00	-	1,000.00	16,000.00	15,910.08	89.92	99.44%
001-0700-519-54	Dues & Subscriptions	52,000.00	2,200.00	6,500.00	60,700.00	60,437.93	262.07	99.57%
001-0700-519-55	Training	3,000.00	-	2,000.00	5,000.00	4,726.83	273.17	94.54%
		592,800.00	-	35,500.00	628,300.00	414,507.17	213,830.33	65.97%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
<u>Local Law Enforcement (MCSO)</u>								
001-0800-521-12	Regular Salaries & Wages	54,100.00	-	-	54,100.00	31,866.59	22,233.41	58.90%
001-0800-521-14	Overtime	500.00	-	-	500.00	233.81	266.19	46.76%
001-0800-521-21	Payroll Taxes	4,200.00	-	-	4,200.00	2,091.02	2,108.98	49.79%
001-0800-521-22	Retirement Contributions	6,700.00	-	-	6,700.00	3,374.48	3,325.52	50.37%
001-0800-521-23	Employee Insurance Premiums	9,600.00	-	5,000.00	14,600.00	13,914.91	685.09	95.31%
001-0800-521-31	Professional Services (MCSO Contract)	2,650,200.00	-	-	2,650,200.00	1,430,395.26	1,219,804.74	53.97%
001-0800-521-40	Travel & Per Diem	500.00	-	1,500.00	2,000.00	1,550.78	449.22	77.54%
001-0800-521-41	Communications	8,000.00	-	-	8,000.00	4,081.66	3,918.34	51.02%
001-0800-521-42	Freight & Postage	-	500.00	-	500.00	89.69	410.31	17.94%
001-0800-521-46	Repair & Maintenance	20,000.00	(500.00)	(8,500.00)	11,000.00	1,196.80	9,803.20	10.88%
001-0800-521-51	Office Supplies & Expenses	2,500.00	-	-	2,500.00	1,345.18	1,154.82	53.81%
001-0800-521-52	Operating Supplies	100,000.00	-	-	100,000.00	51,122.39	48,877.61	51.12%
001-0800-521-54	Dues & Subscriptions	500.00	-	500.00	1,000.00	618.52	381.48	61.85%
001-0800-521-55	Training	500.00	-	1,500.00	2,000.00	1,590.00	410.00	79.50%
		2,857,300.00	-	-	2,857,300.00	1,543,471.09	1,313,828.91	54.02%
<u>Fire Rescue</u>								
001-0900-522-12	Regular Salaries & Wages	2,869,300.00	-	-	2,869,300.00	2,025,360.18	843,939.82	70.59%
001-0900-522-13	Other Salaries & Wages	100,000.00	-	-	100,000.00	37,736.21	62,263.79	37.74%
001-0900-522-14	Overtime	500,000.00	-	-	500,000.00	298,390.20	201,609.80	59.68%
001-0900-522-21	Payroll Taxes	265,400.00	-	-	265,400.00	180,496.18	84,903.82	68.01%
001-0900-522-22	Retirement Contributions	924,500.00	-	-	924,500.00	573,493.25	351,006.75	62.03%
001-0900-522-23	Employee Insurance Premiums	423,300.00	-	-	423,300.00	243,417.19	179,882.81	57.50%
001-0900-522-31	Professional Services	95,000.00	-	-	95,000.00	66,113.49	28,886.51	69.59%
	Professional ER Svcs (Medical Dir)	60,000.00	-	-	60,000.00	45,147.42		
	Penguin Mgmt	2,500.00	-	-	2,500.00	-		
	Prof Practice Spt (EMS Billing)	5,000.00	-	-	5,000.00	237.07		
	Collection Information Bureau	1,000.00	-	-	1,000.00	-		
	LifeScan Wellness	20,000.00	-	-	20,000.00	19,802.00		
	J M Fair (Promotion Testing)	4,000.00	-	-	4,000.00	-		
	Other / Misc	2,500.00	-	-	2,500.00	927.00		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-0900-522-40	Travel & Per Diem	12,000.00	-	-	12,000.00	10,590.52	1,409.48	88.25%
001-0900-522-41	Communications	60,000.00	-	-	60,000.00	32,499.93	27,500.07	54.17%
001-0900-522-42	Freight & Postage	1,500.00	-	-	1,500.00	283.75	1,216.25	18.92%
001-0900-522-43	Utilities	40,000.00	-	-	40,000.00	23,017.67	16,982.33	57.54%
001-0900-522-45	Insurance	30,000.00	-	-	30,000.00	7,180.00	22,820.00	23.93%
001-0900-522-46	Repair & Maintenance	150,000.00	(15,000.00)	-	135,000.00	87,491.13	47,508.87	64.81%
001-0900-522-48	PR / Advertising	2,500.00	-	-	2,500.00	-	2,500.00	0.00%
001-0900-522-49	Other Expenses	2,500.00	-	-	2,500.00	928.76	1,571.24	37.15%
001-0900-522-51	Office Supplies & Expenses	8,000.00	-	-	8,000.00	2,262.22	5,737.78	28.28%
001-0900-522-52	Operating Supplies	300,000.00	-	(3,700.00)	296,300.00	137,156.60	159,143.40	46.29%
001-0900-522-54	Dues & Subscriptions	41,000.00	-	3,700.00	44,700.00	44,627.52	72.48	99.84%
001-0900-522-55	Training	15,000.00	15,000.00	-	30,000.00	20,890.00	9,110.00	69.63%
		5,840,000.00	-	-	5,840,000.00	3,791,934.80	2,048,065.20	64.93%
<u>Code Compliance</u>								
001-1100-524-12	Regular Salaries & Wages	122,800.00	-	-	122,800.00	78,011.23	44,788.77	63.53%
001-1100-524-14	Overtime	7,500.00	-	-	7,500.00	2,422.76	5,077.24	32.30%
001-1100-524-21	Payroll Taxes	10,000.00	-	-	10,000.00	5,886.55	4,113.45	58.87%
001-1100-524-22	Retirement Contributions	15,900.00	-	-	15,900.00	8,407.29	7,492.71	52.88%
001-1100-524-23	Employee Insurance Premiums	21,500.00	-	-	21,500.00	10,969.86	10,530.14	51.02%
001-1100-524-31	Professional Services	17,500.00	-	-	17,500.00	6,287.00	11,213.00	35.93%
	<i>Billing, Cochran, Lyles, et. al. (Code Magistrate)</i>	<i>16,500.00</i>	<i>-</i>	<i>-</i>	<i>16,500.00</i>	<i>5,655.00</i>		
	<i>Monroe Cty Clerk of Courts (recordings)</i>	<i>1,000.00</i>	<i>-</i>	<i>-</i>	<i>1,000.00</i>	<i>632.00</i>		
001-1100-524-40	Travel & Per Diem	4,000.00	-	-	4,000.00	220.68	3,779.32	5.52%
001-1100-524-41	Communications	7,000.00	-	-	7,000.00	2,576.70	4,423.30	36.81%
001-1100-524-42	Freight & Postage	5,000.00	-	-	5,000.00	2,010.82	2,989.18	40.22%
001-1100-524-46	Repair & Maintenance	2,500.00	-	2,500.00	5,000.00	4,545.11	454.89	90.90%
001-1100-524-51	Office Supplies	2,500.00	-	-	2,500.00	1,992.76	507.24	79.71%
001-1100-524-52	Operating Supplies	5,000.00	-	-	5,000.00	3,680.94	1,319.06	73.62%
001-1100-524-54	Dues & Subscriptions	33,000.00	-	(2,500.00)	30,500.00	25,120.36	5,379.64	82.36%
001-1100-524-55	Training	4,000.00	-	-	4,000.00	1,215.00	2,785.00	30.38%
		258,200.00	-	-	258,200.00	153,347.06	104,852.94	59.39%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
<u>Public Works - Roadway Maintenance</u>								
001-1200-541-12	Regular Salaries & Wages	727,900.00	-	-	727,900.00	421,843.13 *	306,056.87	57.95%
001-1200-541-14	Overtime	20,000.00	-	-	20,000.00	8,875.05 *	11,124.95	44.38%
001-1200-541-21	Payroll Taxes	57,400.00	-	-	57,400.00	32,697.59 *	24,702.41	56.96%
001-1200-541-22	Retirement Contributions	87,900.00	-	-	87,900.00	48,667.12 *	39,232.88	55.37%
001-1200-541-23	Life & Health Insurance	150,500.00	-	-	150,500.00	57,243.58 *	93,256.42	38.04%
001-1200-541-40	Travel & Per Diem	3,500.00	-	-	3,500.00	162.94 *	3,337.06	4.66%
001-1200-541-41	Communications	22,000.00	-	-	22,000.00	11,666.24 *	10,333.76	53.03%
001-1200-541-43	Utilities	103,000.00	-	-	103,000.00	49,559.44 *	53,440.56	48.12%
001-1200-541-44	Rentals & Leases	10,000.00	-	-	10,000.00	5,102.60 *	4,897.40	51.03%
001-1200-541-46	Repair & Maintenance	340,000.00	-	(50,000.00)	290,000.00	77,280.32	212,719.68	26.65%
	<i>Lower Mat Culvert Project</i>	<i>50,000.00</i>	<i>-</i>	<i>(50,000.00)</i>	<i>-</i>	<i>Exp to 300-1200-538-64</i>		
	<i>Fla Keys Aeration Canal Project R&M</i>	<i>15,000.00</i>	<i>-</i>	<i>-</i>	<i>15,000.00</i>	<i>3,864.50</i>		
	<i>Invasive Plant Removal (Stantec)</i>	<i>21,000.00</i>	<i>-</i>	<i>-</i>	<i>21,000.00</i>	<i>3,750.00</i>		
	<i>Village Hall - seal joints & repaint</i>	<i>200,000.00</i>	<i>-</i>	<i>-</i>	<i>200,000.00</i>	<i>-</i>		
	<i>Island Pride Cleaning Service</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>8,750.00</i>		
	<i>Other Regular R&M</i>	<i>54,000.00</i>	<i>-</i>	<i>-</i>	<i>54,000.00</i>	<i>60,915.82 *</i>		
001-1200-541-51	Office Supplies	3,000.00	-	-	3,000.00	1,164.79 *	1,835.21	38.83%
001-1200-541-52	Operating Supplies	175,000.00	-	(100.00)	174,900.00	106,897.84 *	68,002.16	61.12%
001-1200-541-54	Dues & Subscriptions	1,600.00	-	100.00	1,700.00	1,603.50 *	96.50	94.32%
001-1200-541-55	Training	2,500.00	-	-	2,500.00	285.00 *	2,215.00	11.40%
001-1200-541-99	Allocation to Transportation Fund	(921,900.00)	-	-	(921,900.00)	(524,345.02) *	(397,554.98)	56.88%
		782,400.00	-	(50,000.00)	732,400.00	298,704.12	433,695.88	40.78%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
<u>Public Works - Fills</u>								
001-1201-541-12	Regular Salaries & Wages	38,300.00	-	-	38,300.00	24,403.70	13,896.30	63.72%
001-1201-541-14	Overtime	100,000.00	-	-	100,000.00	71,132.86	28,867.14	71.13%
001-1201-541-21	Payroll Taxes	19,500.00	-	-	19,500.00	7,240.59	12,259.41	37.13%
001-1201-541-22	Retirement Contributions	24,700.00	-	-	24,700.00	2,563.38	22,136.62	10.38%
001-1201-541-23	Employee Insurance Premiums	9,500.00	-	-	9,500.00	2,046.91	7,453.09	21.55%
001-1200-541-44	Rentals & Leases	7,500.00	-	-	7,500.00	2,710.00	4,790.00	36.13%
001-1200-541-52	Operating Supplies	5,000.00	-	-	5,000.00	-	5,000.00	0.00%
		204,500.00		-	204,500.00	110,097.44	94,402.56	53.84%
<u>Parks & Recreation</u>								
001-1300-572-12	Regular Salaries & Wages	750,900.00	-	-	750,900.00	498,718.49	252,181.51	66.42%
001-1300-572-13	Other Salaries & Wages	209,400.00	-	-	209,400.00	63,726.56	145,673.44	30.43%
001-1300-572-14	Overtime	40,000.00	-	-	40,000.00	27,241.81	12,758.19	68.10%
001-1300-572-21	Payroll Taxes	76,600.00	-	-	76,600.00	45,551.45	31,048.55	59.47%
001-1300-572-22	Retirement Contributions	99,000.00	-	-	99,000.00	40,036.12	58,963.88	40.44%
001-1300-572-23	Employee Insurance Premiums	147,800.00	-	-	147,800.00	106,463.26	41,336.74	72.03%
001-1300-572-31	Professional Services	337,500.00	-	-	337,500.00	221,480.40	116,019.60	65.62%
	Swimming	40,000.00	-	-	40,000.00	32,421.15		
	Synchronized Swimming	7,500.00	-	-	7,500.00	4,104.00		
	Tennis	165,000.00	-	-	165,000.00	125,496.00		
	Fitness	27,000.00	-	-	27,000.00	20,817.00		
	Diving	10,000.00	-	-	10,000.00	6,707.25		
	Freediving	5,000.00	-	-	5,000.00	4,182.30		
	Water Aerobics	18,000.00	-	-	18,000.00	14,294.70		
	Pool Rehab Consultant	50,000.00	-	-	50,000.00	-		
	Other / Misc	15,000.00	-	-	15,000.00	13,458.00		
001-1300-572-40	Travel & Per Diem	1,000.00	500.00	-	1,500.00	1,246.53	253.47	83.10%
001-1300-572-41	Communications	25,000.00	-	1,500.00	26,500.00	26,337.56	162.44	99.39%
001-1300-572-42	Freight & Postage	-	500.00	-	500.00	58.83	441.17	11.77%
001-1300-572-43	Utilities	300,000.00	-	-	300,000.00	211,473.94	88,526.06	70.49%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
001-1300-572-44	Rentals & Leases	-	500.00	500.00	1,000.00	521.65	478.35	52.17%
001-1300-572-46	Repair & Maintenance	100,000.00	-	-	100,000.00	47,128.66	52,871.34	47.13%
001-1300-572-48	PR / Advertising	3,000.00	-	2,000.00	5,000.00	4,742.40	257.60	94.85%
001-1300-572-49	Other Expenses	-	500.00		500.00	173.20	326.80	34.64%
001-1300-572-51	Office Supplies & Expenses	5,000.00	-		5,000.00	3,631.65	1,368.35	72.63%
001-1300-572-52	Operating Supplies	190,000.00	(2,000.00)	(4,000.00)	184,000.00	111,853.13	72,146.87	60.79%
001-1300-572-54	Dues & Subscriptions	3,000.00	-	-	3,000.00	2,071.12	928.88	69.04%
001-1300-572-55	Training	3,000.00	-	-	3,000.00	1,886.00	1,114.00	62.87%
001-1300-574-49	Special Events	40,000.00	-	-	40,000.00	24,222.74	15,777.26	60.56%
		2,331,200.00	-	-	2,331,200.00	1,438,565.50	892,634.50	61.71%
Transfers Out								
001-9000-581-01	Transfer to Transportation Fund (103)	1,015,300.00		-	1,015,300.00	634,875.21	380,424.79	62.53%
001-9000-581-06	Transfer to Debt Service Fund (200)	304,300.00		-	304,300.00	292,021.62	12,278.38	95.97%
001-9000-581-08	Transfer to Capital Projects Fund (300)	180,700.00	-	-	180,700.00	46,396.00	134,304.00	25.68%
	General Purchases	130,700.00		-	130,700.00	-		
	Landscape Mitigation	50,000.00		-	50,000.00	46,396.00		
Total Expenditures		1,500,300.00	-	-	1,500,300.00	973,292.83	527,007.17	64.87%
		19,314,400.00	150,000.00	(13,800.00)	19,450,600.00	11,799,838.23	7,650,799.27	60.67%
REVENUES OVER/(UNDER) EXPENDITURES		601,200.00	(130,200.00)	579,100.00	1,050,100.00	6,424,822.70		
Addition to / (Use of) Fund Balance						0.00		
Fund Balance - Ending, 9/30/2023 (Projected)								
001-280-000	Fund Bal - Nonspendable	172,300.00	90,300.00	-	262,600.00	167,339.91		
001-281-001	Fund Bal - Restricted - MCSO Training	75,400.00	(1,000.00)	(3,000.00)	71,400.00	69,219.44		
001-282-002	Fund Bal - Committed - Landscape Mitigation	821,100.00	(12,500.00)	-	808,600.00	787,455.35		
001-283-000	Fund Bal - Assigned - Hurricane Response	-	-	7,174,600.00	7,174,600.00	4,719,935.29		
001-284-000	Fund Bal - Unassigned	11,704,500.00	(874,200.00)	(6,592,500.00)	4,237,800.00	12,185,290.58		
		12,773,300.00	(797,400.00)	579,100.00	12,555,000.00	17,929,240.57		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 101 - Impact Fee Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
101-282-000	Fund Bal - Committed - Transportation Imp Fees	626,100.00	1,200.00	-	627,300.00	627,345.15		
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	453,200.00	19,600.00	-	472,800.00	472,840.06		
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	1,202,600.00	68,500.00	-	1,271,100.00	1,271,011.34		
		2,281,900.00	89,300.00	-	2,371,200.00	2,371,196.55		
Revenues								
101-324-110	Impact Fees - Fire Rescue - Residential	40,000.00	-	-	40,000.00	22,737.83	(17,262.17)	56.84%
101-324-120	Impact Fees - Fire Rescue - Commercial	-	8,300.00	-	8,300.00	8,218.16	(81.84)	99.01%
101-324-310	Impact Fees - Transportation - Residential	50,000.00	-	-	50,000.00	30,644.72	(19,355.28)	61.29%
101-324-320	Impact Fees - Transportation - Commercial	-	11,000.00	-	11,000.00	10,786.34	(213.66)	98.06%
101-324-610	Impact Fees - Parks & Recreation - Residential	200,000.00	-	-	200,000.00	108,926.86	(91,073.14)	54.46%
101-324-620	Impact Fees - Parks & Recreation - Commercial	-	39,800.00	-	39,800.00	39,806.71	6.71	100.02%
101-361-000	Interest Revenue	15,000.00	-	-	15,000.00	19,224.42	4,224.42	128.16%
Total Revenues		305,000.00	59,100.00	-	364,100.00	240,345.04	(123,754.96)	66.01%
Expenditures								
101-9000-581-91	Transfer to Cap Proj Fund	745,000.00	-	-	745,000.00	245,155.42	499,844.58	32.91%
	<i>Fire (Storage Building)</i>	<i>220,000.00</i>	<i>-</i>	<i>-</i>	<i>220,000.00</i>	<i>7,750.00</i>		
	<i>Fire (Hydrants)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>14,764.81</i>		
	<i>Parks & Rec (GTH Improvements)</i>	<i>325,000.00</i>	<i>-</i>	<i>-</i>	<i>325,000.00</i>	<i>36,789.34</i>		
	<i>Parks & Rec (KTCP Boardwalk)</i>	<i>125,000.00</i>	<i>-</i>	<i>-</i>	<i>125,000.00</i>	<i>110,111.27</i>		
	<i>Parks & Rec (Plantation Tropical Preserve)</i>	<i>75,000.00</i>	<i>-</i>	<i>-</i>	<i>75,000.00</i>	<i>75,740.00</i>		
Total Expenditures		745,000.00	-	-	745,000.00	245,155.42	499,844.58	32.91%
REVENUES OVER/(UNDER) EXPENDITURES		(440,000.00)	59,100.00	-	(380,900.00)	(4,810.38)		
<i>Addition to / (Use of) Fund Balance</i>						-		
Fund Balance - Ending, 9/30/2023 (Projected)								
101-282-000	Fund Bal - Committed - Transportation Imp Fees	676,100.00	12,200.00	-	688,300.00	668,776.21		
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	273,200.00	27,900.00	-	301,100.00	496,046.05		
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	892,600.00	108,300.00	-	1,000,900.00	1,216,328.72		
		1,841,900.00	148,400.00	-	1,990,300.00	2,381,150.98		
		<i>1,841,900.00</i>	<i>148,400.00</i>	<i>-</i>	<i>1,990,300.00</i>	<i>2,366,386.17</i>		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 102 - Solid Waste Fund		BUDGET				FY 22-23 ACTUALS (Unaudited) as of 5/31/2023	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
Fund Balance - Beginning, 10/1/2022								
102-282-000	Fund Bal - Committed	40,000.00	(16,000.00)	-	24,000.00	24,077.48		
		<u>40,000.00</u>	<u>(16,000.00)</u>	<u>-</u>	<u>24,000.00</u>	<u>24,077.48</u>		
Revenues								
102-325-101	Assessment Revenue	2,062,800.00	-	-	2,062,800.00	2,020,837.66	(41,962.34)	97.97%
102-361-000	Interest Revenue	1,500.00	-	5,000.00	6,500.00	4,960.78	(1,539.22)	76.32%
	Total Revenues	<u>2,064,300.00</u>	<u>-</u>	<u>5,000.00</u>	<u>2,069,300.00</u>	<u>2,025,798.44</u>	<u>(43,501.56)</u>	<u>97.90%</u>
Expenditures								
102-1200-534-12	Regular Salaries & Wages	13,500.00	-	-	13,500.00	8,512.32	4,987.68	63.05%
102-1200-534-21	Payroll Taxes	1,100.00	-	-	1,100.00	701.18	398.82	63.74%
102-1200-534-22	Retirement Contributions	1,700.00	-	-	1,700.00	937.31	762.69	55.14%
102-1200-534-23	Employee Insurance Premiums	1,000.00	-	-	1,000.00	721.00	279.00	72.10%
102-1200-534-24	Workers' Comp Insurance	500.00	-	-	500.00	173.04	326.96	34.61%
102-1200-534-31	Professional Services	10,000.00	-	-	10,000.00	-	10,000.00	0.00%
102-1200-534-43	Solid Waste (Utility) Services	2,034,700.00	-	-	2,034,700.00	1,183,210.00	851,490.00	58.15%
	Residential Services	1,982,600.00	-	-	1,982,600.00	1,151,312.40		
	Quarterly Hazardous Waste Events	32,100.00	-	-	32,100.00	18,268.72		
	Special Pick-ups	20,000.00	-	-	20,000.00	13,628.88		
1021200-534-45	Insurance	500.00	-	-	500.00	166.20	333.80	33.24%
102-1200-534-48	Legal Advertisements	500.00	-	-	500.00	-	500.00	0.00%
	Total Expenditures	<u>2,063,500.00</u>	<u>-</u>	<u>-</u>	<u>2,063,500.00</u>	<u>1,194,421.05</u>	<u>869,078.95</u>	<u>57.88%</u>
REVENUES OVER/(UNDER) EXPENDITURES		800.00	-	5,000.00	5,800.00	831,377.39		
Addition to / (Use of) Fund Balance						-		
Fund Balance - Ending, 9/30/2023 (Projected)								
102-282-000	Fund Bal - Committed	40,800.00	(16,000.00)	5,000.00	29,800.00	855,454.87		
		<u>40,800.00</u>	<u>(16,000.00)</u>	<u>5,000.00</u>	<u>29,800.00</u>	<u>855,454.87</u>		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 103 - Transportation Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
103-281-001	Fund Bal - Restricted	-	89,600.00	-	89,600.00	89,550.75		
		-	89,600.00	-	89,600.00	89,550.75		
Revenues								
103-312-410	1st Local Option Fuel Tax	294,500.00	-	-	294,500.00	153,601.11	(140,898.89)	52.16%
103-312-420	2nd Local Option Fuel Tax	234,700.00	-	-	234,700.00	122,639.22	(112,060.78)	52.25%
103-334-420	FDOT Maintenance Contract	65,000.00	-	-	65,000.00	16,411.00	(48,589.00)	25.25%
103-335-120	State Revenue Sharing - Municipal Fuel	475,600.00	-	-	475,600.00	261,485.99	(214,114.01)	54.98%
103-338-000	MoCo ILA-Supplemental Gas Tax	22,200.00	-	-	22,200.00	11,118.00	(11,082.00)	50.08%
103-361-000	Interest Revenue	-	-	-	-	112.51	112.51	
103-381-001	Transfer from General Fund (Half Cent Sales Tax)	1,015,300.00	-	-	1,015,300.00	634,875.21	(380,424.79)	62.53%
	Total Revenues	2,107,300.00	-	-	2,107,300.00	1,200,243.04	(526,744.68)	56.96%
Expenditures								
103-1200-541-01	Freebee Ridesharing Services	351,600.00	-	-	351,600.00	228,336.00	123,264.00	64.94%
103-1200-541-02	Road Micro-sealing	250,000.00	-	-	250,000.00	-	250,000.00	0.00%
103-1200-541-03	Pavement Conditions Assessment	60,000.00	-	-	60,000.00	12,726.30	47,273.70	21.21%
103-1200-541-99	Public Works Roadways Allocation	921,900.00	-	-	921,900.00	524,345.02	397,554.98	56.88%
		1,583,500.00	-	-	1,583,500.00	765,407.32	818,092.68	48.34%
103-1200-581-01	Transfer to Govtl DS Fund	523,800.00	-	-	523,800.00	524,273.96	(473.96)	100.09%
	Total Expenditures	2,107,300.00	-	-	2,107,300.00	1,289,681.28	817,618.72	61.20%
REVENUES OVER/(UNDER) EXPENDITURES		-	-	-	-	(89,438.24)		
Addition to / (Use of) Fund Balance						(0.00)		
Fund Balance - Ending, 9/30/2023 (Projected)								
103-281-001	Fund Bal - Restricted	-	89,600.00	-	89,600.00	112.51		
		-	89,600.00	-	89,600.00	112.51		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 104 - Affordable Housing Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
104-282-000	Fund Bal - Committed	1,018,600.00	76,500.00	-	1,095,100.00	1,095,056.79		
		<u>1,018,600.00</u>	<u>76,500.00</u>	<u>-</u>	<u>1,095,100.00</u>	<u>1,095,056.79</u>		
Revenues								
104-324-410	Impact Fees - Affordable Housing - Residential	100,000.00	-	-	100,000.00	65,563.04	(34,436.96)	65.56%
104-324-420	Impact Fees - Affordable Housing - Commercial	-	-	5,000.00	5,000.00	4,465.84	(534.16)	89.32%
104-361-000	Interest Revenue	2,000.00	-	9,600.00	11,600.00	11,553.53	(46.47)	99.60%
104-383-001	Aff Hsng Lease Proceeds	5,000.00	-	-	5,000.00	-	(5,000.00)	0.00%
Total Revenues		<u>107,000.00</u>	<u>-</u>	<u>14,600.00</u>	<u>121,600.00</u>	<u>81,582.41</u>	<u>(40,017.59)</u>	<u>67.09%</u>
Expenditures								
104-0000-554-31	Professional Services	30,000.00	-	-	30,000.00	8,500.00	21,500.00	28.33%
104-0000-554-83	Grants & Aid to Private Citizens	30,000.00	-	20,000.00	50,000.00	50,000.00	-	100.00%
		60,000.00	-	20,000.00	80,000.00	58,500.00	21,500.00	73.13%
104-0600-581-00	Transfer Out	5,000.00	-	-	5,000.00	-	5,000.00	0.00%
Total Expenditures		<u>65,000.00</u>	<u>-</u>	<u>20,000.00</u>	<u>85,000.00</u>	<u>58,500.00</u>	<u>26,500.00</u>	<u>68.82%</u>
REVENUES OVER/(UNDER) EXPENDITURES		<u>42,000.00</u>	<u>-</u>	<u>(5,400.00)</u>	<u>36,600.00</u>	<u>23,082.41</u>		
Addition to / (Use of) Fund Balance						(0.00)		
Fund Balance - Ending, 9/30/2022 (Projected)								
104-282-000	Fund Bal - Committed	1,060,600.00	76,500.00	(5,400.00)	1,131,700.00	1,118,139.20		
		<u>1,060,600.00</u>	<u>76,500.00</u>	<u>(5,400.00)</u>	<u>1,131,700.00</u>	<u>1,118,139.20</u>		
		1,060,600.00	76,500.00	(5,400.00)	1,131,700.00	1,118,139.20		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund 107 - Building Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
107-281-000	Fund Bal - Restricted - Other Bldg Activities	261,400.00	298,000.00	-	559,400.00	559,192.21		
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	232,000.00	1,600.00	-	233,600.00	233,562.11		
		493,400.00	299,600.00	-	793,000.00	792,754.32		
Revenues								
107-316-000	Contractor Registration Fees	20,000.00	-	-	20,000.00	14,511.00	(5,489.00)	72.56%
107-322-000	Building Permit Fees	1,600,000.00	-	-	1,600,000.00	1,105,097.86	(494,902.14)	69.07%
107-361-000	Interest Revenue	1,000.00	-	6,400.00	7,400.00	7,369.47	(30.53)	99.59%
Total Revenues		1,621,000.00	-	6,400.00	1,627,400.00	1,126,978.33	(500,421.67)	69.25%
Expenditures								
107-1000-524-12	Regular Salaries & Wages	687,400.00	-	-	687,400.00	439,949.25	247,450.75	64.00%
107-1000-524-14	Overtime	25,000.00	-	-	25,000.00	15,370.67	9,629.33	61.48%
107-1000-524-21	Payroll Taxes	54,500.00	-	-	54,500.00	34,336.76	20,163.24	63.00%
107-1000-524-22	Retirement Plan Contributions	87,000.00	-	-	87,000.00	50,459.88	36,540.12	58.00%
107-1000-524-23	Employee Insurance Benefits	87,200.00	-	-	87,200.00	35,468.23	51,731.77	40.67%
107-1000-524-24	Workers' Compensation	15,000.00	-	-	15,000.00	8,860.09	6,139.91	59.07%
107-1000-524-31	Professional Services	487,500.00	-	-	487,500.00	264,972.04	222,527.96	54.35%
	Harris Computers	2,500.00	-	-	2,500.00	-		
	M T Causley / All Aspects (Insptns & Plans Rvw)	450,000.00	-	-	450,000.00	252,345.00		
	DBPR (Fees to State)	30,000.00	-	-	30,000.00	12,239.00		
	Misc / Other	5,000.00	-	-	5,000.00	388.04		
107-1000-524-40	Travel & Per Diem	5,000.00	-	-	5,000.00	1,950.82	3,049.18	39.02%
107-1000-524-41	Communications	6,500.00	-	-	6,500.00	3,557.02	2,942.98	54.72%
107-1000-524-42	Freight & Postage	1,000.00	-	-	1,000.00	10.68	989.32	1.07%
107-1000-524-45	Insurance	15,000.00	-	-	15,000.00	9,103.02	5,896.98	60.69%
107-1000-524-46	Repair & Maintenance	5,000.00	-	-	5,000.00	2,836.72	2,163.28	56.73%
107-1000-524-48	PR / Advertising	500.00	-	-	500.00	-	500.00	
107-1000-524-51	Office Supplies & Other Expenses	8,000.00	-	-	8,000.00	2,991.72	5,008.28	37.40%
107-1000-524-52	Operating Supplies	10,000.00	-	-	10,000.00	2,808.26	7,191.74	28.08%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund 107 - Building Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
107-1000-524-54	Dues & Subscriptions	40,200.00	-	1,000.00	41,200.00	41,138.17	61.83	99.85%
107-1000-524-55	Training	5,000.00	-	(1,000.00)	4,000.00	1,148.50	2,851.50	28.71%
107-9000-581-01	Transfer to General Fund	84,000.00	-	-	84,000.00	56,000.00	28,000.00	66.67%
Total Expenditures		1,623,800.00	-	-	1,623,800.00	970,961.83	652,838.17	59.80%
REVENUES OVER/(UNDER) EXPENDITURES		(2,800.00)	-	6,400.00	3,600.00	156,016.50		
<i>Addition to / (Use of) Fund Balance</i>						-		
Fund Balance - Ending, 9/30/2023 (Projected)								
107-281-000	Fund Bal - Restricted - Other Bldg Activities	238,600.00	298,000.00	6,400.00	542,000.00	685,208.71		
107-282-000	Fund Bal - Committed - Fla Bldg Code Enf	252,000.00	1,600.00	-	254,600.00	263,562.11		
		490,600.00	299,600.00	6,400.00	796,600.00	948,770.82		
		490,600.00	299,600.00	6,400.00	796,600.00	948,770.82		

