



AGENDA

Town of Hillsboro Beach Commission Meeting

December 5, 2023
9:00 AM



MAYOR

Honorable Irene Kirdahy

VICE MAYOR

Honorable Barbara B. Baldassarre

COMMISSIONERS

Honorable Jane Reiser

Honorable Vinnie Andreano

Honorable David A. Ravanese

TOWN MANAGER

William "Mac" Serda, ICMA-CM

TOWN ATTORNEY

Donald J. Doody

TOWN CLERK

Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

954-427-4011



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

December 5, 2023 | 9:00 AM

REGULAR TOWN COMMISSION MEETING AGENDA

MAYOR IRENE KIRDAHY
VICE MAYOR BARBARA BALDASARRE
COMMISSIONER JANE REISER
COMMISSIONER VINNIE ANDREANO
COMMISSIONER DAVID A. RAVANESI

TOWN MANAGER WILLIAM 'MAC' SERDA, ICMA-CM
TOWN ATTORNEY DONALD J. DOODY, ESQ
TOWN CLERK SHERRY D. HENDERSON, CMC

Please refer to the end of the Agenda for the RULES OF DECORUM (RES 2023-36) adopted by the Town Commission 9/12/2023

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

- A. November 14, 2023 Quasi-Judicial Public Hearing
- B. November 14, 2023 Regular Commission Meeting

II. PRESENTATIONS

- A. Proclamation of Election - March 19, 2024

III. ORDINANCES

- A. **Ordinance No. 2023-05** "Amendment to the Town's Code of Ordinance, "Conditional Uses Amendment Restaurant Only" **(SECOND READING)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING ARTICLE IV ENTITLED "DISTRICTS AND GENERAL REGULATIONS THEREOF", SPECIFICALLY AMENDING SECTION 12-110 ENTITLED "CONDITIONAL USES", PROVIDING FOR AN AMENDMENT TO THE CRITERIA FOR CONDITIONAL USES TO DELETE RESTRICTIONS OF ACCEPTING CASH OR CREDIT AND PAYMENTS FOR PATRONS AT A HOTEL; PROVIDING FOR AN AMENDMENT TO THE DEFINITION OF "RESTAURANT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

IV. DISCUSSION & POSSIBLE ACTION

- A. Re-evaluate the Conditions of Approval for the THIRD AMENDED Development Order, granted 11/1/2022 for Conditional Use for Special Events to Permit a Restaurant with Beer, Wine and Alcohol Beverage Service within the Hillsboro Beach Resort.

V. RESOLUTIONS & CONTRACTS

- A. **Resolution No. 2023-59** Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute a Beach Access Easement Between Hillsboro Mile Property Owner, LLC and the Town of Hillsboro Beach, Florida.
- B. **Resolution No. 2023-60** Resolution of the Town of Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute Agreement by and Between the Town of Hillsboro Beach, Florida, Broward County, Florida and Hillsboro Mile Property Owner, LLC for Compliance with Conditions of Amended Environmental Impact Report and Release and Termination of Agreement for Compliance with Conditions of Environmental Impact Report.
- C. **Resolution No. 2023-61** Consideration to Accept Staff Recommendation of Award for RFP 2023-10-01 Disaster Debris Monitoring and Financial Recovery Assistance and Authorize Appropriate Town Officials to Execute Agreement with DebrisTech, LLC.
- D. **Resolution No. 2023-62** Consideration to Approve and Authorize the Use of \$17,500 in Federal Forfeiture Funds to Purchase Fifteen (15) Holosun AEMS Red Multi Reticle Optical Systems for Patrol Rifles and Six (6) Benelli M-4 Semi-Automatic Shotguns.
- E. **Resolution No. 2023-63** Consideration to Approve and Authorize the Appropriate Town Officials to Execute the Fiscal Year 2024-2025 Enhanced Marine Law Enforcement Grant (EMLEG) with Broward County.

VI. CONSENT

- A.

GCDE	Invoice # 56079	\$5,053.40	Nov 2023	(General Matters)
GCDE	Invoice