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 200 - Debt Service Fund		BUDGET				FY 22-23 ACTUALS (Unaudited) as of 5/31/2023	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
Revenues								
200-381-002	Transfer from Transportation Fund	523,800.00	-	-	523,800.00	524,273.96	473.96	100.09%
200-381-003	Transfer from General Fund	304,300.00	-	-	304,300.00	292,021.62	(12,278.38)	95.97%
Total Revenues		828,100.00	-	-	828,100.00	816,295.58	(11,804.42)	98.57%
Expenditures								
200-0500-517-71	Principal	691,800.00	-	-	691,800.00	691,503.10	296.90	99.96%
	2013 Paving Loan	276,800.00	-	-	276,800.00	415,000.00		
	2012 Refunding of Series 2007	415,000.00	-	-	415,000.00	276,503.10		
200-0500-517-72	Interest	136,300.00	-	-	136,300.00	124,792.48	11,507.52	91.56%
	2013 Paving Loan	108,800.00	-	-	108,800.00	109,273.96		
	2012 Refunding of Series 2007	27,500.00	-	-	27,500.00	15,518.52		
Total Expenditures		828,100.00	-	-	828,100.00	816,295.58	11,804.42	98.57%
REVENUES OVER/(UNDER) EXPENDITURES		-	-	-	-	-		
Addition to / (Use of) Fund Balance								

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2022								
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	2,715,300.00	75,500.00	(10,000.00)	2,780,800.00	2,780,760.08		
300-283-000	Fund Bal - Assigned	3,880,500.00	-	-	3,880,500.00	3,880,500.00		
		6,595,800.00	75,500.00	(10,000.00)	6,661,300.00	6,661,260.08		
Revenues								
300-312-600	Local Govt Discretionary Sales Surtax	\$ 3,447,900.00	\$ -	\$ -	\$ 3,447,900.00	\$ 2,053,971.63	(1,393,928.37)	59.57%
	90% for Capital / Infrastructure Purposes	3,103,110.00	-	-	3,103,110.00	1,848,574.47		
	10% Limit for General Purposes	344,790.00	-	-	344,790.00	205,397.16		
300-334-701	FDEP - Rec Trails Pgm Grant (KTCP)	200,000.00	-	-	200,000.00	-	(200,000.00)	0.00%
300-337-701	TDC Bricks & Mortar Grant	615,500.00	-	-	615,500.00	19,500.00	(596,000.00)	3.17%
	Bathroom @ KTCP	100,000.00	-	-	100,000.00	-		
	Dog Park Improvements - Phase 1	200,000.00	-	-	200,000.00	-		
	Founders Park Beach Restroom Project	19,500.00	-	-	19,500.00	19,500.00		
	Library Beach Playground	246,000.00	-	-	246,000.00	-		
	Tennis Court Resurfacing	50,000.00	-	-	50,000.00	-		
300-361-100	Interest	10,000.00	-	43,000.00	53,000.00	53,227.30	227.30	100.43%
300-369-000	Miscellaneous Revenue	-	198,400.00	-	198,400.00	198,394.00	(6.00)	100.00%
300-381-000	Transfer from General Fund (001)	180,700.00	-	-	180,700.00	46,396.00	(134,304.00)	25.68%
	General Fund for General Capital Purchases	130,700.00	-	-	130,700.00	-		
	Landscape Mitigation (from General Fund)	50,000.00	-	-	50,000.00	46,396.00		
300-381-101	Transfer from Impact Fee Fund	745,000.00	-	-	745,000.00	245,155.42	(499,844.58)	32.91%
	Fire (Storage Building)	220,000.00	-	-	220,000.00	7,750.00		
	Fire (Hydrants)	-	-	-	-	14,764.81		
	Parks & Rec (GTH Improvements)	325,000.00	-	-	325,000.00	36,789.34		
	Parks & Rec (KTCP Boardwalk)	125,000.00	-	-	125,000.00	110,111.27		
	Parks & Rec (Plantation Tropical Preserve)	75,000.00	-	-	75,000.00	75,740.00		
300-388-200	Insurance Proceeds	-	-	5,000.00	5,000.00	4,510.86	(489.14)	90.22%
Total Revenues		5,199,100.00	198,400.00	48,000.00	5,445,500.00	2,621,155.21	(2,824,344.79)	48.13%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
as of 5/31/2023						Favorable / (Unfavorable)	Benchmark = 66.7%	
Expenditures								
Village Manager								
300-0300-512-66	Canal Project - #115/116 (back-filling)	850,000.00	-	-	850,000.00	6,359.22	843,640.78	0.75%
300-0300-512-67	Canal Project - #114 (injection well)	250,000.00	-	30,000.00	280,000.00	278,210.09	1,789.91	99.36%
300-0300-512-68	Canal Project - #147 (back filling)	70,000.00	-	-	70,000.00	-	70,000.00	0.00%
Planning								
300-0600-515-64	Land Acquisition	-	188,000.00	-	188,000.00	187,894.00	106.00	99.94%
IT & Communications								
300-0700-519-64	Capital Outlay - IT & Communications	50,000.00	-	-	50,000.00	8,669.50	41,330.50	17.34%
Local Law Enforcement (MCSO)								
300-0800-521-31	Prof Svcs - Local Law Enf (Vehicle Amortization)	145,000.00	-	-	145,000.00	96,112.64	48,887.36	66.28%
Fire Rescue								
300-0900-522-61	Saferoom & Floodproofing (HMGP Grant)	500,000.00	-	-	500,000.00	80,627.87	419,372.13	16.13%
300-0900-522-62	Storage Building for Portable Generators	220,000.00	-	-	220,000.00	7,750.00	212,250.00	3.52%
300-0900-522-63	Critical Power (HMGP Grant)	440,000.00	-	-	440,000.00	2,850.00	437,150.00	0.65%
300-0900-522-64	Capital Outlay - Fire Rescue	1,460,000.00	56,000.00	-	1,516,000.00	1,072,646.00	443,354.00	70.76%
	2022 75' Sutphen Ladder Truck	1,010,000.00	-	-	1,010,000.00	1,017,055.00		
	2023 Rescue	450,000.00	-	-	450,000.00	-		
	2021 Ford Transit Van (FY 21-22)	-	56,000.00	-	56,000.00	55,591.00		
300-0900-522-68	New Fire Hydrants	-	15,000.00	-	15,000.00	14,764.81	235.19	98.43%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
<u>Public Works</u>								
300-1200-538-64	Lower Mat Culvert Project	-	35,000.00		35,000.00	24,723.60	10,276.40	70.64%
300-1200-541-62	KTCP Boardwalk	325,000.00	-	-	325,000.00	110,111.27	214,888.73	33.88%
300-1200-541-64	Capital Outlay - Public Works	1,115,000.00	-	-	1,115,000.00	269,144.41	845,855.59	24.14%
	2022 Freightliner Dump Truck	135,000.00	-	-	135,000.00	125,865.00		
	2023 Chevy 2500 CC Pickup (2)	94,000.00	-	-	94,000.00	-		
	7' x 16' Box Trailer	16,500.00	-	-	16,500.00	18,273.00		
	BC1000 XL Chipper (replace 2003)	60,000.00	-	-	60,000.00	56,864.85		
	Bus Shelter Study	173,000.00	-	-	173,000.00	20,650.31		
	Feasibility Study - Chambers & PW Facility	500,000.00	-	-	500,000.00	-		
	LIDAR Data Project (Monroe Cty)	90,000.00	-	-	90,000.00	21,733.25		
	Mule	18,500.00	-	-	18,500.00	-		
	Scag 61 Toro Mowers (2)	28,000.00	-	-	28,000.00	25,758.00		
300-1200-541-65	Morada Way Lighting Project (from fund balance PY)	-	-	127,500.00	127,500.00	127,321.00	179.00	99.86%
300-1200-541-66	Landscaping Projects	50,000.00	-	-	50,000.00	46,396.00	3,604.00	92.79%
300-1200-541-67	Green Turtle Hammock Improvements	325,000.00	-	-	325,000.00	36,789.34	288,210.66	11.32%
300-1300-572-68	146 Sunshine (PTP Entrance)	75,000.00	-	1,000.00	76,000.00	75,740.00	260.00	99.66%
300-130-572-69	Library Beach Playground Project	246,000.00	-	-	246,000.00	-	246,000.00	0.00%
<u>Parks & Recreation</u>								
300-1300-572-63	Dog Park Improvements	225,000.00	-	-	225,000.00	124,696.51	100,303.49	55.42%
300-1300-572-64	Capital Outlay - Parks & Recreation	93,000.00	-	-	93,000.00	54,280.55	38,719.45	58.37%
	Founders Park Beach Restroom Project	19,500.00	-	-	19,500.00	-		
	Great Lawn Irrigation System	-	-	-	-	5,747.50		
	Garden Verti-Cutter 16"	13,000.00	-	-	13,000.00	14,475.75		
	John Deer Gator / Club Car	15,500.00	-	-	15,500.00	-		
	Pool Heat Pumps	30,000.00	-	-	30,000.00	21,549.10		
	SCAG Mower	15,000.00	-	-	15,000.00	12,508.20		
300-1200-541-66	Tennis Complex Improvements	84,500.00	-	-	84,500.00	29,030.00	55,470.00	34.36%
300-1200-541-67	Solar Lighting Replacement Project	350,000.00	-	-	350,000.00	-	350,000.00	0.00%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
<u>Transfers Out</u>								
300-9000-581-93	Transfer to Wastewater Ent (402) Fund	1,000,000.00	-	-	1,000,000.00	-	1,000,000.00	0.00%
Total Expenditures		7,873,500.00	294,000.00	159,500.00	8,648,000.00	2,654,116.81	5,917,908.00	30.69%
REVENUES OVER/(UNDER) EXPENDITURES		(2,674,400.00)	(95,600.00)	(111,500.00)	(3,202,500.00)	(32,961.60)		
<i>Addition to / (Use of) Fund Balance</i>						-		
Fund Balance - Ending, 9/30/2023 (Projected)								
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	1,200,900.00	(20,100.00)	(121,500.00)	738,300.00	2,839,026.35		
300-283-000	Fund Bal - Assigned	2,720,500.00	-	-	2,720,500.00	3,789,272.13		
		3,921,400.00	(20,100.00)	(121,500.00)	3,458,800.00	6,628,298.48		

Fund: 401 - Marina Enterprise Fund	BUDGET				FY 22-23 ACTUALS (Unaudited) as of 5/31/2023	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
	FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			

Net Position

401-274-000	Net Position - Investment in Capital Assets
401-276-000	Net Position - Unrestricted

3,242,330.00
1,251,969.09
4,494,299.09

CASH & CASH EQUIVALENTS, Beginning 10/1/2022

Pooled Cash - Operating Account	1,605,400.00
	<u>1,605,400.00</u>

1,451,191.59
1,451,191.59

Revenues

401-337-702	Monroe County Boating Improvement Grant	10,000.00	-	-	10,000.00	-	(10,000.00)	0.00%
401-347-501	Dock Usage Fee	1,000,000.00	-	-	1,000,000.00	559,402.55	(440,597.45)	55.94%
401-347-502	Diesel Fuel Sales	175,000.00	-	-	175,000.00	68,163.83	(106,836.17)	38.95%
401-347-503	Dock Utilities Charge	75,000.00	-	-	75,000.00	47,268.99	(27,731.01)	63.03%
401-347-504	Ramp Usage Fee	50,000.00	-	-	50,000.00	22,155.82	(27,844.18)	44.31%
401-347-505	Unleaded Fuel Sales	400,000.00	-	-	400,000.00	215,644.90	(184,355.10)	53.91%
401-347-506	Miscellaneous Revenue	12,000.00	-	-	12,000.00	4,461.14	(7,538.86)	37.18%
401-361-100	Interest	5,000.00	-	5,700.00	10,700.00	10,734.15	34.15	100.32%
Total Revenues		<u>1,727,000.00</u>	-	<u>5,700.00</u>	<u>1,732,700.00</u>	<u>927,831.38</u>	<u>(804,868.62)</u>	53.55%

Expenses

Debt Service

401-1400-517-71	Debt Service Principal	12,500.00	-	-	12,500.00	12,376.21	123.79	99.01%
401-1400-517-72	Debt Service Interest	1,300.00	-	-	1,300.00	681.17	618.83	52.40%

Personnel

401-1400-575-12	Regular Salaries & Wages	241,500.00	-	-	241,500.00	157,307.81	84,192.19	65.14%
401-1400-575-14	Overtime	10,000.00	-	-	10,000.00	7,068.65	2,931.35	70.69%
401-1400-575-21	Payroll Taxes	19,300.00	-	-	19,300.00	12,380.31	6,919.69	64.15%
401-1400-575-22	Retirement Contributions	29,000.00	-	-	29,000.00	15,641.50	13,358.50	53.94%
401-1400-575-23	Life & Health Insurance	43,000.00	-	-	43,000.00	14,030.86	28,969.14	32.63%
401-1400-575-24	Workers' Compensation	3,500.00	-	-	3,500.00	3,112.48	387.52	88.93%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 401 - Marina Enterprise Fund		BUDGET				FY 22-23 ACTUALS (Unaudited) as of 5/31/2023	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
<u>Operating</u>								
401-1400-575-31	Professional Services	5,000.00	-	-	5,000.00	375.00	4,625.00	7.50%
401-1400-575-41	Communications	7,000.00	-	4,000.00	11,000.00	10,442.71	557.29	94.93%
401-1400-575-42	Freight & Postage	-	500.00	-	500.00	233.32	266.68	46.66%
401-1400-575-43	Utilities	135,000.00	-	-	135,000.00	99,508.69	35,491.31	73.71%
401-1400-575-44	Rentals & Leases	-	1,000.00	-	1,000.00	691.85	308.15	69.19%
401-1400-575-45	Insurance	85,000.00	-	-	85,000.00	72,223.03	12,776.97	84.97%
401-1400-575-46	Repairs & Maintenance	100,000.00	(1,500.00)	(4,000.00)	94,500.00	29,278.66	65,221.34	30.98%
401-1400-575-48	PR / Advertising	25,000.00	-	-	25,000.00	18,270.00	6,730.00	73.08%
401-1400-575-49	Other Expenses	50,000.00	-	-	50,000.00	38,338.65	11,661.35	76.68%
401-1400-575-51	Office Supplies	10,000.00	-	-	10,000.00	559.90	9,440.10	5.60%
401-1400-575-52	Operating Supplies	400,000.00	-	-	400,000.00	229,654.98	170,345.02	57.41%
401-1400-575-54	Dues & Subscriptions	4,000.00	-	-	4,000.00	2,242.62	1,757.38	56.07%
<u>Capital Outlay</u>								
401-1400-575-63	Capital Outlay - Breakwater Restoration	100,000.00	-	-	100,000.00	9,502.50	90,497.50	9.50%
401-1400-575-64	Capital Outlay - Machinery & Equipment	1,000,000.00	-	-	1,000,000.00	417,960.87	582,039.13	41.80%
	Marina Office - Site Work					24,809.06		
	Deckig Replacement Project					393,151.81		
		<u>2,281,100.00</u>	-	-	<u>2,281,100.00</u>	<u>1,151,881.77</u>	<u>1,129,218.23</u>	50.50%
	REVENUES OVER/(UNDER) EXPENSES	(554,100.00)	-	5,700.00	(548,400.00)	(224,050.39)	(1,934,086.85)	
	Addition to / (Use of) Net Position					-		
CASH & CASH EQUIVALENTS, Ending 9/30/2023								
	Pooled Cash - Operating Account	1,051,300.00				1,227,141.20		
		<u>1,051,300.00</u>				<u>1,227,141.20</u>		
		1,051,300.00				1,227,141.20		

Fund: 402 - Wastewater Enterprise Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
Net Position						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
402-274-000	Net Position - Investment in Capital Assets					71,344,452.15		
402-276-000	Net Position - Unrestricted					31,526,112.98		
						102,870,565.13		
CASH & CASH EQUIVALENTS, Beginning 10/1/2022								
Pooled Cash - Operating Account		7,636,000.00				6,774,949.98		
		7,636,000.00				6,774,949.98		
Revenues								
402-325-101	NPK Assessment Principal/Payoff	200,000.00	-	-	200,000.00	19,082.08	(180,917.92)	9.54%
402-325-104	RSA Assessment Principal/Payoff	1,400,000.00	-	-	1,400,000.00	69,976.04	(1,330,023.96)	5.00%
402-325-106	Wastewater System Development Charges	50,000.00	58,000.00	-	108,000.00	232,657.29	124,657.29	215.42%
402-331-200	HMGP Grant	-	-	-	-	-	-	
402-331-350	ACOE FKWQIP Grant	-	-	1,464,500.00	1,464,500.00	-	(1,464,500.00)	0.00%
402-334-352	DEP LPA0087 Stewardship Act Grant	1,857,000.00	-	(1,500,000.00)	357,000.00	-	(357,000.00)	0.00%
402-343-501	Wastewater Service Charge	6,900,000.00	-	-	6,900,000.00	4,670,197.10	(2,229,802.90)	67.68%
402-343-502	Wastewater Infrastructure Fees	15,000.00	-	-	15,000.00	1,200.00	(13,800.00)	8.00%
402-361-100	Interest	25,000.00	-	-	25,000.00	58,640.69	33,640.69	234.56%
402-361-101	NPK Assessment Interest/Other Revenue	-	-	163,000.00	163,000.00	162,394.00	(606.00)	99.63%
402-361-102	RSA Assessment Interest/Other Revenue	-	-	1,220,000.00	1,220,000.00	1,219,654.41	(345.59)	99.97%
402-369-000	Miscellaneous Revenue	-	-	3,800.00	3,800.00	3,750.00	(50.00)	98.68%
402-381-000	Transfer from Capital Projects Fund	1,000,000.00	-	-	1,000,000.00	-	(1,000,000.00)	0.00%
Total Revenues		11,447,000.00	58,000.00	1,351,300.00	12,856,300.00	6,437,551.61	(6,418,748.39)	50.07%
Expenses								
Debt Service								
402-1500-517-71	Debt Service Principal	4,576,700.00	-	-	4,576,700.00	1,803,487.71	2,773,212.29	39.41%
402-1500-517-72	Debt Service Interest	1,783,400.00	-	-	1,783,400.00	727,926.80	1,055,473.20	40.82%
Personnel								
402-1500-535-12	Regular Salaries & Wages	466,800.00	-	-	466,800.00	281,999.67	184,800.33	60.41%
402-1500-535-14	Overtime	35,000.00	-	-	35,000.00	18,905.36	16,094.64	54.02%
402-1500-535-21	Payroll Taxes	38,400.00	-	-	38,400.00	22,138.32	16,261.68	57.65%
402-1500-535-22	Retirement Contributions	61,100.00	-	-	61,100.00	30,718.44	30,381.56	50.28%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 402 - Wastewater Enterprise Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
402-1500-535-23	Life & Health Insurance	80,700.00	-	-	80,700.00	60,270.55	20,429.45	74.68%
402-1500-535-24	Workers' Compensation	10,000.00	-	-	10,000.00	6,017.10	3,982.90	60.17%
Operating								
402-1500-535-31	Professional Services	1,837,000.00	-	-	1,837,000.00	1,054,991.51	782,008.49	57.43%
	FKAA - Billing Services	160,000.00	-	-	160,000.00	101,275.94		
	GSG - Assessment Consultant	27,000.00	-	-	27,000.00	-		
	KLWTD - Treatment Costs	1,400,000.00	-	-	1,400,000.00	805,808.53		
	Wade Trim - Engineering	150,000.00	-	-	150,000.00	94,731.40		
	Water Quality Monitoring (RES)	75,000.00	-	-	75,000.00	50,762.50		
	Other / Misc	25,000.00	-	-	25,000.00	2,413.14		
402-1500-535-40	Travel & Per Diem	5,000.00	-	-	5,000.00	556.27	4,443.73	11.13%
402-1500-535-41	Communications	10,000.00	-	-	10,000.00	5,063.99	4,936.01	50.64%
402-1500-535-42	Freight & Postage	500.00	-	-	500.00	-	500.00	0.00%
402-1500-535-43	Utilities	195,000.00	-	-	195,000.00	106,879.19	88,120.81	54.81%
402-1500-535-44	Rentals & Leases	25,000.00	4,000.00	63,000.00	92,000.00	54,897.49	37,102.51	59.67%
402-1500-535-45	Insurance	230,000.00	-	-	230,000.00	188,580.84	41,419.16	81.99%
402-1500-535-46	Repairs & Maintenance	530,000.00	(4,100.00)	371,400.00	897,300.00	209,634.40	687,665.60	23.36%
	Airvac (Vac System repairs & parts)	25,000.00	-	43,500.00	68,500.00	42,394.70		
	K B Vacuum (pump repairs)	25,000.00	-	63,700.00	88,700.00	41,000.00		
	Page Excavating	25,000.00	-	160,000.00	185,000.00	28,460.00		
	DoneRite Pumps	25,000.00	-	52,200.00	77,200.00	27,201.00		
	Estate Services Unlimited (Tank Cleaning)	-	-	22,000.00	22,000.00	21,800.00		
	F J Nugent (repair parts)	-	-	30,000.00	30,000.00	16,040.80		
	Vic's Auto Tech (vehicles repairs)					5,247.16		
	Commerce Controls (wet well repair)					4,172.00		
	AAA American Restoration (sewer leak repair)					3,794.04		
	Pat's Pump & Blower (pump truck repair)	430,000.00	(4,100.00)	-	425,900.00	3,061.87		
	A1 Powerworx (Generator Maint)					1,651.64		
	Windy Day Plumbing					1,114.87		
	Various - Other / Misc					13,696.32		
402-1500-535-48	PR / Advertising	2,000.00	-	-	2,000.00	-	2,000.00	0.00%
402-1500-535-49	Other Expenses	-	100.00	500.00	600.00	346.54	253.46	57.76%

Islamorada, Village of Islands
FY 22-23 Budget Amendment
May 31, 2023

EXHIBIT A

Fund: 402 - Wastewater Enterprise Fund		BUDGET				FY 22-23 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
						as of 5/31/2023	Favorable / (Unfavorable)	Benchmark = 66.7%
402-1500-535-51	Office Supplies	4,000.00	-	-	4,000.00	0.03	3,999.97	0.00%
402-1500-535-52	Operating Supplies	225,000.00	-	-	225,000.00	190,814.47	34,185.53	84.81%
402-1500-535-54	Dues & Subscriptions	4,000.00	-	-	4,000.00	3,718.76	281.24	92.97%
402-1500-535-55	Training	8,000.00	-	-	8,000.00	-	8,000.00	0.00%
Capital Outlay								
402-1500-535-62	SCADA (Star Controls)	500,000.00	-	-	500,000.00	35,000.00	-	7.00%
402-1500-535-63	Capital Outlay - Infrastructure	200,000.00	757,000.00	1,294,500.00	2,251,500.00	1,828,094.58	423,405.42	81.19%
	Airvac (new connections & breathers)	25,000.00	-	90,000.00	115,000.00	67,969.00		
	F J Nugent (E1 Grinder Pumps)	25,000.00	-	46,500.00	71,500.00	33,099.00		
	Page Excavating (new laterals, rings)	150,000.00	757,000.00	1,108,000.00	2,015,000.00	1,684,281.10		
	PSI Technologies (submersible pumps)	-	-	25,000.00	25,000.00	18,358.48		
	Satellite Industries (new hoses)	-	-	25,000.00	25,000.00	21,237.00		
402-1500-535-64	Capital Outlay - Machinery & Equipment	65,000.00	22,500.00	9,800.00	97,300.00	32,267.00	65,033.00	33.16%
	Cartograph Work Order/Asset Tracking	23,000.00	-	-	23,000.00	-		
	Security Camers @ Pump Stations	42,000.00	-	-	42,000.00	-		
	Overhead Crane Lifting System	-	-	9,800.00	9,800.00	9,767.00		
	Emergency Soft Starters (4)	-	22,500.00	-	22,500.00	22,500.00		
402-1500-535-65	NPK Pump Station Projects	2,000,000.00	-	(1,800,000.00)	200,000.00	46,849.68	153,150.32	23.42%
402-1500-535-66	Capital Outlay - Generator Storage Bldg.	250,000.00	-	-	250,000.00	-	250,000.00	0.00%
402-1500-535-66	Portable Gens & Floodproofing (HMGP)	585,000.00	-	-	585,000.00	3,150.00		
		13,727,600.00	779,500.00	(60,800.00)	14,446,300.00	6,712,308.70	6,687,141.30	46.46%
REVENUES OVER/(UNDER) EXPENSES		(2,280,600.00)	(721,500.00)	1,412,100.00	(1,590,000.00)	(274,757.09)		
Addition to / (Use of) Net Position						0.00		
CASH & CASH EQUIVALENTS, Ending 9/30/2023								
Pooled Cash - Operating Account		5,355,400.00				6,500,192.89		
		5,355,400.00				6,500,192.89		

Fund: 403 - Stormwater Fund		BUDGET				FY 22-23 ACTUALS (Unaudited) as of 5/31/2023	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
		FY 22-23 Adopted Budget	FY 22-23 Approved Amendments	FY 22-23 Budget Amendment - Requested	Proposed FY 22-23 Amended Budget			
Net Position								
403-274-000	Net Position - Investment in Capital Assets					1,894,193.61		
403-276-000	Net Position - Unrestricted					233,358.65		
						<u>2,127,552.26</u>		
CASH & CASH EQUIVALENTS, Beginning 10/1/2022								
	Pooled Cash - Operating Account	232,300.00				239,864.09		
		<u>232,300.00</u>				<u>239,864.09</u>		
Revenues								
403-325-200	Stormwater Assessment	199,700.00		-	199,700.00	186,343.24	(13,356.76)	93.31%
403-361-000	Interest Revenue	-		2,700.00	2,700.00	2,674.03	(25.97)	99.04%
	Total Revenues	<u>199,700.00</u>		<u>2,700.00</u>	<u>202,400.00</u>	<u>189,017.27</u>	<u>(13,382.73)</u>	<u>93.39%</u>
Expenses								
<u>Personnel</u>								
403-1600-538-12	Regular Salaries & Wages	13,500.00		-	13,500.00	8,512.48	4,987.52	63.06%
403-1600-538-21	Payroll Taxes	1,100.00		-	1,100.00	701.19	398.81	63.74%
403-1600-538-22	Retirement Contributions	1,700.00		-	1,700.00	937.32	762.68	55.14%
403-1600-538-23	Life & Health Insurance	1,000.00		-	1,000.00	720.84	279.16	72.08%
403-1600-538-24	Workers' Compensation	300.00		-	300.00	173.04	126.96	57.68%
<u>Operating</u>								
403-1600-538-31	Professional Services	200,000.00		-	200,000.00	-	200,000.00	0.00%
403-1600-538-43	Utilities	1,000.00		-	1,000.00	390.06	609.94	39.01%
403-1600-538-45	Insurance	500.00		-	500.00	166.19	333.81	33.24%
403-1600-538-46	Repair & Maintenance	25,000.00		-	25,000.00	-	25,000.00	0.00%
403-1600-538-48	PR / Advertising	1,000.00		-	1,000.00	-	1,000.00	0.00%
403-1600-538-52	Operating Supplies	5,000.00		-	5,000.00	-	5,000.00	0.00%
		<u>250,100.00</u>		<u>-</u>	<u>250,100.00</u>	<u>11,601.12</u>	<u>238,498.88</u>	<u>4.64%</u>
	REVENUES OVER/(UNDER) EXPENSES	(50,400.00)		2,700.00	(47,700.00)	177,416.15		
	Addition to / (Use of) Net Position					(0.00)		
CASH & CASH EQUIVALENTS, Ending 9/30/2023								
	Pooled Cash - Operating Account	181,900.00				417,280.24		
		<u>181,900.00</u>				<u>417,280.24</u>		



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: July 6, 2023
SUBJECT: **Resolution Determining the Proposed Millage Rate for Fiscal Year 2023-2024, Establishing the Current Year Rolled-Back Rate, and the Date, Time, and Place for the First and Second Budget Hearings - TAB 14**

Background:

By June 1 of each year, property appraisers in the State of Florida are required to provide local governments their estimated property values in accordance with F.S. Section 200.065 for budget planning purposes for the next fiscal year. By July 1 of each year, property appraisers are required to distribute the Certification of Taxable Value via a DR-420 form. Pursuant to F.S. Section 200.065, the local governments have thirty-five (35) days from the date of service of the DR-420 form (due by August 4) to furnish the applicable property appraiser's office with the proposed millage rate, the current year rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage and tentative budget (a first budget hearing).

On June 1, 2023, the Monroe County Property Appraiser provided Islamorada, Village of Islands, (the "Village") with its estimated taxable value in accordance with F.S. Section 200.065 for budgetary planning purposes. The Property Appraiser also established a shortened deadline of July 20, 2023, for the Village to provide its proposed millage rate for reflection on 2023 TRIM notices and its date, time, and location for the first/tentative public hearing. On June 29, 2023, the Monroe County Property Appraiser's Office provided E-TRIM web portal access to the Village's 2023 DR-420 form, which must be completed and submitted by July 20, 2023.

Attachment A is a resolution that may be revised according to the results of decisions made at the July 6, 2023, regular Village Council meeting. The resolution as currently drafted would pass and adopt a proposed millage rate of **3.000** for the TRIM notices and identify either Monday, September 11, 2023, or Tuesday, September 12, 2023, beginning at 5:30 p.m. as the date and time for the first/tentative budget hearing. The second / final budget hearing would be held on Monday, September 18, 2023, or on Tuesday, September 19, 2023, beginning at 5:30 p.m.

Attachment B is a draft 2023 DR-420, the E-TRIM document through which the 2023 property valuation information was conveyed. The form tentatively reflects the proposed millage rate of **3.000** for discussion purposes. **3.000** mills is the same rate adopted for the prior two years. Based on the 2023 valuations provided on the draft DR-420, the rolled-back rate is **2.6634** mills. A rate of 3.000 mills is **12.64%** above the rolled-back rate.

Attachment C provides the calendars for the months of July 2023, August 2023, and

September 2023 for Council's reference in selecting the following meeting dates:

Three FY 2023-2024 Budget Workshops July 31, 2023	Weeks of July 24, 2023 or
One FY 2023-2024 First Budget Hearing September 12, 2023	September 11, 2023 or
One FY 2023-2024 Second Budget Hearing September 19, 2023	September 18, 2023 or

Analysis:

In establishing the proposed millage rate for the 2023 TRIM notices, the objective is to set a rate that results in net ad valorem tax revenue sufficient to cover anticipated general fund expenditures in the coming fiscal year. If the Village does not set a proposed millage rate at a high enough level, then the Village would incur costs associated with notifying property owners of its intention to adopt a millage rate higher than the proposed millage rate reflected on the 2023 TRIM notices that are mailed in August by the Tax Collector's Office. Setting a higher rate provides the Village Council with some latitude in determining its final rate for adoption.

The 2023 gross taxable value provided by the Monroe County Property Appraiser's Office is **\$5,782,676,529**. The Village's 2022 gross taxable value reflected on the 2022 DR-420 was \$5,083,792,238. The Village's taxable value for budgeting purposes per the DR-420s has increased \$698,884,291 from the prior year.

For purposes of calculating the rolled-back rate, an adjusted current year taxable value in the amount of **\$5,738,038,804** is provided. The adjusted current year taxable value does not include taxable value for new construction and other additions that have occurred since the previous year.

Budget Impact:

The millage rate of **3.000** would be established for discussion purposes only and has no budget impact on Village residents and property owners or on Village operations at this time. Through discussions and direction at budget workshops, the FY 2023-2024 millage rate and budget will be finalized for official adoption at public hearings scheduled in September on the dates to be decided by the Village Council.

Staff Impact:

There would be no impact to staff by adopting a proposed millage rate of **3.000** for FY 2023-2024.

Recommendation:

It is recommended that the Village Council adopt the Resolution at Attachment A, thereby establishing a proposed millage rate of **3.000** for 2023 TRIM notices that will be distributed to property owners in August and identifying FY 2023-2024 budget hearing dates.

- Attachments:**
1. Att A_Reso_2023 TRIM Millage_ 070623 RVCM
 2. Att B_2023 DR-420
 3. Att C_FY23-24 Bgt Calendar_IVOI

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2023-2024; ESTABLISHING THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET HEARINGS AS REQUIRED BY STATE LAW; DIRECTING THE FINANCE DIRECTOR AND VILLAGE MANAGER TO PROPERLY FILE THE CERTIFICATION OF TAXABLE VALUE VIA E-TRIM; DIRECTING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION TO THE MONROE COUNTY PROPERTY APPRAISER PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 29, 2023, the Honorable Scott P. Russell, CFA, Property Appraiser of Monroe County, Florida, served upon Islamorada, Village of Islands (the "Village"), a "Certification of Taxable Value" certifying to the Village its 2023 taxable value; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") has reviewed the taxable value supplied by the Monroe County Property Appraiser in accordance with Section 200.065, Florida Statutes, et seq.; and

WHEREAS, Section 200.065, Florida Statutes, requires that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the County Property Appraiser the proposed millage rate, the current year rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage and the tentative budget; and

WHEREAS, the Monroe County Property Appraiser's Office (the "Property Appraiser") has established a shortened deadline of July 20, 2023 for municipalities within Monroe County to furnish the proposed millage rate, the current year rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage and the tentative budget; and

WHEREAS, the Village Council desires to establish a proposed millage rate and announce the dates of the first (tentative) and second (final) public hearings to the Property Appraiser.

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. Proposed Millage. The proposed millage rate for FY 2023-2024 is declared to be 3.000 mills, which is \$3.000 per \$1,000.00 of assessed property value within Islamorada, Village of Islands, Florida.

Section 3. Rolled-Back Rate. The current year rolled-back millage rate computed pursuant to Section 200.065, Florida Statutes, is 2.6634 mills, which is \$2.66 per \$1,000.00 of assessed property value within Islamorada, Village of Islands.

Section 4. Schedule of Budget Hearings. That the date, time, and place of the first (tentative) and second (final) public budget hearings are set by the Village Council as follows:

First (Tentative) Public Budget Hearing:

Date: **September 11, 2023 or September 12, 2023**

Time: 5:30 p.m.

Place: Founders Park Community Center
87000 Overseas Highway, Islamorada, FL 33036

Second (Final) Public Budget Hearing:

Date: **September 18, 2023 or September 19, 2023**

Time: 5:30 p.m.

Place: Founders Park Community Center
87000 Overseas Highway, Islamorada, FL 33036

In the event that the Monroe County Board of County Commissioners or the School Board of Monroe County, Florida subsequently reschedules their budget hearings to conflict with one of the dates set for the Village's budget hearings, the Village Manager is authorized to change the date of either or both of the Village's budget hearings to comply with the relevant provisions of Florida Statutes.

Section 5. **Authorization of Finance Director and Village Manager.** The Finance Director and the Village Manager are authorized to perform the steps necessary to complete the Certification of Taxable Value using E-TRIM, the Department of Revenue's Internet-based system on or before July 20, 2023, as specified by the Monroe County Property Appraiser's Office.

Section 6. **Authorization of Village Clerk.** The Village Clerk is directed to send a certified copy of the resolution upon the Honorable Scott P. Russell, CFA, Property Appraiser of Monroe County, Florida, on or before July 20, 2023.

Section 7. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 6th day of July 2023.

Motion to adopt by _____, second 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	_____

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



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023	County : MONROE
Principal Authority : ISLAMORADA VILLAGE OF ISLANDS	Taxing Authority : ISLAMORADA VILLAGE OF ISLANDS

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	5,711,462,612	(1)
2.	Current year taxable value of personal property for operating purposes	\$	71,213,917	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	5,782,676,529	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	44,637,725	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	5,738,038,804	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	5,094,149,033	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES ☒ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	☐ YES ☒ NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/29/2023 7:37 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	3.0000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	15,282,447	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	15,282,447	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	5,738,038,804	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	2.6634	per \$1000	(16)
17.	Current year proposed operating millage rate	3.0000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	17,348,030	(18)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs					
			STOP HERE - SIGN AND SUBMIT		
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 15,282,447	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			2.6634 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 15,401,581	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 17,348,030	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			3.0000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			12.64 %	(27)
First public budget hearing		Date :	Time :	Place :	
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	TED YATES, VILLAGE MANAGER		MARIA T. BASSETT, FINANCE DIRECTOR		
	Mailing Address :		Physical Address :		
86800 OVERSEAS HIGHWAY		86800 OVERSEAS HIGHWAY			
City, State, Zip :		Phone Number :		Fax Number :	
ISLAMORADA, FL 33036		3056646445		3056646465	

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

DR-420
R. 5/12
Page 3

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

Islamorada, Village of Islands
FY 2023-2024 Budget Calendar

Monday, July 3, 2023	Property Appraiser's Office distributes DR-420 certifying taxable value for budget process
Tuesday, July 5, 2023	Independence Day (Observed) – Village Administrative Offices closed
Thursday, July 6, 2023	5:30 PM – Regular Village Council Meeting Village Council adopts resolution to ◦ Set a tentative millage rate for publication on 2023 TRIM notices ◦ Select the date, time and location of the FY 2023-2024 First (Tentative) Public Budget Hearing for publication on 2023 TRIM notices Proposed date: Monday, September 11, 2023, 5:30 p.m. or Tuesday, September 12, 2023, 5:30 p.m. ◦ Select the date, time and location of the FY 2023-2024 Second (Final) Public Budget Hearing Proposed date: Monday, September 18, 2023, 5:30 p.m. or Tuesday, September 19, 2023, 5:30 p.m.
Thursday, July 20, 2023	Shortened deadline to submit completed DR-420 to the Monroe County Property Appraiser's Office providing tentative millage rate for inclusion on TRIM notices and date, time and location of the FY 2023-2024 First (Tentative) Budget Hearing (deadline is normally August 4 th each year; however, the Monroe County Property Appraiser's Office has shortened the deadline due to their processing needs.)
Thursday, July 27, 2023	5:30 PM – Regular Village Council Meeting Adopt Preliminary Solid Waste Non-Ad Valorem Assessment Resolution
<u>BUDGET WORKSHOPS – JULY 31, 2023 THROUGH AUGUST 11, 2023</u>	
	5:30 PM – Village Council Workshop #1 Primer on TRIM Process and Local Government Finance; Establish FY 2023-2024 Budget Goals and Priorities; Discuss FY 2023-2024 Personnel Changes, Cost of Living Increases, Merit Raises, Cost of Benefits, Millage Rate Scenarios; Discuss General Fund Budget
	5:30 PM – Village Council Workshop #2 Discuss FY 2022-2023 General Fund, Special Revenue Fund Budgets, Debt Service Fund Budget, Enterprise Fund Budgets and Capital Improvement Plan
	5:30 PM – Village Council Workshop #3 Discuss FY 2022-2023 General Fund, Special Revenue Fund Budgets, Debt Service Fund Budget, Enterprise Fund Budgets and Capital Improvement Plan
Thursday, August 17, 2023	5:30 PM – Regular Village Council Meeting Adopt Final Annual Solid Waste, Stormwater and Wastewater Non-Ad Valorem Assessment Resolutions
Thursday, August 24, 2023	Last day for Monroe County Property Appraiser to mail TRIM notices to property owners
Monday, September 4, 2023	Labor Day – Village Administrative Offices closed
Tuesday, September 5, 2023	5:05 PM – Monroe County School Board – Final Public Budget Hearing
Wednesday, September 6, 2023	5:05 PM – Monroe County Board of County Commissioners – First (Tentative) Public Budget Hearing
Monday, September 11, 2023 or Tuesday, September 12, 2023	5:30 PM – Special Call Village Council Meeting – First (Tentative) Public Budget Hearing Review entire tentative FY 2023-2024 budget and proposed millage rate; Village Council adopts resolution to approve and adopt tentative FY 2023-2024 budget and millage rate
Thursday, September 14, 2023	11:00 AM - Deadline to send budget advertisements to Key West Citizen for next Saturday publication
Saturday, September 16, 2023	Second (Final) Public Budget Hearing advertised in The Key West Citizen newspaper. Final Budget Hearing must be held within two (2) to five (5) days of advertisement
Monday, September 18, 2023 or Tuesday, September 19, 2023	5:30 PM – Special Call Village Council Meeting – Second (Final) Public Budget Hearing Village Council adopts resolution to approve and adopt final FY 2022-2023 millage rate and budget
Wednesday, September 20, 2023	5:05 PM – Monroe County Board of County Commissioners – Second (Final) Public Budget Hearing
Friday, September 22, 2023	Shortened deadline to provide final FY 2023-2024 millage to Property Appraiser's Office

July 2023

July 2023						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						Jul 1
2	3	4 HOLIDAY	5	6 5:30 PM - RVC * Adopt Tentative Millage Rate & Bgt Hearing Dates	7	8
9	10 5:30 PM - LPA Mtg	11	12	13	14	15
16	17 5:30 PM - Aff & Workforce Housing CAC Mtg	18 10:00 AM - Code Compliance Hearing	19	20 5:30 PM - Special Call Land Use Mtg	21	22
23	24	25	26 10:00 AM - Land Acquisition CAC Mtg	27 5:30 PM - RVC * Adopt Preliminary Solid Waste Assmt Resolution	28	29
30	31	----- FY 2023 - 2024 BUDGET WORKSHOPS (3 DATES) -----				

August 2023

August 2023							September 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		Aug 1	2	3	4	5
		----- FY 2023 -2024 BUDGET WORKSHOPS (3 DATES) -----				
6	7	8	9	10	11	12
			FLORIDA LEAGUE OF CITIES CONFERENCE IN ORLANDO			
13	14 5:30 PM - LPA Mtg	15 10:00 AM - Code Compliance Hearing 5:15 PM - Near Shore Water Reg CAC Mtg	16	17 5:30 PM - RVCM * Adopt Final Assmt Resolutions (Solid Waste, Stormwater, Wastewater)	18	19
20	21 5:30 PM - Aff & Workforce Housing CAC Mtg 5:30 PM - Special Call Land Use Mtg	22	23	24	25	26
27	28	29	30	31		

September 2023

September 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					Sep 1	2
3	4 HOLIDAY	5 Monroe County School District Bgt Hearing	6 Monroe County BOCC 1st Bgt Hearing	7 5:30 PM - RVCM	8	9
10	11 5:30 PM - SELECT DATE FOR 1ST BGT HEARING	12	13	14 11:00 AM - KW Citizen Deadline for Saturday Budget Ads	15	16 Budget Ads Appear in KW Citizen
17	18 5:30 PM - SELECT DATE FOR 2ND BGT HEARING	19	20 Monroe County BOCC 2nd Bgt Hearing	21 5:30 PM - Special Call Land Use Mtg	22	23
24	25	26	27	28 5:30 PM - RVCM	29	30



Council Communication

To: Mayor and Village Council
From: Ted Yates, Village Manager
Date: July 6, 2023
SUBJECT: **Resolution Approving Award of Contractual Services Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services Effective January 1, 2024 - TAB 15**

Background:

The Village provides residential and commercial solid waste, yard waste and recycling collection and disposal services ("solid waste services") to all developed properties in the Village, including approximately 4,385 residential customers and 289 commercial customers. Residential customers include single-family homes and all multifamily duplex and triplex buildings that are either two (2) or three (3) residential units. The residential house count is updated annually. Any building with four (4) or more units is considered a commercial customer and is not included in the residential count.

The solid waste services are currently outsourced through a Contractual Services Agreement with independent contractor Waste Management, Inc. (formerly Advanced Disposal, Inc., formerly Veolia ES Solid Waste Southeast, Inc.), awarded by the Village Council pursuant to a previous competitive selection process in 2013. The agreement provides for an initial ten (10) year term with one five (5) year renewal option.

At its meeting on February 9, 2023, The Village Council directed the Village Manager to not exercise the five (5) year renewal option, and to solicit proposals for the Village's solid waste services. The current agreement with Waste Management, Inc. expires on December 31, 2023. Village Manager Ted Yates confirmed at the Council meeting on March 2, 2023, that an RFP was being drafted and that it would be released on March 6, 2023.

The Village issued Request for Proposals ("RFP") 23-05 on March 6, 2023 with an initial submittal deadline of April 11, 2023. RFP 23-05 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances and was published on DemandStar.com and on the Village's website from March 5, 2023 through the submittal deadline. Village staff posted the bid on the Village's Facebook page and sent information via email to its distribution list to make residents and other interested parties aware that the Village had entered into the sealed bid procurement process.

A mandatory pre-proposal meeting was held on March 16, 2023; the meeting was duly noticed and open to the public. Four firms attended the meeting. Only those firms that attended the mandatory pre-proposal meeting were eligible proposers.

By the deadline on May 16, 2023, at 2:00 p.m., the Village received proposals from three of the four eligible proposers, listed below. Waste Connections of Florida, Inc. attended the pre-proposal meeting and submitted a no bid notification via email on the date of the bid submittal deadline. The three firms that submitted proposals are:

Atlantic Residential, LLC, Key Largo, Florida – an Atlantic Trash & Transfer Subsidiary
Island Disposal Company, Tavernier, Florida
Waste Management Inc. of Florida, with a local office in Islamorada, Florida

To evaluate the proposals, the Village Manager assigned himself and two members of the Village staff to serve on the RFP 23-05 Evaluation Committee (the "Committee") and requested the Village Council appoint two or more members. The Village Council expressed approval of the Village Manager's choices and assigned two Village Council Members to serve on the Committee. The seated Committee was comprised of Mayor Buddy Pinder, Councilman Henry Rosenthal, Village Manager Ted Yates, Finance Director Maria Bassett and Public Works Director A.J. Engelmeyer. The Committee evaluated and ranked the proposals at a duly noticed public meeting on June 6, 2023.

It should be noted that Atlantic Residential was disqualified as a proposer on June 7, 2023 due to communication to the Village Council that did not fall within an exception to the Cone of Silence.

Analysis:

At the June 8, 2023 Village Council Meeting, the Village Manager provided a summary of the Committee's discussion and rankings of the proposals and reported that Island Disposal Company was the top-ranked firm. Following the Village Manager's presentation and discussion, the Village Council adopted Resolution No. 23-06-56 approving the Committee's recommendation and directing the Village Manager and Village Attorney to enter into negotiations for the Contractual Services Agreement.

The Contractual Services Agreement provided as Exhibit "A" to the proposed resolution is the Agreement negotiated by the parties. Adoption of the resolution would approve the Contractual Services Agreement with Island Disposal Company for an initial ten (10) year term beginning January 1, 2024 with one (1) five (5) year renewal option.

There were no changes to services or service levels directed by the Village Council during discussions at the Village Council meetings. The proposed Contractual Services Agreement would continue the same level of solid waste services currently provided.

Budget Impact:

The Village has established a Solid Waste Special Revenue Fund to account for the Village's solid waste non-ad valorem revenues and program expenditures. The Village's adopted FY 2022-2023 budget includes \$2,063,500.00 in the Solid Waste Fund for residential solid waste services

expenditures. This amount was calculated based upon 4,385 residential properties to be served at \$452.13 per year (the previous annual rate per unit of \$438.96 increased by CPI of 3% or \$13.17). The total budgeted revenues in FY 2022-2023 are \$2,062,800.00 from the non-ad valorem solid waste assessments and \$1,500.00 from interest revenue. The budgeted excess of revenues over expenditures at September 30, 2023, is \$800.00. The committed fund balance in the Solid Waste Fund estimated pursuant to the September 30, 2022, audit, which is still ongoing, is approximately \$24,000.00.

The FY 2023-2024 budget would need to include costs associated with the continuation of the Village's agreement with Waste Management through December 31, 2023, under the current terms, which include a maximum 3% increase in rates based on CPI. Then rates applicable to the contract expected to be in place for services beginning January 1, 2024, would need to be analyzed during the FY 2023-2024 budget preparation and included in the final budget for adoption by the Village Council.

Staff Impact:

The Village Manager is responsible for administering the contract while the Public Works Director is responsible for daily operations monitoring.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution approving the Contractual Services Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services with Island Disposal Company.

Attachments:

1. Resolution_RFQ_23-05-Solid_Waste_Agreement_Award_2023-07-06
2. PROPOSED SOLID WASTE AGREEMENT

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A CONTRACTUAL SERVICES AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACTUAL SERVICES AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTUAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") provides residential and commercial solid waste, yard waste and recycling collection and disposal services ("Solid Waste Services") to all developed properties in the Village; and

WHEREAS, the Solid Waste Services are currently outsourced through a Contractual Services Agreement with independent contractor; and

WHEREAS, the initial ten (10) year term of the current Contractual Services Agreement expires on December 31, 2023; and

WHEREAS, the Village Council directed the Village Manager to solicit proposals for the Village's Solid Waste Services for a term to begin on January 1, 2024; and

WHEREAS, the Village issued Request for Proposals ("RFP") 23-05 in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances and duly advertised RFP 23-05 for a total of seventy one (71) days from the date of release of the RFP to the final deadline date for submittal of proposals; and

WHEREAS, the Village received proposals from three (3) eligible firms; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review and rank eligible proposals and provide the ranking and recommendations to the Village Council; and

WHEREAS, the Committee reviewed the three (3) proposals in a duly noticed public meeting and the Village Manager provided its ranking to the Village Council for consideration at the June 8, 2023 Regular Village Council Meeting; and

WHEREAS, through the adoption of Resolution No. 23-06-56 on June 8, 2023, the Village Council approved the rankings of the Committee and authorized the Village Manager and Village Attorney to negotiate a Contractual Services Agreement for Solid Waste Service with the top-ranked firm, Island Disposal Company; and

WHEREAS, the Village Council finds that approval of the Contractual Services Agreement with Island Disposal Company is in the best interest of the Village and its residents and businesses.

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. **Execution of Agreement.** The Village Manager is authorized to execute the Contractual Services Agreement with Island Disposal Company on behalf of the Village and to execute any required documents to implement the terms and conditions of the Agreement subject to approval as to form and legality by the Village Attorney.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designees and the Village Attorney are authorized to take all necessary actions to implement the terms and conditions of the Contractual Services Agreement.

Section 4. Authorization of Fund Expenditures. Notwithstanding the limitations

Section 5. Effective Date. This Resolution shall become effective immediately upon its

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

CONTRACTUAL SERVICES AGREEMENT

FOR

**RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING
COLLECTION AND DISPOSAL SERVICES**

BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AND

ISLAND DISPOSAL COMPANY

TABLE OF CONTENTS

TABLE OF CONTENTS	ii
1. <u>Definition of Terms</u>	1
1.1 <u>CONTRACTOR</u>	1
1.2 <u>Biomedical Waste</u>	1
1.3 <u>Bulk Trash</u>	1
1.4 <u>Code</u>	1
1.5 <u>Collection Services</u>	2
1.6 <u>Collection Vehicle</u>	2
1.7 <u>Commercial Customer</u>	2
1.8 <u>Construction Debris</u>	2
1.9 <u>County</u>	2
1.10 <u>Day</u>	2
1.11 <u>Electronic Waste (E-Waste)</u>	2
1.12 <u>Franchise Fee</u>	2
1.13 <u>Garbage</u>	3
1.14 <u>Garbage Container</u>	3
1.15 <u>Hazardous Waste</u>	3
1.16 <u>Holidays</u>	3
1.17 <u>Other Collections</u>	3
1.18 <u>Pickup Point</u>	3
1.19 <u>Prohibited Waste</u>	3
1.20 <u>Recycling Container</u>	3
1.21 <u>Recyclable Materials</u>	4
1.22 <u>Recycling Services</u>	4
1.23 <u>Regular Schedule</u>	5
1.24 <u>Residential Customer</u>	5
1.25 <u>Rubbish</u>	5
1.26 <u>Service Area</u>	5
1.27 <u>Solid Waste</u>	5
1.28 <u>Solid Waste Collection Services</u>	5
1.29 <u>Solid Waste Disposal Facility</u>	5

1.30	<u>Special Waste</u>	5
1.31	<u>Tipping Fee</u>	5
1.32	<u>Used Motor Oil (UMO)</u>	6
1.33	<u>VILLAGE</u>	6
1.34	<u>Village Government Facilities</u>	6
1.35	<u>Village Manager</u>	6
1.36	<u>White Goods</u>	6
1.37	<u>Yard Trash (Regular)</u>	6
1.38	<u>Yard Trash (Oversize)</u>	6
2.	<u>Term</u>	7
2.1.	<u>Term</u>	7
2.2.	<u>Renewal Term</u>	7
2.3.	<u>Termination for Cause</u>	7
2.4.	<u>Payment after Termination</u>	7
2.5.	<u>Transition of Services</u>	7
3.	<u>Prerequisites To Commencement of Service</u>	8
3.1	<u>Pre-Start Route Familiarization</u>	8
3.2	<u>Initial Schedule</u>	8
3.3	<u>Distribution of Recycling Containers/Residential</u>	8
3.4	<u>Distribution of Recycling Containers/Commercial</u>	9
3.5	<u>Approved Containers</u>	9
4.	<u>Commencement of Collection Services</u>	9
5.	<u>Collection Services</u>	10
5.1	<u>Collection Service to Residential Customers</u>	10
5.1.1	<u>Automated Collection Method</u>	10
5.2	<u>Regular Collections</u>	10
5.2.1	<u>Garbage/Rubbish</u>	11
5.2.2	<u>Yard Trash (Regular)</u>	11
5.2.3	<u>Recycling Materials</u>	11
5.2.4	<u>White Goods and Electronic Waste</u>	11
5.2.5	<u>Bulk Trash</u>	11
5.2.6	<u>Services to the Handicapped</u>	11
5.2.7	<u>Yard Trash (Oversize)</u>	11

5.2.8	<u>Chemicals/Paint/Fuels</u>	12
5.2.9	<u>Yard Trash (Regular Extra Containers or Bundles)</u>	12
5.2.10	<u>TAG Notification</u>	12
5.3	<u>Commercial Solid Waste Collection Services</u>	12
5.3.1	<u>Regular Collection</u>	13
5.3.2	<u>Recycling</u>	13
5.3.3	<u>Disputes</u>	13
5.3.4	<u>Containers/Commercial Solid Waste</u>	13
5.3.5	<u>Containers/Recycling</u>	14
5.3.6	<u>Containers/Repair/Replacement</u>	14
5.3.7	<u>Commercial Customers/Perishables</u>	14
5.4	<u>Village Collections</u>	15
5.5	<u>Changes to Initial Schedule</u>	15
5.6	<u>Hours of Collection</u>	15
5.7	<u>Protection of Property</u>	15
5.8	<u>Spillage</u>	16
5.9	<u>Billing Option of Residential Dwelling Units of 3 or Less</u>	16
5.10	<u>Billing Option for Grouped Residential Dwelling Units to be Treated as Commercial Customer</u>	16
6.	<u>Other Collections</u>	17
6.1	<u>Severe Weather/Emergencies</u>	17
6.1.1	<u>Emergency Collections/Charges</u>	17
6.2	<u>Holidays</u>	18
6.3	<u>Special Collections</u>	18
6.4	<u>Battery Bag Collection</u>	18
7.	<u>CONTRACTOR Personnel</u>	18
7.1	<u>CONTRACTOR Officer(s)</u>	18
7.2	<u>Assignment of Personnel</u>	19
7.3	<u>Conduct of Personnel</u>	19
7.4	<u>Personnel Uniforms</u>	19
7.5	<u>Residents</u>	19
7.6	<u>Equal Opportunity</u>	19
7.7	<u>Full Time Personnel</u>	19

7.8	<u>Dismissal</u>	19
8.	<u>Collection Vehicles and Equipment</u>	20
8.1	<u>Quality and Quantity</u>	20
8.2	<u>Collection Vehicles and Equipment – Description and Replacement</u>	20
8.3	<u>Reserve Collection Equipment</u>	21
8.4	<u>Advertising</u>	21
9.	<u>Containers/Residential Collection</u>	21
9.1	<u>Generally</u>	21
9.2	<u>Handling of Containers</u>	21
9.3	<u>Garbage Containers</u>	21
10.	<u>Disposal of Solid Waste</u>	21
10.1	<u>Disposal of Recycling Materials</u>	21
11.	<u>Compensation to CONTRACTOR</u>	22
11.1	<u>Monthly Residential Fee</u>	22
11.2	<u>Monthly Commercial Fee</u>	22
11.3	<u>No Fee for VILLAGE Collections</u>	22
11.4	<u>Favored Nations Clause</u>	22
12.	<u>Billing</u>	22
12.1	<u>Residential and Commercial Billing</u>	22
12.2	<u>Invoices</u>	22
12.3	<u>Billing Adjustment Procedures</u>	23
12.4	<u>Cost of Living Adjustments</u>	23
12.4.1	<u>Cost of Living Adjustments-Disposal</u>	23
12.4.2	<u>Cost of Living Adjustments-Fuel Surcharge</u>	23
13.	<u>Franchise</u>	24
13.1	<u>Exclusive Rights</u>	24
13.2	<u>Franchise Fees</u>	24
13.3	<u>Franchise Payments</u>	24
14.	<u>Ownership of Recyclable Materials</u>	25
15.	<u>Disposal of Non-Saleable Recyclable Materials</u>	25
15.1	<u>Revenue Generated from Recyclable Materials</u>	25
16.	<u>Agreement Performance</u>	25
16.1	<u>Unsatisfactory Performance</u>	25

16.2	<u>Information</u>	26
16.3	<u>Inspector</u>	256
17.	<u>Complaint and Complaint Resolution Penalties</u>	26
17.1	<u>Customer Service</u>	26
17.2	<u>Complaint Register</u>	26
17.3	<u>Response to Complaints</u>	26
17.4	<u>Reports</u>	27
17.5	<u>Disputes</u>	27
17.6	<u>Penalties</u>	27
18.	<u>Reports</u>	27
18.1	<u>Annual Reports</u>	27
18.2	<u>Monthly Reports</u>	28
19.	<u>Subcontractors</u>	28
20.	<u>Performance Bond</u>	28
20.1	<u>Amount of Bond</u>	28
20.2	<u>Qualification of Surety</u>	28
21.	<u>Indemnification</u>	29
22.	<u>Insurance</u>	31
22.1	<u>Workers' Compensation/Employer's Liability Insurance</u>	32
22.2	<u>Commercial General Liability Insurance</u>	32
22.3	<u>Automobile Liability Insurance</u>	33
22.4	<u>Environmental / Pollution Liability Insurance</u>	33
22.5	<u>General Insurance Requirements</u>	34
23.	<u>Events of Default by CONTRACTOR</u>	35
24.	<u>Remedies Upon Default by CONTRACTOR; Termination</u>	36
25.	<u>Representations and Warranties of CONTRACTOR</u>	37
26.	<u>Compliance with Law</u>	38
27.	<u>Taxes, Liens and Fees</u>	38
28.	<u>Access to Books and Records/Audit</u>	38
29.	<u>Public Awareness Program</u>	39
30.	<u>Notices and Changes of Address</u>	40
31.	<u>No Waiver</u>	41
32.	<u>Public Records</u>	41

33	<u>E-Verify</u>	41
34.	<u>Scutinized Companies</u>	41
35.	<u>Severability</u>	43
36.	<u>Binding Effect</u>	43
37.	<u>Assignment</u>	43
38.	<u>Complete Agreement</u>	43
39.	<u>Proposal and Agreement Incorporated by Reference</u>	43
40.	<u>Independent Parties</u>	44
41.	<u>Force Majeure</u>	44
42.	<u>Time is of the Essence</u>	444
43.	<u>Amendment</u>	444
44.	<u>Attorneys' Fees</u>	444
45.	<u>Gender and Use of Singular and Plural</u>	44
46.	<u>Counterparts</u>	45
47.	<u>Headings</u>	45
48.	<u>Governing Law/Waiver of Jury Trial</u>	45

CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services (this “Agreement”) is made and entered into as of this ____ day of July, 2023 by and between Island Disposal Company, a Florida Corporation (“CONTRACTOR”), and Islamorada, Village of Islands, Florida (the “VILLAGE”). The provisions of this Agreement shall be effective on January 1, 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, it is agreed that:

1. Definition of Terms.

For the purpose of this Agreement, the following definitions shall apply. In the event of a discrepancy between a definition in this section and Chapter 403, Florida Statutes, the definition found in Chapter 403, Florida Statutes shall apply.

1.1 CONTRACTOR. Island Disposal Company, a Florida Corporation.

1.2 Biomedical Waste. Shall mean any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

1.3 Bulk Trash. Shall mean any non-vegetative large items of various types which cannot be cut for placement as a bundle or in a Garbage Container. Bulk Trash shall not include White Goods, automobiles and automotive components, internal combustion engines or Construction Debris. Carpeting of any diameter should be folded, tied and rolled or bundled and cut in lengths of six (6) feet or less since CONTRACTOR requires a special Collection Vehicle and notification to pick up this Bulk Trash.

1.4 Code. Shall mean the Code of Islamorada, Village of Islands, Florida, as amended from time to time.

1.5 Collection Services. Shall mean collectively, Solid Waste Collection, disposal and Recycling Services as provided for in this Agreement.

1.6 Collection Vehicle. A Boom Truck, Rear, Front or Side Loader/Truck, Roll-Off Truck or other vehicle used by CONTRACTOR to collect or transport or dispose of Solid Waste, Bulk Waste or Recyclable Materials. Individually, each is a Collection Vehicle.

1.7 Commercial Customer. Shall mean an owner or occupant of any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit-making in nature, including but not limited to, any office buildings, stores, markets, theaters, industrial plants, hospitals or other institutional buildings, but excluding any Residential Customers as defined in this section. For the purpose of this Agreement, "Commercial Customer" shall include an owner or occupant of any residential structures containing four (4) or more dwelling units or any structure with a use that requires an occupational license or certificate of use and occupancy for its continued operation.

1.8 Construction Debris. Shall mean materials from the construction or destruction of a structure as part of a construction or demolition project and which are generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, lumber, rocks, soils, stumps and other vegetative matter which normally results from land clearing or land development operations and other materials used for a construction or home improvement project.

1.9 County. Shall mean Monroe County, Florida.

1.10 Day. Shall mean a calendar day.

1.11 Electronic Waste (E-Waste). Shall mean, but not be limited to, discarded computers, office electronic equipment, entertainment device electronics, mobile phones and television sets.

1.12 Franchise Fee. Shall mean the payment by CONTRACTOR to the Village for use of the VILLAGE's public streets, roadways and rights-of-way based upon all gross revenue billed from all sources for all Residential, Commercial, Special Waste and Solid Waste Collection Services provided by CONTRACTOR in the Service Area.

1.13 Garbage. Shall mean any accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

1.14 Garbage Container. Shall mean a sixty-four (64) gallon or ninety-six (96) gallon wheeled automated pick-up container provided by the CONTRACTOR clearly labeled in large, easily readable signage and colors identifying its purpose for solid waste collection; or, if non-automated, a galvanized metal, durable plastic or other suitable material, as approved by the Village Manager, provided by the CONTRACTOR, of a capacity not to exceed thirty-two (32) gallons with two handles, one on each side, or a bail by which it may be lifted, and shall have a tight fitting solid top.

1.15 Hazardous Waste. Shall mean any materials defined as hazardous waste or hazardous materials under any applicable laws, rules or regulations.

1.16 Holidays. Collectively shall mean the Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Individually, each is a Holiday.

1.17 Other Collections. Shall mean collectively Emergency Collections (as defined in Section 6.1.1 hereof), Collection Services on Holidays, and Special Collection Services.

1.18 Pickup Point. Shall mean a location designated by each Residential Customer at curbside or, if no curb, at the swale area, from and to which CONTRACTOR has unobstructed safe access at the time of collection.

1.19 Prohibited Waste. Shall mean any Hazardous Waste, Biomedical Waste, or Special Waste. Nothing herein shall be construed to require CONTRACTOR to pick up Prohibited Waste.

1.20 Recycling Container. Shall mean a sixty-four (64) gallon or ninety-six (96) gallon wheeled automated pick-up container or two (2) rigid containers, for manual collection service, made of plastic or other suitable material, as approved by the Village Manager, of approximately fourteen (14) gallons provided by the CONTRACTOR; all containers will be standard blue colored and clearly labeled in large, easily readable signage identifying its purpose as recycling collection; and including in easily readable text and graphics a list of all approved recyclable materials and those items specifically prohibited from recycling.

1.21 Recyclable Materials. Shall mean those commingled materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste such as:

- (a) paper, newspapers including rotogravure, glossy inserts and colored sections, magazines, catalogs, telephone books and junk mail;
- (b) aluminum, ferrous, bi-metal and steel/tin food and beverage containers (containers should be clean and dry);
- (c) polyethylene terephthalate plastics (PET Number 1) including beverage containers; beer bottles, mouthwash bottles, peanut butter containers, salad dressing and vegetable oil containers; clean and dry with lids removed;
- (d) high density polyethylene plastics (HDPE Number 2) including milk jugs, juice bottles, butter and yogurt tubs, cereal box liners and containers that hold laundry detergents, bleaches, milk, shampoo and motor oil;
- (e) polyvinyl chloride (PVC Number 3) including shower curtains, baby bottle nipples; window cleaner, detergent, shampoo and cooking oil containers;
- (f) low density polyethylene (Number 4) including squeezable bottles, containers for bread, frozen food, dry cleaning, grocery and shopping bags;
- (g) polypropylene containers (Number 5) used in Tupperware type containers, syrup, ketchup, medicine and straws;
- (h) clear, brown and green glass (beverage and food containers only; clean and dry
- (i) corrugated cardboard that has been broken down and placed beside a Recycling Container;
- (j) any other material agreed to by the Village Manager and CONTRACTOR.

Recyclable Materials shall not include Prohibited Waste, aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers or containers originally containing Prohibited Waste.

1.22 Recycling Services. Shall mean the weekly collection, separation, or processing and reuse or return to use in the form of raw materials or products of Recyclable Materials from Residential and Commercial Customers, placed at Pickup Points commingled in Recycling Containers.

1.23 Regular Schedule. Shall mean the Initial Schedule (defined below) or any Modified Schedules (defined below).

1.24 Residential Customer. Shall mean the owner or occupant of a structure of no more than three (3) dwelling units designed for permanent residential occupancy including single-family homes, garage apartments, duplexes and triplexes.

1.25 Rubbish. Shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep ups and all other accumulations of a nature, other than Garbage and Yard Trash, resulting from the normal activities of a Residential Customer or Commercial Customer.

1.26 Service Area. Shall mean all property located within the VILLAGE's corporate boundaries as defined in the Village Charter.

1.27 Solid Waste. Shall mean and includes Garbage, Rubbish, Yard Trash, Bulk Trash, White Goods, Electronic Waste or other discarded material resulting from daily residential and business activities and excludes Prohibited Waste.

1.28 Solid Waste Collection Services. Shall mean the collection of Solid Waste for each Residential and Commercial Customer and transportation to and disposal in a Solid Waste Disposal Facility.

1.29 Solid Waste Disposal Facility. Shall mean any properly permitted and licensed Solid Waste management facility which is the final resting place for Solid Waste including, but not limited to, landfills, transfer stations and incineration facilities that produce ash from the process of incinerating municipal Solid Waste.

1.30 Special Waste. Shall mean Solid Waste that requires special handling and management, including, but not limited to, asbestos, tires, Used Motor Oil (UMO), lead-acid batteries, and Biomedical Wastes, and shall include items that exceed the size limitation for Yard Trash and Bulk Trash.

1.31 Tipping Fee. Shall mean the fee per ton charged at a Solid Waste Disposal Facility.

1.32 Used Motor Oil (UMO). Shall mean used motor oil that has been refined from crude oil or synthetic oil or any oil that has been used and as a result of such use is contaminated by physical or chemical impurities.

1.33 VILLAGE. Shall mean Islamorada, Village of Islands, Florida.

1.34 Village Government Facilities. Shall mean those facilities listed in Exhibit “D”, currently owned or operated by the VILLAGE, including any additional facilities that are acquired, operated or completed by the VILLAGE.

1.35 Village Manager. Shall mean the Village Manager of Islamorada, Village of Islands, Florida, or a designee appointed by the Village Manager.

1.36 White Goods. Shall include refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

1.37 Yard Trash (Regular). Shall mean vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches that shall not exceed four (4) feet in length and four (4) inches in diameter. Yard Trash (Regular) shall include Christmas trees, regardless of size. Yard Trash (Regular) shall be containerized or bundled and tied. No bundle or filled container shall exceed 50 pounds in weight, and no more than six (6) bundles or six (6) 32-gallon containers (furnished by the customer) per residential customer shall be collected at one time. Grass clippings shall be placed in a Garbage Container.

1.38 Yard Trash (Oversize). Shall mean large cuttings of vegetative matter which are part of the normal yard maintenance of a Residential Customer, and which cannot be cut for placement in a container or bundle due to the material exceeding the weight and size restrictions for regular vegetative waste. Yard Trash (Oversize) shall be placed neatly at the Pickup Point and shall be of a type as to be readily handled by the Collection Vehicles of the CONTRACTOR and shall not exceed six (6) feet in length. Yard Trash (Oversize) shall not be commingled with Garbage, Rubbish, or Bulk Trash. Yard Trash (Oversize) does not include any form of matter or debris resulting from commercial tree removal, land clearing, or land development. In the case of a dispute between the CONTRACTOR and a Residential Customer as to what constitutes oversize vegetative waste, the situation shall be reviewed and decided by the Village Manager, whose decision shall be final.

2. Term.

2.1 Term. The initial term of this Agreement shall be for ten (10) years; the “Initial Term” beginning on 1, 2024 and terminating on December 31, 2033.

2.2 Renewal Term. This Agreement may be renewed with the same terms and conditions upon written notice, by the VILLAGE to the CONTRACTOR, for one 5-year term, (an “Additional Term”), which shall be mutually agreed to by both parties no less than 90-days prior to the end of the Initial Term. If such mutual agreement cannot be reached then there shall be no Additional Term.

2.3 Termination for Cause. The VILLAGE may terminate this Agreement for cause as specified in Section 23 of this Agreement, provided the VILLAGE first gives written Notice to the CONTRACTOR of the particular act(s) or event(s) upon which the VILLAGE relies for termination and provides the CONTRACTOR a period of ten (10) days thereafter to cure any such reason for termination stated in the Notice to the satisfaction of the VILLAGE, which satisfaction shall not be unreasonably withheld. If more than ten (10) days are reasonably required to cure such reasons for termination, then in that event, VILLAGE and CONTRACTOR agree to meet and develop and implement a plan, monitored by the VILLAGE to ensure CONTRACTOR’s compliance with any requirements to cure. Should no agreement for cure be reached, the VILLAGE may terminate this Agreement. Should the VILLAGE elect to terminate for cause, the VILLAGE may utilize any of the remedies listed in Section 24 or any other available legal remedies.

2.4 Payment after Termination. If terminated for cause, the CONTRACTOR shall only be paid for those services performed by the CONTRACTOR prior to the date of termination.

2.5 Transition of Services. Upon the expiration or termination of this Agreement, the CONTRACTOR shall provide assistance to the VILLAGE to assure a seamless transition of services. Such assistance shall include timely provision of route information, Residential Customer and Commercial Customer information, and any other information and assistance requested by the Village Manager for a period of thirty (30) days from the date of termination or expiration.

3. Prerequisites to Commencement of Service.

3.1 Pre-Start Route Familiarization. CONTRACTOR shall, at no charge to the VILLAGE, perform a pre-start route familiarization program in conjunction with the VILLAGE to help route drivers become aware of and familiar with the method by which Collection Services are currently being performed and with current Pickup Points.

3.2 Initial Schedule. Prior to the commencement of Collection Services, CONTRACTOR shall provide the Village Manager with a weekly schedule including the days of the week that Recycling Services, Yard Trash collection, and Garbage and Rubbish Collection Services shall be provided to each Residential and Commercial Customer within the frequency required by this Agreement (“Initial Schedule”). The parties recognize that existing residential Collection Services in the VILLAGE are currently subject to an existing collection schedule. In order to provide seamless services to each Residential and Commercial Customer, CONTRACTOR agrees to utilize the existing collection schedule as the Initial Schedule. The Village Manager shall review and approve any Modified Schedule (defined below) prior to implementation.

3.3 Distribution of Garbage Containers and Recycling Containers / Residential. Prior to commencement of Collection Services, CONTRACTOR shall provide each Residential Customer, if collection is automated, with one (1) automated 64-gallon or 96-gallon Garbage Container and one (1) automated 64-gallon or 96-gallon Recycling Container, with the option to add, free of charge, an additional 64-gallon or 96-gallon Recycling Container upon request by the resident or if collection is manual two (2) 32-gallon Garbage Containers and two (2) 14 gallon recycling containers, at no charge to the VILLAGE or Residential Customer. If collection is automated, CONTRACTOR will provide additional 64-gallon or 96-gallon wheeled Garbage Containers to residential customers upon request, at a fee according to Pricing Sheet #1 or Pricing Sheet #4, as applicable, to be borne by the residential customer. During the Term of this Agreement and any renewals, CONTRACTOR shall own the Garbage Containers and Recycling Containers. Upon termination of this Agreement CONTRACTOR may collect the Garbage Containers and Recycling Containers from the Residential Customers. New Residential Customers shall be provided with one (1) automated 64-gallon or 96-gallon Garbage Container and one (1) 64-gallon or 96-gallon automated Recycling Container, or if non-automated two (2) 14-gallon recycling containers and

two (2) – 32 gallon Garbage Containers (collectively, “Approved Containers”) by CONTRACTOR at no charge within seven (7) days of commencement of Collection Services to Residential Customers. CONTRACTOR shall provide additional Garbage Containers as requested by the Residential Customer, at an additional annual fee, according to Exhibit “A”, charged to the Residential Customer annually. CONTRACTOR shall provide Residential Customers with an - additional 64-gallon or 96-gallon Recycling Container, as requested by the Residential Customer, at no additional charge to the VILLAGE or the Residential Customer. CONTRACTOR shall provide Residential Customers with additional non-automated Recycling Containers as requested by the Residential Customer, at no cost to the VILLAGE or the Residential Customer. Color-differentiate Garbage Containers from Recycling Containers which are to be the standard recycling blue color CONTRACTOR shall provide decals or another method of marking each Recycling Container, acceptable to the VILLAGE, with a pictorial or explanatory display identifying what Recyclable Material may be placed in the Recycling Container.

3.4 Distribution of Garbage Containers and Recycling Containers / Commercial.

Commercial Customers shall be provided with a solid waste container, with tight fitting lid, deemed sufficient in size by the CONTRACTOR and up to two (2) Recycling Containers provided by the CONTRACTOR at no charge for delivery within seven (7) days of commencement of Recycling Services to the Commercial Customer. Standard blue colored Recycling Containers for Commercial Customers shall be provided with identification and markings such as a recycle logo, different color container or white lid on dumpster to differentiate the recycling from solid waste dumpsters.

3.5 Approved Containers. All Approved Containers provided by CONTRACTOR for use by Residential Customers shall, while in the possession and control of the Residential Customer, remain the property of CONTRACTOR, and neither the Residential Customer nor the VILLAGE shall have any ownership rights to the Approved Containers. Residential Customers shall use the Approved Containers only for the purpose for which they are intended and shall not make any alterations or improvements thereto.

4. Commencement of Collection Services. Collection Services by CONTRACTOR shall commence on January 1, 2024 (the “Commencement Date”) and shall continue without interruption throughout the Term of this Agreement.

5. Collection Services.

5.1 Collection Service to Residential Customers. CONTRACTOR shall provide Collection Services to all Residential Customers at Pickup Points within the Service Area. All Garbage Containers, Bulk Trash and Recycling Containers to be collected shall be placed within six (6) feet of the curb, paved surface of the roadway, closest accessible right-of-way, or other such location agreed to by CONTRACTOR that provides safe and efficient accessibility to CONTRACTOR's personnel and Collection Vehicles. Enclosures for Garbage Containers shall be within eight (8) feet of the paved surface or right-of-way. Fixed or permanent enclosures shall have a street side opening for the removal of the Garbage Containers. For purposes of this Agreement, roadway or right-of-way means a road owned and maintained by the VILLAGE, the County or the State of Florida, or a road on private property for which an easement has been granted to the public. Where a resident is physically unable to deliver Garbage Container and/or Recycling Container to the Pickup Point as certified by the Village Manager, or the Residential Customer is located in such a manner as to provide non-accessibility to CONTRACTOR's personnel or Collection Vehicles, an alternative location may be arranged between the Residential Customer and CONTRACTOR at no extra cost to the Residential Customer. In the event an appropriate location cannot be agreed upon, the Village Manager shall designate the location of the Pickup Point.

5.1.1 Automated Collection Method. CONTRACTOR shall utilize a fully Automated Collection method for both Solid Waste and Recyclable Materials for Residential Customers. All Garbage, Rubbish and Recyclable Materials shall be placed only in Approved Containers at the Pickup Point by the Residential Customer. On collection day, Residential Customers shall provide unobstructed access to the Approved Containers. CONTRACTOR shall be responsible for, and shall clean up any materials spilled by the CONTRACTOR in the course of collection. The Residential Customer shall be responsible for, and shall clean up any materials spilled which do not result from CONTRACTOR's collection.

5.2 Regular Collections. CONTRACTOR shall collect, transport and dispose of all Solid Waste generated by Residential Customers in the Service Area at such frequencies as described below.

5.2.1 Garbage/Rubbish. CONTRACTOR shall collect Garbage and Rubbish from each Residential Customer at least two (2) times per week, with collections at least three (3) days apart pursuant to the Regular Schedule (each collection day being referred to as “Garbage Collection Day”).

5.2.2 Yard Trash (Regular). CONTRACTOR shall collect Yard Trash (Regular) from each Residential Customer one (1) day per week pursuant to the Regular Schedule (each collection day being referred to as “Yard Trash Collection Day”). Yard Trash (Regular) shall be limited to six (6) containers or bundles per Residential Customer per Yard Trash Collection Day.

5.2.3 Recycling Materials. CONTRACTOR shall provide Recycling Services to each Residential Customer one day per week pursuant to the Regular Schedule (“Recycling Day”). Each Residential Customer's Recycling Day shall be the same as one of the Residential Customer's Garbage Collection Days. Recycled material shall be placed at the Pickup Point, commingled in Recycling Containers as provided by CONTRACTOR.

5.2.4 White Goods and Electronic Waste. CONTRACTOR shall provide collection and disposal service of White Goods and Electronic Waste from each Residential Customer. White Goods and Electronic Waste shall be collected by CONTRACTOR within five (5) working days of receipt of a request from Residential Customer or Commercial Customer. In addition, CONTRACTOR shall provide one (1) pre-scheduled collection and disposal service of White Goods or Electronic Waste per quarter. Collection and disposal of White Goods and Electronic Waste from Commercial Customers are negotiated separately between CONTRACTOR and the Commercial Customer.

5.2.5 Bulk Trash. CONTRACTOR shall provide collection and disposal of Bulk Trash on a call-in basis and shall respond to request for service within five (5) business days.

5.2.6 Services to the Disabled. CONTRACTOR shall provide, at no additional charge, side-door Collection Services to disabled persons upon affidavits presented to the Village Manager by the resident, verified in the same fashion as disabled requirements by the State of Florida, Department of Motor Vehicles, or signed by the resident’s physician.

5.2.7 Yard Trash (Oversize). CONTRACTOR shall have the capability of providing Yard Trash (Oversize) collection to Residential Customers on an on-call basis at the price as set

forth in Exhibit “A”. Special Yard Trash (Oversize) collection shall occur within five (5) working days of request. Yard Trash (Oversize) shall be placed neatly at the Pickup Point and shall be of a type as to be readily handled by the mechanical collection equipment of the CONTRACTOR and shall not exceed six (6) feet in length. Yard Trash (Oversize) shall not be commingled with Garbage, Rubbish, or Bulk Trash. Yard Trash (Oversize) collection and disposal shall not be a service funded by VILLAGE but billed separately to the Residential Customer by the CONTRACTOR.

5.2.8 Chemicals/Paint/Fuels. CONTRACTOR shall provide quarterly Household Hazardous Waste disposal events for Residential Customers at mutually agreed upon central locations, dates and times to collect and dispose of batteries, tires, chemicals, paints and fuels brought in by residents of the VILLAGE. Commercial Customers shall not be afforded this service.

5.2.9 Yard Trash (Regular Extra Containers or Bundles). The CONTRACTOR shall pick up additional containers or bundles of Yard Trash (Regular) in excess of the amount specified in Paragraph 5.2.2, provided each extra container or bundle is marked with a permit or sticker issued by the CONTRACTOR obtained by request of the Residential Customer.

5.2.10 “TAG” Notification. When Garbage and Rubbish, Yard Trash, Bulk Trash, or Recyclable Materials are not properly prepared for collection, the CONTRACTOR shall provide written notification to the customer. The written notification shall be in the form of a “TAG”. The “TAG” shall identify the problem(s) as to why the Garbage and Rubbish, Yard Trash, Bulk Trash or Recyclable Materials were not collected, the dates of the occurrence and indicate the proper disposal method and provide CONTRACTOR contact information. CONTRACTOR shall maintain a copy of such “TAG” notice to be provided to the Village Manager or designee upon request.

5.3 Commercial Solid Waste Collection Services. In the event the Commercial Customer and CONTRACTOR cannot reach an agreement as to the level and type of service to be provided, the Village Manager shall make a decision, binding on both parties, including the location and size of containers and the required number of collections per week. All Garbage, Rubbish, Yard Trash and Bulk Trash of Commercial Customers shall be placed in a container. All containers shall be kept in a safe, accessible location agreed upon between CONTRACTOR and the Commercial Customer. If a location cannot be agreed upon, the Village Manager shall determine the location.

5.3.1 Regular Collection. CONTRACTOR shall collect and dispose of Solid Waste (excluding White Goods) from Commercial Customers in the Service Area at the rates specified in Exhibit “A” of this Agreement. A minimum of one (1) day per week service is required for all Commercial Customers, or such other minimum frequency as provided by law. Such service shall be provided by mechanical container with a lid, provided by CONTRACTOR at rates listed in Exhibit “B”. The size of the container, days of collection and the frequency of collection shall be determined between the customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Garbage, Rubbish, Yard Trash or Bulk Trash shall be placed outside or above lid level of the container. Storage capacity shall be suitable for the amount of waste generated by the Commercial Customer. CONTRACTOR shall have exclusive rights to solid waste collections in the VILLAGE.

5.3.2 Recycling. The CONTRACTOR shall provide Recycling Services to each Commercial Customer a minimum of one (1) day per week. The Collection Day shall coincide with the CONTRACTOR’s Collection Day for the Residential Customers in the same geographic area., CONTRACTOR shall not have exclusive rights to recycling collections.

5.3.3 Disputes. In the event the Commercial Customer and CONTRACTOR cannot reach an agreement as to the level and type of service to be provided, the Village Manager shall make a decision, binding on both parties, including the location and size of containers and the required number of collections per week.

5.3.4 Containers/Commercial Solid Waste. All Solid Waste of Commercial Customers shall be placed in an approved container. All containers shall be kept in a safe, accessible location agreed upon between CONTRACTOR and the Commercial Customer. If a location cannot be agreed upon, the Village Manager shall determine location. All containers shall mean any metal or plastic container, with a capacity of one cubic yard up to and including eight cubic yards designed or intended to be mechanically dumped into a picker-loader type truck, including a Compactor. All such containers must be clearly marked in a manner as to prohibit their use for the disposal of Hazardous Waste, , biological, or Bio-Medical Waste or Sludge. Any container damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR within seven (7) days.

5.3.5 Containers/Recycling. Commercial Customers generating Recyclable Materials shall be offered options of sizes of containers for Commercial Recycling Service at the rates specified in Exhibit “B”. CONTRACTOR shall provide Recycling Containers in standard recycling blue color and Recycling dumpsters shall have a distinguishable white or yellow lid.

5.3.6 Containers/Repair/Replacement. The CONTRACTOR is required to keep Containers emptied by mechanical means, cleaned and suitably painted to present a pleasing appearance. The CONTRACTOR shall submit, annually, a schedule showing the frequency of the cleaning and painting of the Containers. The CONTRACTOR, at the beginning of the tenth (10th) month of the Agreement, begin a program which will provide for each customer to receive a reconditioned or new container during the succeeding twelve (12) month period and each twelve (12) month period thereafter. The CONTRACTOR shall provide each customer who uses a container emptied by mechanical means, a new or renovated container on a regular schedule. The CONTRACTOR shall submit to the VILLAGE for the VILLAGE’s approval a schedule showing how the change-out of the containers is to be accomplished and a schedule showing the frequency of the cleaning, deodorizing and painting of Containers. All Containers shall be maintained in a reasonable, safe working condition and shall be painted a uniform color. The requirement for annual replacement of Containers may be foregone if the CONTRACTOR implements an inspection program after the beginning of the tenth (10th) month of the Agreement. Commercial customers shall file the request for the Container replacement with the CONTRACTOR. Any container damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR, at the CONTRACTOR’S expense, within seven (7) days at no cost or inconvenience to the customer. In the event the source of damage cannot be agreed upon by the customer and the CONTRACTOR, the VILLAGE shall mediate the dispute.

5.3.7 Commercial Customers/Perishables. Any Commercial Customer that generates waste of a perishable type, including but not limited to, restaurants, bars, fishing tours and bait shops, shall have a minimum of three (3) collections per week, unless otherwise approved in writing by the Village Manager. All perishable waste must be placed in leak-proof plastic bags prior to placement in the container. Commercial Customers with large roll-off self-contained compactors are to be collected a minimum of one (1) day per week. Grouped Residential Dwelling Units treated as Commercial Customers pursuant to Section 5.9 require a minimum collection of two (2) days per

week.

5.4 VILLAGE Collections. Collection Services shall be provided to the Village Government Facilities listed in Exhibit "D" ("Village Government Facilities") at no charge. This includes accumulated Yard Trash (Regular and Oversize) collected by VILLAGE staff. CONTRACTOR shall provide to the VILLAGE, in addition to the locations listed in Exhibit "D," at no charge, twenty-four (24) annual collections of Yard Trash (Oversize) within five (5) days of receipt of request by VILLAGE at any location within the Service Area. Any quantity up to a 40-yard roll-off container may constitute a single collection. Such collections may be Yard Trash and/or any other Bulk Trash requested by the VILLAGE.

5.5 Changes to Initial Schedule. The VILLAGE shall be immediately notified in writing of any changes to the Initial Schedule. Any permanent changes to the Initial Schedule ("Modified Schedule") that alter the day of any collection are subject to prior approval by the Village Manager. CONTRACTOR shall notify each affected Residential Customer at least seven (7) days prior to the effective date of any Modified Schedule, in a newspaper of general circulation in the VILLAGE and by direct notification to each customer. The cost of publication shall be borne solely by CONTRACTOR.

5.6 Hours of Collection. Residential Collection Services performed pursuant to this Agreement shall begin no earlier than 7:00 a.m., and shall be completed no later than 7:00 p.m. Monday through Saturday. Commercial Collection Services performed pursuant to this Agreement shall begin no earlier than 6:00 a.m. and shall be completed no later than 7:00 p.m. Monday through Saturday. Collection Services shall not take place on Sunday. In the case of an emergency or breakdown of Collection Vehicles, Collection Services may be permitted on Sundays or during times not permitted by this paragraph, provided CONTRACTOR has received prior verbal approval from the Village Manager, to be later evidenced by a written memorandum from the Village Manager confirming the approval. Exceptions to the hours and days of Collection Services set forth above shall be approved by the Village Manager.

5.7 Protection of Property. CONTRACTOR shall conduct Collection Services in such a manner as to avoid damage to private and public property, including but not limited to containers, racks, fences, trees, shrubs, flowers and other plants, and shall immediately repair or pay for any damage caused by its operations. In the event that repairs are not made or damage paid for within fourteen (14) working days and to the satisfaction of the Village Manager, the Village Manager may make such repairs

or pay for such damage and deduct the cost from amounts due to CONTRACTOR pursuant to this Agreement. CONTRACTOR shall provide Collection Services with a minimum disturbance to Residential Customers and to the neighborhood.

5.8 Spillage. CONTRACTOR shall make every effort to minimize leaks, litter and spillage from Collection Vehicles occurring on public or private property as a result of Collection Services. In the event of any litter, leaks or spillage caused by CONTRACTOR, cleanup shall occur within two (2) hours of notice to CONTRACTOR from the VILLAGE or a Residential or Commercial Customer. In the event that litter, leaks or spillage is not picked up or cleaned up within four hours, the VILLAGE may, in its sole discretion, collect the litter, leaks or spillage and deduct from amounts owed CONTRACTOR the cost for the collection or cleanup.

5.9 Billing Option of Residential Dwelling Units of 3 or Less. Notwithstanding the definitions of Residential or Commercial Customers as provided in Sections 1.23 and 1.7, respectively, any Commercial Customer that consists solely of residential dwelling units of 3 or less may request in writing to CONTRACTOR that each dwelling unit receive Residential Customer Collection Service. CONTRACTOR shall forward this request to the Village Manager, who, in his sole discretion, may authorize the change of billing classification to Residential Customer Collection Services. Any change in classification granted in this subsection shall be effective for billing purposes on the next subsequent October 1, following the request for reclassification.

5.10 Billing Option for Grouped Residential Dwelling Units to be treated as Commercial Customer. In some instances, condominium/homeowners associations (HOAs) meeting the definition of Residential Customer pursuant to Section 1.24 would prefer to be treated as a Commercial Customer under Section 1.7 to minimize or avoid garbage trucks entering the respective neighborhoods to collect Garbage, Rubbish, Recyclable Materials and Yard Trash. In this case, the HOAs may request a commercial account and receive an appropriately sized dumpster with recycling bins and location for disposal of Yard Trash and request to be removed from the non-ad valorem assessment roll. After these HOAs have made contact with Contractor to set up the commercial account and be billed directly by Contractor for services, the HOA shall submit a request in writing to the VILLAGE to be removed from the non-ad valorem tax roll for solid waste assessments for

residential services. Depending on the effective date of the change, the VILLAGE will refund pro-rated solid waste assessment amounts to the individual homeowners comprising the HOA. Should the HOA want to revert back to individualized residential services as a Residential Customer, the request should be submitted to the VILLAGE by August 1 of any year to go into effect October 1. Determination of preference among residential dwelling units comprising the HOAs as to billing option as Residential or Commercial Customer is the responsibility of the units comprising the HOAs. If the HOA chooses to be billed as a Commercial Customer, then once the Contractor is notified by the HOA, the Contractor will begin providing one invoice to the HOA as the bill for the entire community (no individual dwelling unit invoicing is permitted).

6. Other Collections.

6.1 Severe Weather/Emergencies.

6.1.1 Emergency Collections/Charges. In case of severe weather which may create a danger to CONTRACTOR personnel or the public, the Village Manager may grant CONTRACTOR the right to temporarily vary from the Regular Schedule. In the case of severe weather or emergencies where it is necessary for CONTRACTOR to acquire additional Collection Vehicles and to hire extra personnel to clear the VILLAGE of debris resulting from the severe weather ("Emergency Collections"), CONTRACTOR shall be required to cooperate with the VILLAGE on a priority basis in all possible ways for the efficient and rapid clean-up of the VILLAGE. CONTRACTOR shall receive extra compensation above that set forth in this Agreement for Emergency Collections, provided CONTRACTOR has first secured prior written authorization from the Village Manager based on rates jointly agreed to by the Village Manager and CONTRACTOR. The VILLAGE may contract with other firms or units of government to provide the Emergency Collections. As soon as practical, after severe weather or an emergency, CONTRACTOR shall advise the Village Manager and Residential and Commercial Customers of the estimated time required before Regular Schedules can be resumed. CONTRACTOR acknowledges VILLAGE has contracts with other contractors to provide emergency services and accordingly CONTRACTOR has no right or entitlement to provide these services to the VILLAGE; however CONTRACTOR agrees to do so upon request of the VILLAGE and on the foregoing terms.

6.2 Holidays. CONTRACTOR shall be obligated to provide Collection Services on Holidays, excluding Christmas Day, to Commercial Customers. CONTRACTOR shall not be obligated to, but may provide, collection services on Holidays for Residential Customers. Holidays include the Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and New Year's Day. All portions of the Service Areas not provided service on a Holiday shall be provided service on the next day and all other services during such week may be rescheduled to the next day, if necessary. CONTRACTOR shall be responsible to advertise to the public seven (7) days prior to any regularly scheduled Collection Day changes.

6.3 Special Collections. From time to time the VILLAGE or Residential Customers may have the need for Solid Waste collections, including Garbage and Rubbish, Yard Trash (Regular), White Goods, Special Waste, Yard Trash (Oversize) and Bulk Trash, in addition to the Regular or Modified Schedule ("Special Collections"). CONTRACTOR shall provide Special Collections as requested by the VILLAGE or Residential Customer within five (5) working days from the date of the request at the rates listed in Exhibit "A." Special Collections requested by a Commercial/Residential Customer shall be billed by CONTRACTOR directly to the customer. Prior to making a Special Collection for a Residential Customer, CONTRACTOR shall provide that Residential Customer with a firm written proposal as to the total cost of the Special Collection. No additional costs beyond those listed in the written proposal may be charged by CONTRACTOR. Notwithstanding the provisions of this section, the VILLAGE reserves the right to contract with other entities or directly provide Special Collections.

6.4 Battery Bag Collection. Battery Bags for button cell batteries for residential home use shall be compliant with industry standards and shall be supplied by CONTRACTOR upon request of the Residential Customer.

7. CONTRACTOR Personnel. CONTRACTOR shall provide, at its own expense, all labor and supervision necessary to provide the Collection Services as set forth in this Agreement.

7.1 CONTRACTOR Officer(s). CONTRACTOR shall assign a qualified person or persons to be responsible for the Collection Services under this Agreement. CONTRACTOR shall provide

in writing the names of those persons to the VILLAGE. Information regarding each person's experience and qualifications shall also be furnished.

7.2 Assignment of Personnel. Specific CONTRACTOR personnel shall be assigned to regularly service each Residential Customer. CONTRACTOR shall make every effort to ensure consistency in the personnel servicing each route.

7.3 Conduct of Personnel. CONTRACTOR's personnel shall serve the public in a courteous, helpful and impartial manner. CONTRACTOR's personnel shall use available sidewalks and walkways for pedestrians. Trespassing by personnel shall not be permitted. Personnel shall not cross the property of one Residential Customer in order to service another Residential Customer unless residents or owners of both such properties shall have given permission in writing to the CONTRACTOR.

7.4 Personnel Uniforms. While providing Collection Services, CONTRACTOR's personnel shall wear a clean uniform including a shirt or overalls with the employer identification and the personnel's first name written in letters at least one inch high, uniform in type. CONTRACTOR shall keep a record of personnel names, numbers and route assignments in a manner to allow identification of the personnel at all times. CONTRACTOR shall provide its then current personnel list and route assignments to the VILLAGE upon request of the Village Manager on the Commencement Date and annually thereafter on each anniversary of the Commencement Date and at any time upon written request of Village Manager. Each driver of a Collection Vehicle shall at all times carry a valid Florida Driver's License for the type of vehicle being operated.

7.5 Residents. CONTRACTOR shall, wherever possible, recruit and employ its personnel performing services under this Agreement from among residents of the VILLAGE.

7.6 Equal Opportunity. No person shall be denied employment by CONTRACTOR for reasons of race, sex, national origin, creed, age, or religion.

7.7 Full Time Personnel. All personnel assigned to provide Collection Services in the VILLAGE shall be full-time or regular part-time CONTRACTOR personnel and shall not be subcontractors.

7.8 Dismissal. CONTRACTOR shall, upon receipt of a request from the Village Manager, immediately exclude any personnel of CONTRACTOR who has intentionally violated

any of the terms of this Agreement from providing Collection Services pursuant to this Agreement. Prior to any such exclusion, CONTRACTOR and VILLAGE agree to meet and review the circumstances of any such exclusion in the event the CONTRACTOR disagrees with the VILLAGE's decision to exclude.

8. Collection Vehicles and Equipment.

8.1 Quality and Quantity. CONTRACTOR shall have on hand at all times and in good working order such Collection Vehicles, machinery, tools, accessories and other items necessary to perform Collection Services under this Agreement (collectively "Collection Equipment"). Collection Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection, recycling and disposal equipment. All Collection Equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

8.2 Collection Vehicles and Equipment – Description and Replacement. All Collection Vehicles and other vehicles used by CONTRACTOR to provide Collection Services ("Other Vehicles") shall be equipped with communication devices (i.e. mobile phones, iPads or other technological devices providing for a means of two way communications). All Collection Vehicles and Other Vehicles are to be painted uniformly with the name of CONTRACTOR, business telephone number and the number of the vehicle in letters not less than five inches high on each side of the vehicle. All Collection Vehicles and Other Vehicles shall be numbered and a record kept by number and utilization. CONTRACTOR shall provide serviceable and adequate equipment at start-up and shall maintain all equipment in accordance with the life expectancy of the equipment. This will include a vehicle for the supervisor overseeing the VILLAGE operations and one (1) "clam" shell truck, operated by the CONTRACTOR, available to the VILLAGE at all times. On the Commencement Date and annually thereafter on each anniversary of the Commencement Date, and at any time upon the written request of the Village Manager, the CONTRACTOR shall provide the Village Manager with a list of current equipment, specifying function, age and anticipated replacement dates. The Village Manager may at any time, upon written notice to the CONTRACTOR and at no additional cost to the VILLAGE, require the repair or replacement of equipment as reasonably necessary for the CONTRACTOR to perform the services and/or for safety concerns.

8.3 Reserve Collection Equipment. The CONTRACTOR shall provide sufficient reserve collection equipment, in proper operating condition to maintain regular schedules and routes of collection.

8.4 Advertising. No advertising shall be permitted on Collection Vehicles.

9. Containers/Residential Collection.

9.1 Generally. Residential Customers shall place Garbage/Rubbish in Approved Containers.

9.2 Handling of Containers. Garbage Containers and Recycling Containers shall be handled carefully by CONTRACTOR, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left bottom up or upright. If an item is found in a Recycling Container that is not Recyclable Material, it shall be left in the Recycling Container with written notification to the effect that the item was not acceptable. Covers on Garbage Containers shall be closed and Garbage Containers returned to the Pickup Point. In the event of damage caused by CONTRACTOR to Garbage Containers or Recycling Containers, other than normal wear and tear, CONTRACTOR shall be responsible for the timely repair or replacement of the Garbage Container or Recycling Container within four (4) days of receiving a complaint from the Residential Customer or the Village Manager.

9.3 Garbage Containers and Recycling Containers. Containers shall be provided to each Residential Customer by the CONTRACTOR pursuant to Section 3.3

10. Disposal of Solid Waste. CONTRACTOR hereby represents and warrants that it shall dispose of the Solid Waste collected pursuant to this Agreement at a county or state-permitted Solid Waste Disposal Facility. CONTRACTOR shall notify the VILLAGE in writing on the Commencement Date and on the anniversary date thereof which Solid Waste Disposal Facility is being used for Solid Waste collected pursuant to this Agreement (“Current Solid Waste Disposal Facility”).

10.1 Disposal of Recycling Materials. CONTRACTOR hereby represents and warrants that it shall dispose of Recycling Materials collected pursuant to this Agreement at a County or State permitted Recovered Materials Processing Facility. CONTRACTOR shall notify the VILLAGE in writing on the Commencement Date and on the anniversary date thereof which Recovered Materials

Processing Facility is being used for Recycling Materials collected pursuant to this Agreement ("Current Recovered Materials Processing Facility").

11. Compensation to CONTRACTOR.

11.1 Monthly Residential Fee. The VILLAGE shall pay CONTRACTOR the sum of \$41.01 per month per Residential Customer (the "Monthly Residential Fee") as full compensation for the performance of regular schedule Residential Collection Services.

11.2 Monthly Commercial Fee. The CONTRACTOR shall charge fees for Commercial Customers at the rates established in Exhibit "B", Commercial Pricing Schedule.

11.3 No Fee for VILLAGE Collections. There shall be no compensation paid by VILLAGE or franchise fee credits to CONTRACTOR for collections at Village Government Facilities for any services.

11.4 Favored Nations Clause. In the event CONTRACTOR negotiates with a neighboring municipality or Monroe County (the "County") a more favorable rate than provided to the VILLAGE for the provisions of the same or substantially the same services provided in this Agreement, upon execution of the Contract with the neighboring municipality or the County, CONTRACTOR shall reduce the rates charged to the VILLAGE to be equal to or lower than the rates charged the neighboring municipality or the County. Neighboring municipality shall mean municipalities within Monroe County.

12. Billing.

12.1 Residential and Commercial Billing. The VILLAGE shall be responsible for billing of all Residential Customer Collection Services. CONTRACTOR shall be responsible for billing of all Commercial Customer Collection Services and Special Waste Collection Services. CONTRACTOR shall provide the VILLAGE with a copy of each Commercial Customer's agreement for services and shall provide a monthly report to include all billing (Solid Waste and Special Waste Collection Services) on a timely basis. CONTRACTOR shall invoice each Commercial Customer on a monthly basis. The invoice shall include a breakdown of all charges per cubic yard as well as all Special Waste Services provided to the Commercial Customer.

12.2 Invoices. CONTRACTOR shall submit an invoice to the VILLAGE by the 10th day of each month for Residential Customer Collection Services rendered during the preceding month.

Each invoice for Residential Customer Collection shall include a deduction for monthly Franchise Fees related to the previous month for Residential Customer Service Collection, calculated as provided in Section 13.2 below. Invoices for Commercial Customers are determined as provided in Section 13.3 below. Payments shall be made to CONTRACTOR (related to Residential Customer Collection Services) by the VILLAGE on or before the 20th day of the following calendar month upon verification of the invoice submitted. The number of Residential Customers served and a copy of the Complaint Register shall be furnished by CONTRACTOR to the VILLAGE along with each invoice.

12.3 Billing Adjustment Procedures. On the first day of each month the number of Residential Customers may be adjusted by the VILLAGE, if necessary, to correspond with Collection Services being provided. This adjustment will result in a variation in fees. The parties agree that there shall be no fluctuation, however, in the quality or quantity of services provided to each Residential Customer, regardless of seasonal population fluctuation. The Village Manager shall notify CONTRACTOR verbally, and shall confirm in writing within 15 days of any Residential Customer to which Collection Services should be terminated and of any Residential Customer to which Collection Services should be commenced. Collection Services shall commence or terminate as appropriate at the next Regular Schedule Collection Day after verbal notification.

12.4 Cost of Living Adjustments. Beginning on October 1, 2024, and annually thereafter on the anniversary thereof, CONTRACTOR's Collection & Hauling fees, whether paid by the VILLAGE or billed directly to the customer, shall be automatically adjusted to reflect the increase or decrease in the cost of doing business, measured by the fluctuation in the Consumer Price Index (CPI) (All Urban Consumers, Miami-Fort Lauderdale, Florida) for all items, as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the percentage change in the CPI from the previous June to June of the year in which the adjustment is effected, or the closest annual period, should the statistics for the June to June period cease to be published. Notwithstanding the foregoing, the annual CPI adjustment shall not exceed an increase or decrease of more than five (5) percent.

12.4.1 Cost of Living Adjustments – Disposal. The CONTRACTOR is entitled to the Cost of Living Adjustment for Disposal as provided in Section 12.4 above. However, if the Disposal cost

to the CONTRACTOR is increased or decreased based on the then current price that the Monroe County system charges CONTRACTOR for the respective waste/product type in excess of the increase allowed under Section 12.4 above, the VILLAGE agrees to work with the CONTRACTOR to provide any increase or decrease in the fees paid by customers in the VILLAGE. Should any increase agreed to by the VILLAGE under this Section 12.4.1 be implemented, then any subsequent decrease should be automatically applied.

12.4.2 Cost of Living Adjustments – Fuel Surcharge. Should the cost of diesel fuel increase at a rate in excess of 15% annually, the VILLAGE agrees to work with the CONTRACTOR to alleviate such cost increase with a temporary increase to cover the additional fuel cost. Should the inflated fuel cost decrease then the prior approved increase will automatically decrease accordingly.

13. Franchise.

13.1 Exclusive Rights. To the extent permitted by law, the VILLAGE hereby grants CONTRACTOR the exclusive franchise right and the full obligation during the Term of this Agreement and any Additional Term, for the collection, hauling and disposal of all Residential Customer and Commercial Customer Solid Waste within the Service Area, with the exception of Commercial Customer Recycling Services and roll-on, roll-off service. Pursuant to Florida law, the VILLAGE has the lawful authority to enter into this Agreement. If at any time during the Term of the Agreement, a court or change in law affects the VILLAGE's ability to grant the exclusive franchise rights specified in this Agreement, the VILLAGE shall not be liable to the CONTRACTOR for any losses or damages sustained by the CONTRACTOR by any such change.

13.2 Franchise Fees. As consideration for granting this franchise and for use of the VILLAGE's roads, streets and rights-of-way, CONTRACTOR shall pay the VILLAGE a Franchise Fee as follows: Fifteen percent (15%) of all gross revenues billed (by both CONTRACTOR and the VILLAGE) from all sources of Collection Services, Residential and Commercial, within the Service Area.

13.3 Franchise Payments. CONTRACTOR shall calculate residential Franchise Fees due to the VILLAGE on a monthly basis. Invoices submitted by CONTRACTOR by the 10th day of each month for services rendered and billed in the preceding month shall include a deduction for the corresponding Franchise Fee for the same period. CONTRACTOR shall pay the Commercial Franchise

Fee to the VILLAGE on a quarterly basis on the 20th day of the month immediately following the end of the prior quarter. A clear and concise report summarizing all billing for the corresponding quarter with sufficient documentation to determine the calculation of the Franchise Fee shall be provided by CONTRACTOR with each payment.

14. Ownership of Recyclable Materials. CONTRACTOR shall be the owner of all Recyclable Materials it collects from Residential Customers and may recycle, process, or sell the Recyclable Materials, at its discretion. Neither the VILLAGE nor the Residential Customers shall be entitled to the proceeds of any sale of processed or unprocessed Recyclable Materials.

15. Disposal of Non-Saleable Recyclable Materials. In the event Recyclable Materials are not saleable and must be disposed of at a solid waste disposal facility, the CONTRACTOR shall not charge the VILLAGE for the number of tons of material so disposed.

15.1 Revenue Generated from Recyclable Materials. The CONTRACTOR shall account for all revenues generated through recycling and report all such revenues to the VILLAGE on a monthly basis. The revenue amounts are to be verified by accompanying receipts from the purchaser of the recyclable material and the CONTRACTOR shall retain all revenues generated from the sale of the recyclables.

16. Agreement Performance.

16.1 Unsatisfactory Performance. If at any time during the Term or any Additional Term of this Agreement, CONTRACTOR's performance is considered unsatisfactory to the Village Manager, upon notification of the unsatisfactory performance, CONTRACTOR shall immediately take all steps necessary to satisfactory perform this Agreement, including but not limited to increasing the work force, or increasing or repairing tools and Collection Equipment as needed. The failure of the Village Manager to give such notification shall not be a precondition to the exercise of other rights of the VILLAGE under this Agreement nor relieve CONTRACTOR of its obligation to perform in the manner specified in this Agreement.

16.2 Information. CONTRACTOR shall furnish the Village Manager any information relating to this Agreement deemed necessary by the Village Manager, in the Village Manager's sole

discretion, to ascertain whether or not Collection Services are being performed in accordance with the requirements of this Agreement.

16.3 Inspection. The Village Manager may inspect CONTRACTOR's operations and Collection Equipment upon reasonable notice to CONTRACTOR. CONTRACTOR shall permit the Village Manager to make such inspections at reasonable times and places.

17. Complaints and Complaint Resolution Penalties.

17.1 Customer Service. CONTRACTOR shall have designated customer service representatives available by phone to address any and all resident and/or Village concerns. The customer services shall include a responsible person in charge with the ability to communicate with the public during collection hours. After hours of operation, the CONTRACTOR shall provide a telephone answering service and contact person during non-office hours for the receipt of customer inquiries. The contact person shall have the ability to authorize operations in the case of situations requiring immediate attention. In the event of a dispute between CONTRACTOR and a Customer as to whether an item falls within a particular category of Solid Waste or Prohibited Waste, the situation shall be reviewed and resolved by the Village Manager at his/her sole discretion.

17.2 Complaint Register. CONTRACTOR shall prepare and maintain, in accordance with a format approved by the Village Manager, a written register of all complaints received, indicating the disposition of each complaint ("Complaint Register"). The Complaint Register shall be available for inspection by the Village Manager at all times during which the office is open. The Complaint Register shall indicate at a minimum, the name and address of the complainants, the date and hour on which the complaint was received, the nature of the complaint, and the date and hour on which it was resolved.

17.3 Response to Complaints. Ensure two (2) hour maximum response time for cleanup of spillage by the CONTRACTOR, twenty-four (24) hour response time for missed or delayed collections, and five (5) day response time for special collections of Bulk Trash, oversized Yard Trash, White Goods, Electronic Waste and additional garbage collections. Requested Garbage Containers or Recycling Containers shall be delivered within five (5) working days of receipt of request. When complaint received on a day preceding a holiday or the weekend, the complaint shall be resolved no later than the next working day.

17.4 Reports. The Complaint Register shall be submitted to the Village Manager each month together with the monthly invoice.

17.5 Disputes. Unresolved disputes between CONTRACTOR and Customers shall be referred to the Village Manager whose decision shall be final and binding on the CONTRACTOR.

17.6 Penalties. CONTRACTOR shall be assessed penalties by the Village Manager for failure of performance in accordance with the Penalty Schedule attached as Exhibit "E," which amounts shall be deducted monthly from payments due CONTRACTOR by the VILLAGE.

18. Reports.

18.1 Annual Reports. For purposes of this section, CONTRACTOR agrees to utilize the VILLAGE's fiscal year, October 1 through September 30, as the period for annual reporting and to calculate Franchise Fees. No later than December 1, following each fiscal year, CONTRACTOR shall submit to the VILLAGE a report containing the following information for the previous fiscal year:

18.1.1 Total Solid Waste tonnage collected.

18.1.2 Total Tipping Fees paid to dispose of the Solid Waste.

18.1.3 Gross Billing for all Residential and Commercial Solid Waste collection, including all Special Services, within the Service Area.

18.1.4 Total Recyclable Material collected and recycled at an approved recycling facility.

18.1.5 Proof that all insurance and bonds required by this Agreement are in effect.

18.1.6 Other information and data as requested by the Village Manager, except information which is held by CONTRACTOR as proprietary or confidential.

18.1.7 Complaint Register.

18.1.8 Annual Audit. No annual audit shall be required, provided the CONTRACTOR shall provide compiled financial statements, which may be marked as confidential and be exempt from disclosure to the extent provided by Florida Statutes.

18.1.9 Proof of informational and educational outreach efforts.

18.1.10 List of dates and locations of speaking engagements promoting the VILLAGE's Recycling Services program.

18.2 Monthly Reports. The CONTRACTOR shall provide the following reports on a monthly basis in a form and format approved by the VILLAGE:

18.2.1 The list required by Section 13.3.

18.2.2 A list of addresses that received a “TAG” and other details including attempts to follow up pursuant to Section 5.2.11.

18.2.3 A summary report by ton for all Solid Waste disposed of within the VILLAGE, including copies of disposal tickets.

18.2.4 A Recyclable Materials status report, to include a summary of all tonnages of recyclables collected by category. Report shall list any details of problems in the Recyclable Materials collection operation and measures taken to resolve problems, increase efficiency, and household participation. At a minimum, a breakdown of estimates of the following items shall be included in the reporting: Newspaper, glass, aluminum cans, steel cans, ferrous metals, non-ferrous metals, plastic bottles, other plastics, corrugated paper, office paper, other paper and Yard Trash (Regular and Oversize).

19. Subcontractors. CONTRACTOR shall not employ subcontractors to perform collection, disposal and hauling services pursuant to this Agreement without prior written approval by the VILLAGE.

20. Performance Bond. As additional security for the CONTRACTOR’s obligations under the Agreement, the CONTRACTOR shall obtain and maintain a Performance Bond. The Performance Bond shall be renewed annually and must be in form acceptable to the VILLAGE. The surety company shall be acceptable to the VILLAGE and authorized to do business in the State of Florida.

20.1 Amount of Bond. CONTRACTOR shall, prior to the Commencement Date, furnish to the VILLAGE a Performance Bond in the amount of \$1,000,000 in a form acceptable to the VILLAGE.

20.2 Surety Companies Acceptable to the VILLAGE. The Performance Bond must be executed by a surety company acceptable to the VILLAGE and authorized to do business in the State of Florida. To be acceptable to the VILLAGE as Surety for Performance Bond, a Surety Company shall comply with the following provisions: (1) the surety company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida; (2) the surety company shall have a currently valid Certificate of

Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code; (3) the surety company shall be in full compliance with the provisions of the Florida Insurance Code; (4) the surety company shall have at least twice the minimum surplus and capita required by the Florida Insurance Code at the time the RFP was issued; (5) the surety must have a registered agent in the State of Florida; meet all of the requirements of the laws of Florida and the regulations of the VILLAGE and the VILLAGE's approval; and (6) the surety company shall have a minimum rating of A-/VII as rated by A.M. Best.

The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida Department of Insurance to do business in this State has been met. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

21. Indemnification. The CONTRACTOR shall indemnify and hold harmless the VILLAGE and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and paralegals' fees and court and witness fees whether in litigation, appeal or as a part of settlement negotiations, arising out of or resulting from the Collection Services (or non-performance thereof); provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission or as an act of intentional misconduct of the VILLAGE, the CONTRACTOR, any sub-contractor, any sub-subcontractor or anyone directly or indirectly employed or contracted by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, except the CONTRACTOR shall not have to indemnify and hold harmless the VILLAGE if such claim, damage, loss and expense is the result of the sole negligence or as an act of intentional misconduct of the VILLAGE or any of its employees.

The CONTRACTOR agrees to indemnify and save the VILLAGE and its agents, officers,

volunteers, and employees, both in their official and individual/personal capacities, harmless from all suits or actions arising from the CONTRACTOR's infringement of patent, trademark, or copyright, including any acts or non-acts of sub-contractor or sub-subcontractor or those individuals under the control or direction of any of the foregoing.

The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, harmless from all suits or actions arising from any acts or non-acts by the CONTRACTOR, and sub-contractor or sub-subcontractor or those individuals under the control of direction of any of the foregoing, without limitation, for any of the following:

- Performance or the omission to perform the collection, transport, delivery, and disposal of Garbage/Rubbish, Bulk Trash, and Recyclable Materials, and Yard Trash with or without a “claw” truck, Garbage/Rubbish using Roll-Off Containers;
- The furnishing or failure to furnish, deliver, or pick-up any Garbage Containers, Commercial Garbage Containers, Recycling Containers, and Roll-Off Containers;
- The administration of or failure to administer this Agreement;
- The hiring or omission to hire or supervise any employees or labor in or for the performance of the Collection Services pursuant to this Agreement;
- The obtaining, use, maintenance, and operation of equipment in furtherance of the performance of Collection Services pursuant to this Agreement;
- The employment of or failure to employ safety measures or equipment in the performance of the Collection Services pursuant to this Agreement;
- The marketing of Recyclable Materials;
- The establishment and operation of office facilities;
- The compliance with or failure to comply with any laws, administrative rules or regulations, or ordinances in the performance of (or failure to perform) the Collection Services pursuant to this Agreement; and
- The performance or non-performance of any requirements, duties, obligations, or tasks required to be performed by or for the CONTRACTOR pursuant to or as a result of this

agreement.

The VILLAGE reserves the right to select its own attorneys and paralegals to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement, the cost and fees or which shall be timely and promptly paid for by the CONTRACTOR. Nothing contained herein is intended to nor shall it be construed to waive VILLAGE's rights and immunities under the common law, the U.S. or Florida Constitution, or Section 768.28 Florida Statutes as amended from time to time. The CONTRACTOR agrees that this Agreement or any subcontract or sub-subcontract hereof, or agreement relating to the Collection Services shall not be construed to be an agreement subject to Section 725.06 or 725.08, Florida Statutes, and the CONTRACTOR also agrees that its obligations to indemnify the VILLAGE is not in any way limited by Section 725.06 and 725.08, Florida Statutes.

This section shall be in addition to and separate from any insurance or bond provided for by or pursuant to this Agreement. This section relating to indemnification shall survive the termination of this Agreement.

22. Insurance.

Upon execution of this Agreement, the CONTRACTOR shall, at their own expense, procure and maintain throughout the term of this Agreement and any renewals thereof, with insurers acceptable to the VILLAGE, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional/Pollution policy (ies), CONTRACTOR shall provide to the VILLAGE a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, CONTRACTOR shall furnish the Village with:

- A. A fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copies of the actual additional insured endorsements as issued on the Commercial General Liability, Automobile Liability, and Environmental/Pollution Liability policies, signed by an authorized representative of the insurer(s) verifying inclusion of the VILLAGE and the Village's council members, officials, officers and employees as additional

insureds;

- B. The original of the policy(ies); or
- C. Other certified copy evidence satisfactory to the VILLAGE.

Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the VILLAGE with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such certified insurance.

If requested to do so by the VILLAGE, the CONTRACTOR shall, within thirty (30) days after receipt of a written request from the VILLAGE, provide the VILLAGE with a certified, complete copy of the policies of insurance providing the coverage required.

22.1 Workers' Compensation/Employer's Liability Insurance

Workers' Compensation Policy shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the VILLAGE with 30 days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 5,000,000	Each Accident
	\$ 5,000,000	Disease - Policy Limit
	\$ 5,000,000	Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the VILLAGE, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the VILLAGE, and its council members, officials, officers and employees scheduled thereon.

22.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be no more restrictive than that provided by the

most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below.

The VILLAGE and the Village's council members, officials, officers, agents and employees shall be included as an "Additional Insured's" on a form no more restrictive than ISO Form CG 20 10 11/85 or its equivalent, to include coverage for products and completed operations (Additional Insured - Owners, Lessees, or Contractors). The policy must be endorsed to provide the VILLAGE with 30 days' notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 5,000,000	General Aggregate
\$ 5,000,000	Products/Completed Operations Aggregate
\$ 5,000,000	Personal and Advertising Injury
\$ 5000,000	Each Occurrence

22.3 Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The VILLAGE and the Village's council members, officials, officers, agents and employees shall be included as "Additional Insured". The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 5,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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22.4 Environmental / Pollution Liability Insurance.

Environmental/Pollution Liability insurance shall cover the CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property

damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Coverage shall not exclude the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. Said pollution liability policy shall include and list as “Additional Insured” the VILLAGE and the VILLAGE’s council members, officials, officers, agents and employees; 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. Proposer shall obtain all necessary endorsements to support these requirements. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim

\$ 2,000,000 Annual Aggregate

22.5 General Insurance Requirements.

22.5.1 The VILLAGE and the VILLAGE’s council members, officials, officers, agents and employees shall be included as an “Additional Insureds” on the policies listed in this Section 22.

22.5.2 The maximum permissible deductible for any of the policies listed in this Section 22 shall be \$25,000 per claim. The payment of any amount owed under any deductible shall be the sole responsibility of the CONTRACTOR and CONTRACTOR shall pay on behalf of the VILLAGE or the Village’s council members, officials, officers, agents and employees any deductible applicable to a claim against the VILLAGE or the Village’s council members, officials, officers, agents and employees.

22.5.3 The insurance provided by the CONTRACTOR shall apply on a primary basis and non-contributory basis. Any insurance maintained by the VILLAGE shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR.

22.5.4 The insurance maintained by the CONTRACTOR shall apply on a first dollar basis without application of a deductible. The CONTRACTOR shall be required to provide the

VILLAGE with a secured letter of credit or bond, in a form acceptable to the Village Attorney to cover any deductibles.

22.5.5 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the VILLAGE by the insurance provided by the CONTRACTOR shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the VILLAGE under the Agreement or otherwise.

22.5.6 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement. Certificates of Insurance must be completed as follows:

Certificate Holder

Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

Additional Insured for Commercial General Liability

Islamorada, Village of Islands and its Council members, officials, officers and employees

All companies providing insurance shall be authorized to do business in the State of Florida and rated B+:VI or better by Best's Key Rating Guild, latest edition. No change or cancellation of this insurance shall be made without 30 days prior written notice to the VILLAGE.

23. Events of Default by CONTRACTOR. Each of the following events or conditions shall constitute an "Event of Default" by CONTRACTOR for the purposes of this Agreement:

23.1 Any failure by CONTRACTOR to perform or comply with any material terms and conditions of this Agreement.

23.2 Filing by or against CONTRACTOR or the Performance Bond surety of a bankruptcy, receivership, assignment for the benefit of creditors, liquidation, dissolution, composition or reorganization petition, or other insolvency proceeding.

23.3 Failure by CONTRACTOR to provide Collection Services for a period of three (3) consecutive days, excluding Sundays, Holidays and any period of time encompassing any delay of performance caused by or resulting from any national disasters or any declaration of emergency by Monroe County, Florida.

23.4 Complaints constituting verified deviations from CONTRACTOR's duties or obligations under this Agreement in any calendar month in excess of ten (10) per month.

23.5 Not resolving legitimate complaints of missed Collection Services within the time frame specified, six (6) or more times in any calendar month.

23.6 If any representation or warranty furnished by CONTRACTOR in this Agreement is found to be false or misleading in any material respect.

23.7 Sale or assignment of the franchise rights provided by this Agreement to a third party without the VILLAGE's prior written consent, which may be withheld for any reason.

23.8 Refusal of CONTRACTOR to allow inspection or review of records.

23.9 Failure to timely provide the annual report or audited financial statement.

24. Remedies Upon Default by CONTRACTOR; Termination. In the event of Default by CONTRACTOR, the VILLAGE may, without election of remedies:

24.1 Without recourse to legal process, terminate this Agreement by delivery of a written notice of default to CONTRACTOR specifying the default and providing an opportunity to cure such default within ten (10) days from the date of the notice. If such default cannot be cured within the ten (10) day period, then the VILLAGE and CONTRACTOR shall develop a plan to cure such default that is mutually acceptable. If no agreement is reached within twenty (20) days of the notice of default, the VILLAGE can terminate this Agreement immediately.

24.2 Seek recovery on the Performance Bond.

24.3 Exercise all remedies available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and

owing to the VILLAGE, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy, and/or for specific performance.

25. Representations and Warranties of CONTRACTOR. CONTRACTOR warrants and represents to the VILLAGE that:

25.1 It understands that at certain times during the year, the quantity of Solid Waste to be disposed of is materially increased by the influx of visitors. CONTRACTOR agrees that seasonal fluctuation shall not be justification for CONTRACTOR to fail to maintain the Regular Schedules or to justify a rate increase.

25.2 All Solid Waste collected by CONTRACTOR under this Agreement shall be disposed of at a duly licensed and permitted Solid Waste Disposal Facility.

25.3 All Recyclable Materials collected by CONTRACTOR under this Agreement shall be recycled at a duly licensed and permitted Recovered Materials Recycling Facility.

25.4 CONTRACTOR has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder.

25.5 CONTRACTOR's execution, delivery, and performance of this Agreement have been duly authorized by, or is in accordance with, its instruments of creation and organization, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid and binding obligations.

25.6 CONTRACTOR's execution, delivery, and performance of this Agreement shall not result in a breach of violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

25.7 CONTRACTOR has not received any notice, nor to the best of its knowledge is there pending or threatening any notice, or any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.

25.8 CONTRACTOR has, or shall have, under its control at the date of commencement of Collection Services under this Agreement, or will acquire as require in this Agreement,

all Collection Equipment, personnel and Solid Waste Disposal Facility necessary to perform under this Agreement.

26. Compliance with Law. CONTRACTOR shall perform its obligations hereunder in compliance with any and all applicable Federal, State, County, VILLAGE and local laws, rules, and regulations, in accordance with sound safety practices, and in compliance with any and all rules of the Village. CONTRACTOR shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder prior to beginning of providing Collection Services.

27. Taxes, Liens and Fees. At all times during the existence of this Agreement, CONTRACTOR shall pay on or before the due date all taxes, fees, and assessments which may be levied upon or in respect of the Collection Equipment, or its operation, including but not limited to commercial personal property taxes, sales taxes, and intangible taxes, and CONTRACTOR shall pay on or before the due date any other charge of any character which may be imposed or incurred by any public authority as an incident to title to, ownership of, or operation of the Collection Equipment. In the event that any lien or encumbrance of any nature relating to CONTRACTOR's Collection Equipment or the operation or maintenance thereof is filed upon the VILLAGE, CONTRACTOR shall have thirty (30) days from the date of written notice by VILLAGE to have such lien or encumbrances bonded off or discharged.

28. Access to Books and Records/Audit. CONTRACTOR shall maintain adequate records of all Collection Services. The Village Manager or his/her designee shall have the right to audit, inspect and review all records, including, but not limited to, the customer list and Complaint Register pursuant to this Agreement, maintained by CONTRACTOR at all times during which the office is open. On a monthly basis, CONTRACTOR shall provide to the VILLAGE the previous month's volume of Recyclable Materials collected under this Agreement. An annual audit of CONTRACTOR's books and records by an in-house certified public accountant prepared in accordance with generally accepted accounting principles, pertaining to the calculation of the Franchise Fee paid under this Agreement in the Service Area shall be delivered to the VILLAGE no later than December 1st of the year following the fiscal year.

If the results of any audit performed by the VILLAGE indicates that the CONTRACTOR has billed for services not performed, has improperly calculated revenue or owes additional Franchise Fees to

the VILLAGE, or if an audit reveals discrepancies in billing or payment of Franchise Fees to the VILLAGE, the CONTRACTOR shall within 30 days of receipt of a request from the VILLAGE, provide backup satisfactory to the Village Manager, credit the VILLAGE on its next monthly billing or repay such funds to the VILLAGE. In the event that the CONTRACTOR does not provide the required documentation, credit or repayment to the VILLAGE within 30 days, the VILLAGE may withhold the amount of the discrepancy as calculated by the VILLAGE from subsequent payments due to the CONTRACTOR until the discrepancy is resolved to the satisfaction of the Village Manager.

29. Public Awareness Program.

29.1 CONTRACTOR shall assist the VILLAGE with a Public Awareness Program by distributing door hangers, stickers, flyers or other media to Residential and Commercial Customers as requested by the VILLAGE. CONTRACTOR shall provide annually a written program, to the Village Manager, explaining intended engagement schedule.

29.2 The public shall also be notified of Commercial Recycling Services through CONTRACTOR's initiative through special recycling events, Hazardous Waste disposal events, workshops, educational forums and symposiums and other activities, as needed.

29.3 CONTRACTOR shall provide information and education to Residential and Commercial Customers on an annual basis in order to increase the VILLAGE's public awareness (newspaper, radio, websites) as well as educational outreach to promote these services and shall conduct complimentary waste audits for interested Commercial Customers. CONTRACTOR shall include in the Annual Report proof of informational/educational outreach efforts.

29.4 The CONTRACTOR shall produce and distribute one brochure by mail to each Residential Customer each October, at the CONTRACTOR's expense, which shall include a condensed version of the Collection Schedule, and rules and regulations. The brochure shall also include Collection Services information provided by the Agreement with the VILLAGE including the guidelines for collection of Solid Waste, Electronic Waste, Recyclables Materials, and related materials. Further, the brochure shall contain specific examples of well-known consumer products and materials capable of being recycled, which would otherwise be disposed of as Garbage/Rubbish. These brochures and the newspaper ad shall be produced under the direction of and with final approval by the Village Manager prior to

publishing. The CONTRACTOR's logo or other identifying information together with a VILLAGE seal shall be displayed on these brochures. The CONTRACTOR shall also provide a full page newspaper ad containing information similar to the brochure two times per year at a minimum in one newspaper with local circulation as approved by the Village Manager.

29.5 The CONTRACTOR shall participate in speaking engagements and attendance at local homeowners and condominium association meetings, public and private schools board meetings, and business and civic association meetings for presentation and distribution of educational brochures or other materials as deemed necessary by the Village Manager at the CONTRACTOR's expense through the duration of the Agreement. CONTRACTOR shall list in the Annual Report dates and locations of speaking engagements.

30. Notices and Changes of Address. Unless otherwise provided for in this Agreement, all notices, demands, requests and other communications required under this Agreement may be given orally (either in person or by telephone) if confirmed in writing within twenty-four (24) hours thereafter, by facsimile or in writing delivered by hand or mail and shall be conclusively deemed to have been received if delivered or attempted to be delivered by United States first class mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at its address set forth below in this section of this Agreement. Any party may designate a change of address by written notice to the other party, received by such other party at least ten (10) days before such change of address is to become effective.

The VILLAGE should be addressed as follows:

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

With a required copy to:

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

CONTRACTOR should be addressed as follows:

Island Disposal Company
Attn: Brian Lindback, President
86500 Overseas Hwy,
Islamorada, Florida 33036

31. No Waiver. The failure of CONTRACTOR or the VILLAGE to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's rights to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of CONTRACTOR or the VILLAGE.

32. 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:

32.1 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;

32.2 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;

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

32.4 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.

33. 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.

34. Scrutinized Companies.

34.1 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.

34.2 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.

34.3 CONTRACTOR agrees to observe the above requirements for

applicable subcontracts entered into for the performance of work under this Agreement.

34.4 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.

35. Severability. In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

36. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

37. Assignment. CONTRACTOR shall not assign, sell, transfer or dispose of the franchise rights or obligations granted by this Agreement in any manner whatsoever without the express prior written consent of the VILLAGE. The VILLAGE shall have the full discretion to approve or deny, with or without cause, any proposed sale, transfer, or assignment by CONTRACTOR. Any assignment, sale or transfer of this Agreement made by CONTRACTOR without the express written consent of the VILLAGE shall be grounds for the VILLAGE to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR. This Agreement shall be deemed immediately terminated as of the date of such notice, and upon such termination all liability of the VILLAGE under this Agreement to CONTRACTOR shall cease, and the VILLAGE shall have the right to call the Performance Bond and shall be free to negotiate with any other person or company for Solid Waste Collection Services in the Service Area which is the subject of this Agreement. In the event the VILLAGE agrees to an assignment, sale or transfer of the franchise, the assignee shall fully assume all the liabilities and obligations of CONTRACTOR under this Agreement.

38. Complete Agreement. This Agreement, when executed, together with the Exhibits attached hereto, as provided for by this Agreement, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified, or terminated except by writing signed by the parties hereto.

39. Proposal and Agreement Incorporated by Reference. The VILLAGE's Request for Proposals for Solid Waste Collection Services, together with all addenda thereto, and CONTRACTOR's

response thereto are hereby incorporated by reference into this Agreement. In construing the rights and obligations between the parties, the order of priority in case of conflict between the documents shall be as follows:

- 39.1 This Agreement;
- 39.2 The Proposal as Addended; and
- 39.3 Request for Proposal.

40. Independent Parties. Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between VILLAGE and CONTRACTOR, a partnership or joint venture, a principal agent relationship, or any relationship other than independent contractor.

41. Force Majeure. The performance of any act by the VILLAGE or CONTRACTOR hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided. In such event the VILLAGE shall have the right to provide substitute service from third party contractors or VILLAGE forces. The VILLAGE may withhold payment due CONTRACTOR for any period of time the CONTRACTOR does not perform services due to Force Majeure. If the condition of Force Majeure exceeds a period of seven (7) days, the VILLAGE may at its sole option and discretion, cancel or renegotiate this Agreement.

42. Time is of the Essence. Time is of the essence with respect to each and every term and condition of this Agreement.

43. Amendment. The parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change of this Agreement shall be valid and effective, unless both parties execute a written amendment evidencing their agreement.

44. Attorneys' Fees. If the VILLAGE or CONTRACTOR incur any expenses in enforcing the terms of this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable attorneys' fees and costs.

45. Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or their personal representatives, successors, and assigns may require.

46. Counterparts. This Agreement and any Amendments may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

47. Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

48. Governing Law/Waiver of Jury Trial. This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in the Upper Keys Division of the Circuit Court of Monroe County, Florida. Each party knowingly and irrevocably waives its right to a trial by jury for any and all actions that might arise out of this Agreement.

([REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this instrument on the date first above written.

VILLAGE:

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

By: _____

Village Manager

ATTEST

Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY

Village Attorney

Witnesses:

Print Name: _____

Print Name: _____

CONTRACTOR:

ISLAND DISPOSAL COMPANY

By: _____

Print Name: _____

Title: _____



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: July 6, 2023
SUBJECT: **Amending Administrative Relief Under the Building Permit Allocation System (BPAS) - 1st Reading - TAB 16**

Background:

The Village has established Land Development Regulations (“LDRs”) to properly guide development and protect the health, safety, and welfare of the public and Council desires to amend existing provisions under Division 11, “Building Permit Allocation System,” of Article IV of the Village’s LDRs relating to administrative relief from Building Permit Allocation System (“BPAS”) regulations. Specifically, Council desires to amend Section 30-477, “Administrative Relief,” of the Village Code to allow the authority to grant administrative relief to individuals, prior to July 6, that are currently in the market rate BPAS queue that have earned additional points for land dedication. In addition, Council seeks the authority to grant administrative relief to individuals in accordance with a court order or settlement agreement. These proposed provisions of this Ordinance are consistent with the Village Comprehensive Plan and the Principles for Guiding Development within the Florida Keys Area of Critical State Concern.

The BPAS administrative relief pool is comprised of unused market rate allocations. There are currently twenty-nine (29) available allocations in the administrative relief pool.

Analysis:

Budget Impact:

None

Staff Impact:

None

Recommendation:

Attachments: 1. Ordinance Amending Section 30-477 Administrative Relief

ORDINANCE NO. 23- ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING ARTICLE IV, "ADMINISTRATIVE PROCEDURES," OF CHAPTER 30, "LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE RELATING TO ADMINISTRATIVE RELIEF AVAILABLE TO APPLICANTS UNDER THE BUILDING PERMIT ALLOCATION SYSTEM (BPAS); PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, Islamorada, Village of Islands (the "Village") has established Land Development Regulations ("LDRs") to properly guide development and protect the health, safety, and welfare of the public; and

WHEREAS, the Village Council desires to amend existing provisions under Division 11, "Building Permit Allocation System," of Article IV of the Village's LDRs relating to administrative relief from Building Permit Allocation System ("BPAS") regulations; and

WHEREAS, specifically, the Village Council desires to amend Section 30-477, "Administrative Relief," of the Village Code to allow the Village Council the authority to grant administrative relief to individuals that have dedicated vacant, legally platted buildable lots and/or vacant, unplatted buildable lots that are at least one acre in size prior to July 6, 2023; and

WHEREAS, the Village Council desires to further amend administrative relief provisions under BPAS in order to allow the Village Council the authority to grant

administrative relief to individuals in accordance with a Court order or settlement agreement; and

WHEREAS, the provisions of this Ordinance are consistent with the Village Comprehensive Plan and the Principles for Guiding Development within the Florida Keys Area of Critical State Concern; and

WHEREAS, the Village Council finds that the provisions of this Ordinance are intended to advance the public health, safety, and welfare of the citizens of the Village.

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. **Amendment to the Code.** That Division 11, "Building Permit Allocation System," of Article IV, "Administrative Procedures," of Chapter 30, "Land Development Regulations," of the Village Code is hereby amended as follows:¹

CHAPTER 30 – LAND DEVELOPMENT REGULATIONS

ARTICLE IV. – ADMINISTRATIVE PROCEDURES.

DIVISION 11. BUILDING PERMIT ALLOCATION SYSTEM

Section 30-477. Administrative relief.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double-strikethrough~~ and double underline.

(a) *Eligibility.* An applicant is eligible for administrative relief under the provisions of this section if ~~all the following criteria are met:~~

(1) The applicant meets the following criteria:

a. The applicant ~~has complied~~ is in compliance with all requirements of the building permit allocation system;

~~(2) b.~~ The subject application has not been withdrawn;

~~(3) c.~~ The subject application has been considered in at least four consecutive annual allocation periods and has failed to receive an allocation award; and

~~(4) d.~~ The applicant for the subject application has not been granted an allocation award deferral pursuant to Code section 30-475(m); or and

~~(5) The granting of administrative relief in the form of the issuance of a building permit shall be prohibited for lands within the Florida Forever targeted acquisition area unless, after 60 days from receipt of a complete application for administrative relief, it has been determined that the parcel cannot be purchased for conservation purposes by any county, state or federal agency or any private entity. The village shall routinely notify the Department of Environmental Protection of upcoming administrative relief requests at least six months prior to the deadline for administrative relief;~~

(2) The applicant dedicated one or more vacant, legally platted buildable lots and/or unplatted buildable land that is at least one acre in size to the Village prior to July 6, 2023, by warranty deed or such other means deemed appropriate by the Village Council; or

(3) The granting of such administrative relief under this section is done in accordance with a Court order or settlement agreement.

Notwithstanding the foregoing, the granting of administrative relief in the form of the issuance of a building permit shall be prohibited for lands within the Florida Forever targeted acquisition area unless, after 60 days from receipt of a complete application for administrative relief, it has been determined that the parcel cannot be purchased for conservation purposes by any county, state or federal agency or any private entity. The Village shall routinely notify the Department of Environmental Protection of upcoming administrative relief requests at least six months prior to the deadline for administrative relief.

(b) *Application.* An application for administrative relief shall be made on a form prescribed by the director and may be filed with the department of planning and development services no earlier than the conclusion of the fourth annual allocation

period and no later than 120 days following the close of the fourth annual allocation period.

- (c) *Forwarding of records to village council; effect of failure to file application.* Upon the filing of an application for administrative relief, the director shall forward to the village council all relevant files and records relating to the subject applications. Failure to file an application shall constitute a waiver of any rights under this section to assert that the subject property has been taken by the village without payment of just compensation as a result of the building permit allocation system.
- (d) *Public hearing.* Upon receipt of an application for administrative relief, the village council shall notice and hold a public hearing at which the applicant will be given an opportunity to be heard.
- (e) *Procedures.* The village council shall consider the application under the procedures established in sections 30-552 and 30-553.
- (f) *Action by village council.* At the conclusion of the public hearing, the village council may take any or a combination of the following actions:
 - (1) Grant the applicant an allocation award for all or part of the allocation requested in the next succeeding allocation period or extended pro rata over several succeeding allocation periods.
 - (2) Offer to purchase the property at its fair market value.
 - (3) Suggest such other relief as may be necessary and appropriate.

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. 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. 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 and be made a part of the Code, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word where applicable.

Section 6. Transmittal. The Village Clerk is authorized to forward a copy of this Ordinance to the State Department of Economic Opportunity (the "DEO") for approval pursuant to section 380.05, Florida Statutes.

Section 7. Effective Date. This Ordinance shall not be effective immediately upon adoption. The Amendment shall not take effect until the date a final order is issued by the DEO. The DEO notice of intent to find this Ordinance in compliance shall be deemed to be the final order if no timely petition challenging this Ordinance is filed.

The foregoing Ordinance was offered by _____, who moved 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	_____
Councilwoman Elizabeth Jolin	_____
Councilman Mark Gregg	_____
Councilman Henry Rosenthal	_____

PASSED on first reading this ____ day of _____, 2023.

The foregoing Ordinance was offered by _____, who moved 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	_____
Councilwoman Elizabeth Jolin	_____
Councilman Mark Gregg	_____
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, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: July 6, 2023
SUBJECT: **Moratorium on Building Permit Allocations (BPAS) - 1st Reading - TAB 17**

Background:

As part of the overall evacuation strategy, the Florida Administration Commission adopted a building permit allocation system (BPAS) that caps the number of permits that can be issued for new residential structures. Based on existing infrastructure and evacuation strategies, computer modeling indicates that the projected maximum build out for the Florida Keys is the development of an additional 3,550 allocations beginning July 2013, with a portion of these allocations set aside for affordable housing. The ten-year building permit allocation is due to expire in July 2023. The Florida Division of Emergency Management (DEM) is currently working to update the hurricane evacuation model for the entire state.

The Village has adopted a comprehensive set of Land Development Regulations (the "LDRs") to implement the Village Comprehensive Plan and residential development is currently regulated pursuant to the Village Comprehensive Plan and LDRs. The Village previously adopted the Building Permit Allocation System ("BPAS"), thus allowing the Village to regulate growth by issuing a limited number of market rate and affordable residential building permits.

At the close of Quarter 1, 2023, sixty-eight (68) applications for market rate residential permit allocations were in the BPAS queue awaiting building permit allocation awards. Pursuant to Resolution 22-11-131, adopted on November 17, 2022, eleven (11) market rate residential allocations were made available for 2023 through the BPAS, including four (4) market rate "without land dedication" and one (1) market rate "with land dedication" available for distribution in Quarter 1 of 2023.

Following the close of the first quarter allocation, there remained sixty two (62) market rate without land dedication and six (6) market rate applications with land dedication remaining in the queue. There remains six (6) allocations available for market rate BPAS applicants, with or without land dedication. Due to the number of pending market rate applications in the queue and the immediate uncertainty of the availability of additional allocations, Council is considering a moratorium on new market rate BPAS applications, with and without land dedication.

Analysis:

The utilization of the moratorium as a temporary measure to facilitate governmental decision-making, study, and the adoption of comprehensive plan amendments and/or land development regulations is a useful governmental tool to temporarily prohibit the acceptance

of new market rate BPAS applications, with or without land dedication.

During the time that this Ordinance is in effect, there shall be a temporary moratorium on the acceptance of new Market Rate Residential BPAS applications with or without land dedications. There will be two (2) exceptions and the Ordinance shall not prohibit the acceptance of the New Affordable Residential BPAS applications and New Non-Residential BPAS applications. In addition, the Ordinance does not prohibit the continuation of applicants that are currently in any part of the approval process.

Budget Impact:

No impact on the current budget.

Staff Impact:

The approval of the moratorium would not impact current staff.

Recommendation:

Attachments: 1. 2023 Moratorium Ordinance

ORDINANCE NO. —

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM, WITHIN THE VILLAGE, ON THE ACCEPTANCE OF MARKET RATE RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM (BPAS) APPLICATIONS WITH OR WITHOUT LAND DEDICATIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PROCEDURES FOR VESTED RIGHTS AND JUDICIAL REVIEW; PROVIDING FOR A TERM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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, in 1972, the Florida Legislature adopted the Environmental Land and Water Management Act, which provided the basis for the state to designate an Area of Critical State Concern (“ACSC”). To be designated, an area must contain, or have a significant impact upon, environmental or natural resources of regional or statewide importance where uncontrolled private or public development would cause substantial deterioration of such resources; and

WHEREAS, in 1975, the Florida Legislature designated the Florida Keys (Monroe County and its municipalities) as an ACSC. The Florida Keys received this designation due to the area’s environmental sensitivity and mounting development pressures. The legislative intent was to establish a land use management system for the Florida Keys that would: Protect the natural environment and improve the near shore water quality; Support a diverse economic base that promotes balanced growth in accordance with the capacity of public facilities; Promote public land acquisition and ensure that the population of the Florida Keys can be safely evacuated; Provide affordable housing near places of employment; and Protect property rights and promote

coordination among governmental agencies that have permitting jurisdiction; and

WHEREAS, Section 380.05, Florida Statutes, allows the Florida Administration Commission to designate areas that contain resources of statewide significance as an ACSC; and

WHEREAS, the Florida Administration Commission oversight includes authority to promulgate administrative rules that guide local government growth and development decisions related to comprehensive plans and land development regulations; and

WHEREAS, Section 380.0552(4), Florida Statutes, directs the state land planning agency to submit a report to the Florida Administration Commission, describing in detail the progress of the Florida Keys ACSC toward accomplishing the tasks of the Work Program and to provide a recommendation as to whether or not progress toward accomplishing the tasks of the Work Program has been achieved; and

WHEREAS, the Florida Department of Economic Opportunity (DEO) is required by Section 380.0552(4)(b), Florida Statutes, to submit a written report annually to the Florida Administration Commission describing the progress of the Florida Keys ACSC toward completing the Work Program tasks “specified in commission rules”; and

WHEREAS, part of the legislative intent for the designation of the Florida Keys as an ACSC was to ensure that the population of the Florida Keys can be safely evacuated before a hurricane storm event; and

WHEREAS, access to and from the Keys is primarily by U.S. Highway 1. Evacuation of the Keys’ population in advance of a hurricane strike is essential for public safety. No hurricane shelters are available in the Florida Keys for Category 3-5 hurricane storm events; and

WHEREAS, a system of managed growth was developed to ensure the ability to evacuate

within the 24-hour evacuation clearance time as required by Section 380.0552(9)(a)2., Florida Statutes; and

WHEREAS, as part of the overall evacuation strategy, the Florida Administration Commission adopted a building permit allocation system (BPAS) that caps the number of permits that can be issued for new residential structures. Based on existing infrastructure and evacuation strategies, computer modeling indicates that the projected maximum build out for the Florida Keys is the development of an additional 3,550 allocations beginning July 2013, with a portion of these allocations set aside for affordable housing; and

WHEREAS, the ten-year building permit allocation is due to expire in July 2023. The Florida Division of Emergency Management (DEM) is currently working to update the hurricane evacuation model for the entire state. DEM staff is coordinating with DEO staff on the timing of that update and its availability to perform modeling to advance a new ten-year allocation. The ten-year permit allocation system was designed to coordinate with the timing of the release of decennial census data; and

WHEREAS, during the rule promulgation process, it became apparent that the COVID-19 pandemic may influence the 2020 Census and the timing of the data releases. Therefore, the update of the work program tasks for hurricane evacuation and a revised building permit allocation was deferred until there was clarity as to the effect of COVID-19 on the 2020 Census. As data gathering efforts in this area are finalized, the DEO will bring recommendations with regard to updating the components of hurricane evacuation and building permit allocations; and

WHEREAS, Islamorada, Village of Islands (the “Village”) has adopted a comprehensive set of Land Development Regulations (the “LDRs”) to implement the Village Comprehensive

Plan; and

WHEREAS, residential development, is currently regulated pursuant to the Village Comprehensive Plan and LDRs; and

WHEREAS, the Village previously adopted the Building Permit Allocation System (“BPAS”), thus allowing the Village to regulate growth by issuing a limited number of market rate and affordable residential building permits; and

WHEREAS, the Village Council desires to further study, modify and implement comprehensive regulations concerning future residential development, so that the public safety is protected and the aesthetic and visual qualities of the Village are protected from impairment by future development; and

WHEREAS, the Village Council desires to insure that during the pendency of the necessary study activity for the formulation and implementation of more comprehensive regulations of future development, that the acceptance of new Market Rate Residential BPAS application are not initiated, so that the regulations produced by the Village’s study activity will be fully effective; and

WHEREAS, the acceptance of new Market Rate Residential BPAS applications, stimulates and accelerated amount of development permit request(s). If approved, such accelerated development will lead to further deterioration of current hurricane evacuation clearance time for the Village. This will increase the existing potential for loss of life and injury to persons and property and will cause further deterioration in the level of service on existing roadways, and will lead to irreversible environmental degradation; and

WHEREAS, the acceptance of new Market Rate Residential BPAS applications during the formulation and implementation of more comprehensive regulations concerning future development will cause immediate harm to the health, safety and welfare of the residents of the Village; and

WHEREAS, the utilization of the moratorium device as a temporary measure to facilitate governmental decision-making, study, and the adoption of comprehensive plan amendments and/or land development regulations is a legitimate governmental tool to facilitate logical and considered growth and as a means of avoiding inefficient and ill-conceived development; and

WHEREAS, the Village Council finds that it is necessary to impose a temporary moratorium on the acceptance of new Market Rate Residential BPAS applications (with or without land dedications); and

WHEREAS, the Village Local Planning Agency (“LPA”) has reviewed this Ordinance at a properly noticed public hearing on July 10, 2023; and

WHEREAS, after due notice and hearing, the Village Council finds that this Ordinance is consistent with the Village Comprehensive Plan and the principles for guiding development in the Florida Keys ACSC; and

WHEREAS, the Village Council finds that the provisions of this Ordinance are intended to advance the public health, safety, and welfare of the residents of the Village.

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. Moratorium Imposed. During the time that this Ordinance is in effect as specified in Section 7 below, there shall be a temporary moratorium on the acceptance of new Market Rate Residential BPAS applications with or without land dedications.

Section 3. Exemptions. This Ordinance shall not be prohibit the acceptance of the following applications:

- a. New Affordable Residential BPAS applications.
- b. New Non-Residential BPAS applications.

Section 4. Determination of Vested Rights or Denial of All Economic Use.

- a. Nothing in this Ordinance shall be construed or applied to abrogate the vested right of a property owner to complete development of a parcel where the property owner can demonstrate by substantial competent evidence each of the following:
 - i. A governmental act of development approval was obtained prior to the effective date of this Ordinance; and
 - ii. Upon which the property owner has detrimentally relied, in good faith, by making substantial expenditures; and
 - iii. That it would be highly inequitable to deny the property owner the right to complete the development.
- b. Nothing in this Ordinance shall be construed or applied to prevent development of a particular parcel where the property owner can demonstrate by substantial competent evidence that, because of the moratorium, no economic use can be made of the parcel.
- c. Any property owner claiming vested rights or denial of all use under this Section 5 must file an application with the Village Council for a determination within 45 days after the effective date of this Ordinance. The application shall be accompanied by an application fee of \$1,500.00 and contain a sworn statement as to the basis upon which the vested rights or denial of all use are asserted, together with documentation required by the Village and

other documentary evidence supporting the claim. The Village Council shall hold a public hearing on the application and, based upon the competent substantial evidence submitted, shall make a determination as to whether the property owner has established vested rights or a lack of economic use for the parcel.

Section 5. Judicial Review. Judicial review of final decisions by the Village Council under Section 4 of this Ordinance shall be by the filing of a Petition for Writ of Certiorari in the Circuit Court of the Sixteenth Judicial Circuit in and for Monroe County, Florida, in accordance with the Florida Rules of Appellate Procedure for the review of quasi-judicial decisions of municipalities.

Section 6. Exhaustion of Administrative Remedies. No property owner claiming that this Ordinance, as applied, constitutes or would constitute a temporary or permanent taking of private property or an abrogation of vested rights may pursue such claim in court, unless he or she has first exhausted the applicable administrative remedies provided in this Ordinance.

Section 7. Term. The moratorium imposed by this Ordinance is temporary and shall be effective for a period of six (6) months from the effective date of this Ordinance, unless dissolved earlier by the Village Council. The moratorium may be reasonably extended, if necessary, by Ordinance of the Village Council.

Section 8. 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 9. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 10. Approval by the State Department of Economic Opportunity. The provisions of this Ordinance constitute a “land development regulation,” as defined by Section 380.031, Florida Statutes. Accordingly, the Village Clerk is authorized to forward a copy of this Ordinance to the State Department of Economic Opportunity for approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

Section 11. Effective Date. This Ordinance shall be effective immediately upon approval by the State Department of Economic Opportunity, pursuant to Chapter 380, Florida Statutes.

[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: Maria Bassett, Finance Director
Date: July 6, 2023
SUBJECT: **Motion to Approve Members of Auditor Selection Committee - TAB 18**

Background:

At its regular meeting on March 2, 2023, the Village Council agreed to establish an Auditor Selection Committee for the purpose of assisting them in selecting an auditor to conduct the Village's annual financial audit beginning with the audit of fiscal year 2022-2023. Resolution No. 23-04-44 (Attachment A) was adopted at the Council meeting on April 13, 2023, to formally establish the Committee and assign the following goals and objectives:

1. Establish factors to use for evaluation of audit services.
2. Publicly announce the RFP.
3. Provide the RFP to firms expressing interest in submitting proposals.
4. Evaluate proposals provided by qualified firms.
5. Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified.

Additionally, the Resolution specifies that the Auditor Selection Committee will be comprised of one member of the Village Council and two Islamorada resident members who meet certain minimum qualifications, as required by section 218.391, Florida Statutes. Councilwoman Elizabeth Jolin agreed to serve on the Committee, which was accepted by the Council. Pursuant to section 218.391(2)(b), Florida Statutes, Councilwoman Jolin shall serve as the Committee's Chairperson. Approval of the remaining Committee appointees requires approval by a super majority (4/5 vote) pursuant to Section 3 of the Resolution.

Analysis:

The Village received Citizen's Committee Applications from three (3) Islamorada residents to serve on the Auditor Selection Committee. The applications in order of date received are attached as follows: Attachment B is the Committee application form for Ms. Gail Gargano, and Attachment C is the Committee application form for Ms. Rachelle Keller, and Attachment D is the Committee application form for Ms. Joan Scholz.

Because three (3) applications were received, the Village Council may select two (2) of the three (3) applicants to serve on the Committee or the Village Council may opt to appoint all three (3) applicants to the Committee.

(Please note that these are the applications received as of June 29, 2023. The deadline for application submission was extended to June 30, 2023, which is after the deadline for the

distribution of July 6, 2023 agenda books. Therefore, if additional applications are received, they will be provided to the Village Council by e-mail in advance of the July 6, 2023, Council meeting for consideration. The Village Council may opt to appoint more than two additional applicants to the Committee.)

Budget Impact:

No budget impact at this time.

Staff Impact:

The Finance Director will serve as liaison to the Committee, and the Procurement and Grants Administrator will assist with coordination of the RFP.

Recommendation:

Staff recommends that the Village Council agree by motion to approve the appointment of at least two additional members of the Auditor Selection Committee.

- Attachments:**
1. Att A_23-04-44 Auditor Selection Committee (signed)
 2. Att B_Gail Gargano_Auditor Selection Committee
 3. Att C_Rachelle Keller_Auditor Selection Committee
 4. Att D_Joan Scholz_Auditor Selection Committee

RESOLUTION NO. 23-04-44

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF AN AUDITOR SELECTION COMMITTEE; DEFINING THE TERMS AND COMPOSITION; DEFINING THE MEETINGS AND DISQUALIFICATION; DEFINING THE STAFF PARTICIPATION; DEFINING THE GOALS AND OBJECTIVES; DEFINING THE DUTIES AND RESPONSIBILITIES; DEFINING THE SUNSET DATE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the FY 2021-2022 audit is the final year on the Village's ten-year contract with Mauldin & Jenkins, LLP, to conduct annual financial audits in accordance with Chapter 218.39, Florida Statutes; and

WHEREAS, Section 218.391, Florida Statutes, provides that each local government, prior to entering into a written contract for audit services, must use auditor selection procedures when selecting an auditor to conduct the annual financial audit; and

WHEREAS, the required selection procedures include establishing an Auditor Selection Committee (the "Committee"), assigning certain responsibilities to the Committee in evaluating and recommending an auditor for the annual financial audit, and specifying certain provisions that must be included in the written contract for audit services; and

WHEREAS, the Village Council desires to establish a Committee in accordance with the requirements of Section 218.391, Florida Statutes.

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 are incorporated herein by this reference.

Section 2. Establishment of the Audit Selection Committee. The Village Council hereby establishes a Committee to assist in the selection of an auditor to conduct the annual financial audit required by Section 218.39, Florida Statutes.

Section 3. Terms and Composition. The Committee shall be comprised of three (3) members. All Committee members shall be residents of Islamorada, Village of Islands. One (1) Committee member shall be a member of the Village Council. The other two (2) members of the Committee shall either be licensed Certified Public Accountants, currently employed in responsible management positions in finance or accounting for a public or private entity, or have substantial past experience in responsible managerial positions in finance or accounting in either the public or private sector. Both Committee members shall be appointed by the Village Council based upon a super majority vote (four/fifths vote) of the Village Council.

Section 4. Meetings and Disqualification of Members. Meetings of the Committee shall be held on an as needed basis. All meetings of the Committee shall be public meetings. A majority of the currently appointed members of the Committee shall constitute a quorum. Provided there is a quorum present, a majority of those present and voting shall be required to adopt any motion or take any action. Should any member miss two (2) consecutive meetings without justification, that person shall be disqualified as a member of the Committee; and the Village Council shall immediately appoint a successor for the balance of the unexpired term of the vacant seat.

Section 5. Staff Participation. At all meetings of the Committee, at least one Village staff member will be present to provide information and input and to assist the Auditor Selection Committee with scheduling reports to the Village Council.

Section 6. Goals and Objectives.

1. Establish factors to be used for the evaluation of audit services to be provided by the audit firm. Such factors must include but not be limited to ability of personnel, experience, ability to furnish the requested services, compensation, and such other factors as may be determined by the Committee to be applicable to the particular requirements.
2. Publicly announce the RFP.
3. Provide the RFP to firms expressing interest in submitting proposals.
4. Evaluate proposal responses provided by qualified firms.
5. Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. If fewer than three firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified.

Section 7. Duties and Responsibilities.

1. Pursuant to section 218.391(2)(b), Florida Statutes, the member of the Village Council serving on this Committee shall be the Committee Chairperson.
2. The Chairperson shall appoint a member of the Committee or the staff liaison to record the minutes of all meetings and provide a copy of those minutes to

the Village Clerk following approval of the minutes by an affirmative vote of the Committee during a publicly noticed meeting.

3. The Committee will establish a timeline for drafting of a RFP, publicly announcing the RFP, evaluating proposal responses and making its recommendations to the Village Council.

Section 8. Sunset. The Committee shall sunset on the date the agreement for audit services is presented to the Village Council for approval.

Section 9. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of April, 2023.

Motion to adopt by Sharon Mahoney, second by Mark Gregg.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

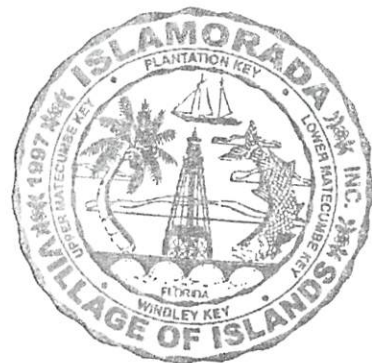

JOSEPH B. PINDER III, MAYOR

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



021-0078 - ** CO ITT ** Auditor Selection Committee

Contact Information -- Person ID: 53961702

Name: Gail P Gargano Address: 79901 Overseas Highway
#310
Islamorada, Florida 33036 US

Home Phone: 954-410-9729 Alternate Phone:

Text Messaging Mobile No: 9544109729 Email: 51cookies@comcast.net

Notification Preference: Email Former Last Name:

Month and Day of Birth: 05/15

Personal Information

Driver's License: Yes, Florida

What is your highest level of education? Bachelor's Degree

Preferences**Objective**

To serve on the Audit Selection Committee

Education**College/University**

City University of New York, Herbert H. Lehman College
9/1969 - 6/1973
Bronx, New York

Did you graduate: Yes
Major/Minor: Mathematics
Degree Received: Bachelor's

Work Experience**Director of Finance**

11/1979 - 5/2014

City of Margate, Florida
www.margatefl.com
5790 Margate Boulevard
Margate, Florida 33063
954-972-6454

Hours worked per week:
Monthly Salary: \$0.00
Name of Supervisor: Jerry Blough (Retired) -
City Manager
May we contact this employer? Yes

Duties

To oversee and direct all functions of the Finance Department

Reason for Leaving

Retirement

Certificates and Licenses

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Skills

Office Skills

Typing:
Data Entry:

Additional Information**References**

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Resume**Text Resume****Attachments**

Supplemental Questions

1. Q: Are you an Islamorada Resident?

A: Yes

2. Q: List any experience you have had participating in activities related to advisory committees and government advisory committees.

A: In my tenure as Director of Finance, I served on various selection committees of the City, including Auditor Selection Committee

3. Q: List education and experience in the discipline of the committee for which you are applying.

A: Worked in the City of Margate for 35 years, all in the Finance Department. Held the title of Director of Finance from May, 1991 to my retirement in May, 2014

4. Q: Please state why you would like to be considered for an appointment to the committee.

A: To assist staff in the selection of an auditor, based on my working relationship and experience with the auditors of the City of Margate as the City's Director of Finance

021-0078 - ** CO ITT ** Auditor Selection Committee

Contact Information -- Person ID: 54116605

Name: Rachelle Keller Address: 204 Buttonwood Lane
Islamorada, Florida 33036 US

Home Phone: 9174533835 Alternate Phone:

Text Messaging Mobile No: 9174533835 Email: racheleckeller@gmail.com

Notification Preference: Email Former Last Name:

Month and Day of Birth: 06/14

Personal Information

Driver's License: Yes, Florida

What is your highest level of education?

Preferences**Objective**

Apply for committee roles.

Education

College/University
Arkansas state
[Unspecified Start] - [Unspecified End]
Jonesboro, Arkansas

Did you graduate: Yes
Major/Minor: Accounting
Degree Received:

Work Experience

COO
8/2011 - 8/2018

Citigroup
388 Greenwich st
New York , New York 10008

Hours worked per week:
Monthly Salary: \$0.00
of Employees Supervised: 100
May we contact this employer?

Duties

COO of Prime Futures and securities services division. Revenues of over \$5bn annually.

Reason for Leaving

Retired

Certificates and Licenses

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Skills

Office Skills

Typing:
Data Entry:

Languages

Spanish - Speak, Read

Additional Information

Additional Information

My degree is in accounting and I began my career as a CPA from 1983 until 1990. I was certified in Florida but my license became inactive when I changed career paths to corporate. I was a CFO of several divisions at JPMORGAN Chase from 1990 until 2008, including Treasury and Securities Services, the \$10bn operating services arm of the bank where I managed over 600 staff. I spent 2 years at Fidelity as the CFO of their Institutional Services division and then moved to CITI in 2011.

All my career details are on my Linked In page. I am currently retired and am an SEC qualified financial expert for Non-Executive Board positions.

In my years as a CPA I specialized in governmental audits so am very familiar with the operations of municipalities and counties. (Although it's obviously been awhile).

References

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Resume

Text Resume

Attachments

Supplemental Questions

1. Q: Are you an Islamorada Resident?

A: Yes

2. Q: List any experience you have had participating in activities related to advisory committees and government advisory committees.

A: I have experience as a non-executive board member where I chaired audit and other committees. As a cpa managing governmental audits I have presented to many audit committees and councils . In my corporate roles I often presented to senior and board level committees.

3. Q: List education and experience in the discipline of the committee for which you are applying.

A: Included in additional information.

4. Q: Please state why you would like to be considered for an appointment to the committee.

A: We moved here a bit ago and I would like to give back to my new community and home.

Contact Information -- Person ID: 54310121

Name: Joan Scholz Address: 122 Pelican Road
Tavernier, Florida 33070-2440 US

Home Phone: 305-619-0139 Alternate Phone:

Text Messaging Mobile No: 3056190139 Email: jcscholz@att.net

Notification Preference: Email Former Last Name:

Month and Day of Birth:

Personal Information

Driver's License: Yes, Florida

What is your highest level of education? Master's Degree

Preferences**Objective**

To ensure the Village of Islamorada through a bid process selects the most qualified financial/operational audit firm that is unbiased, timely, and provides relevant information that the Village's residents/citizens, and other stakeholders can use to promote local government financial accountability, increased transparency and stewardship, improve and identify opportunities for improvement the Village of Islamorada's governmental financial operations.

Education**Graduate School**

New York University - Polytechnic School of Engineering
<https://engineering.nyu.edu/>
1995 - 1997
New York, New York

Did you graduate: Yes
Major/Minor: MS -
Telecommunications and Computing
Management
Units Completed: 36 Semester
Degree Received: Master's

College/University

State University of New York - Empire State College
<https://www.sunyempire.edu/>
1993 - 1995
, New York

Did you graduate: Yes
Major/Minor: BS - Computer and
Information Sciences and Support
Services
Units Completed: 128 Quarter
Degree Received: Bachelor's

Professional

Columbia University
<https://execed.business.columbia.edu/>
1995 - 1995
New York, New York

Did you graduate: Yes
Major/Minor: Executive Management
Education, Managing Interpersonal
and Group Dynamics
Degree Received: Professional

Professional

Dale Carnegie Effective Communication and Interpersonal Skills
<https://www.dalecarnegie.com/en/courses/190>
1990 - 1990
New York, New York

Did you graduate: Yes
Major/Minor:
Degree Received: Professional

Work Experience**Executive Director**

8/2011 - 8/2014

Florida Keys Wild Bird Center
92080 Overseas Highway
Tavernier, Florida 33070

Hours worked per week:
Monthly Salary: \$0.00
May we contact this employer?

Duties

Board Member prior to becoming the Executive Director. ED duties included but were not limited to ensuring the health and welfare of the injured and rehabilitation patients and residents, staff and Sanctuary and Education visitors; streamlining operations; establishing financial controls and monitoring financials (monthly board financial statements monthly/ytd comparison's and analysis), promoted fundraising events, pursued Grant opportunities and ensure Not-For-Profit Annual Audit was performed. During the annual audit, the auditor reviewed FKWBC organization's various financial statements and reporting to determine opportunities that will help improve the financial health of the organization. They also examined the internal controls to ensure the security of our finances. The organization streamlined its operations and saved \$80,000 in the first six months of my assuming the ED position.

Reason for Leaving

Retired. Rescued the FKWBC, left it financially prosperous, purchased new hospital "BIRDgency" and education center. Served as FKWBC Board Member 07/2010-07/2011. The prior Executive Director (ED) left the organization, so I stepped off the Board and assumed the position of ED. The FKWBC was in dire shape financially when I assumed the ED role and when I retired the organization was flourishing financially.

Director

1/1981 - 7/2009

Hours worked per week:

Monthly Salary: \$0.00

May we contact this employer?

Verizon

1095 Avenue of Americas

New York, New York 10036

Duties

Held various positions with increasing responsibilities during my tenure, 28+ years at Verizon. Retired as Director - Performance Results and Analysis; prior Director Program Management Engineering/Data Services; prior Verizon Business - Senior Consultant; prior Verizon Senior Staff Specialist just to name a few.

Managed national teams, financials and budget. Provided performance data, audit analysis and metrics (VZ metrics reported to Wall Street) analysis and quality assurance. Directed the development, reporting and analysis for the national subsidiary. Identified efficiencies/redundancies associated with the MCI acquisition.

Provided mergers and acquisitions, and Long Distance Entry (ensure open and competitive market) national support to the Federal (FCC) & State (NY, New England (MA, NH, ME, RI, VT), Chesapeake & Potomac (NJ, PA, Washington, D.C., MD, VA, WV) Operations, Regulatory and Legal Organizations. Liaison Operations & IT system development; Operations & Legal/Regulatory.

Reason for Leaving

Retired

Certificates and Licenses

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Skills

Office Skills

Typing:

Data Entry:

Additional Information**References**

Islamorada, Village of Islands has chosen not to collect this information for this job posting.

Resume**Text Resume****Attachments**

Supplemental Questions

1. Q: Are you an Islamorada Resident?

A: Yes

2. Q: List any experience you have had participating in activities related to advisory committees and government advisory committees.

A: Verizon - Director - Managed national teams, financials and budget. Provided performance data, audit, analysis and metrics (VZ metrics reported to Wall Street) analysis and quality assurance to FCC and State Regulatory organizations.
Board of Director & Executive Director - Florida Keys Wild Bird Rehabilitation Center - analysis of financials and annual audit
Vice President - Peoples Association of Roxbury, NY
Far Rockaway Small Business Association; Redevelopment and Revitalization - VZ Representative
Village of Islamorada - Water Quality Committee Member

3. Q: List education and experience in the discipline of the committee for which you are applying.

A: Extensive performance metric audit analysis reporting skills in my various positions with Verizon reporting to State and Federal Regulatory organizations.
Florida Keys Wild Bird Center Board Member/Executive Director - financial / budget analysis, operational controls experience, required external annual audit.

4. Q: Please state why you would like to be considered for an appointment to the committee.

A: To ensure the Village of Islamorada through a bid process selects the most qualified financial/operational audit firm that is unbiased, timely, and provides relevant and pertinent information that the Village's residents/citizens, and other stakeholders can use to promote local government financial accountability, increased transparency and stewardship, improve and identify opportunities for improvement the Village of Islamorada's governmental financial operations.



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: July 6, 2023
SUBJECT: **Motion to Accept Funds Appropriated by the 2023 Florida Legislature for Purchase of 2024 Freightliner Ambulance - TAB 19**

Background:

At its meeting on February 23, 2023, the Village Council adopted Resolution No. 23-02-14 approving the purchase of a 2024 Freightliner M2 Custom AEV Type I Ambulance from Emergency Tactical Rescue Vehicles (ETR) for the Fire Rescue Department. The Village piggybacked Florida Sheriff's Association/Florida Association of Counties and Florida Fire Chiefs' Association Automotive Contract No. FSA20-VEF14.01 to obtain the best available pricing. The total purchase price is \$380,345.00.

In January of this year, Village staff, primarily the Village's Procurement and Grants Administrator, started working with the Village's state lobbyists at GrayRobinson, including Ryan Matthews, Joseph Salzverg, and Angela Drzewiecki, to prepare Florida House and Senate appropriation forms to request funding for purchase of the above-described ambulance. The State Lobbyists assisted the Village in identifying projects and purchases that they thought would have the greatest chance of approval based on historical funding awards and on the role of local state representation during the legislative session.

On June 26, 2023, the Village received a letter from the Florida Department of Finance Services, Division of State Fire Marshall, confirming the award of \$190,000.00 in 2023 Legislative Funding for the ambulance purchase (attached). The Village must confirm acceptance of the award through provision of contact information.

The Village also received preliminary confirmation that \$300,000.00 in 2023 Legislative funding was approved for the construction of two storage buildings to house six (6) back-up generators that the Village has received FEMA Hazard Mitigation Grants to purchase for the Fire Rescue Department and the Wastewater Department.

Analysis:

The Village has issued a purchase order to ETR for the purchase of a 2024 ambulance in the amount of \$380,345.00. The purchase is being initially funded with Local Government Discretionary Sales Surtax, which may be applied to public safety-related vehicles and related capital outlay. Applying the \$190,000.00 legislative appropriation would reduce the Village's share to \$190,345.00.

Budget Impact:

The budget impact is as previously described. The legislative funding would mean that additional funds are available for other capital projects and/or purchases.

Staff Impact:

The Finance Department would administer the funding and coordinate with the Florida Department of Financial Services' Contract Manager to ensure that the Village meets the requirements of the funding.

Recommendation:

Staff recommends that the Village Council pass a motion to approve the 2023 Florida Legislature funding appropriated for purchase of the 2024 Freightliner Ambulance.

Attachments: 1. 2023 Grant Notification_attachment for motion request 070623



DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



June 26, 2023

Islamorada, Village of Islands
Re: Islamorada Rescue Ambulance

To Whom It May Concern,

On behalf of the Division of the State Fire Marshal, it is my privilege to inform you that the 2023 Florida Legislature has appropriated funds to support your project and/or equipment purchase. This letter serves as your notice of award in the amount of \$190,000. These grant funds are available for reimbursement as early as July 1, 2023, once all requirements have been met.

Lauren Tingle is the assigned Contract Manager for your grant and will be your main point of contact for all matters related to your grant agreement and reimbursement of funds. There are several steps that must be completed before reimbursement can be issued, starting with confirming receipt and acceptance of your award.

To accept this award, please confirm contact information with the included form and send to **Lauren.Tingle@myfloridaCFO.com**. Once your form is received, an initial meeting will be scheduled to discuss the scope of your project and next steps.

Congratulations, I look forward to working with you on this important project.

Sincerely,

JoAnne E. Rice, Director
Division of State Fire Marshal

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JoAnne E. Rice • Assistant Director
Division of State Fire Marshal
200 E. Gaines St. • Tallahassee, FL 32399-0340 • Tel. 850-413-3610 • Fax 850-922-1235
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DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



ATTACHMENT A

Contact Information

Grantee:	Islamorada, Village of Islands <i>(Please confirm that this matches the name registered with the Department of State)</i>
Federal ID #:	65-0830851
Mailing Address:	86800 Overseas Hwy.
City, State, Zip:	Islamorada, FL 33036-3162
Physical Address:	86800 Overseas Hwy.
City, State, Zip:	Islamorada, FL 33036

Payee for Check

Name:	Islamorada, Village of Islands
Title:	
Phone:	
Email:	

Grantee's Contract Manager

Name:	Lauren Tingle
Title:	Grants Specialist B
Phone:	850-413-3641
Email:	lauren.tingle@myfloridacfo.com

All documents will be sent for signature via DocuSign.

If different than the Contract Manager, please list the designated signatory:

Name:	Maria T. Bassett
Title:	Finance Director
Phone:	305-664-6445
Email:	maria.bassett@islamorada.fl.us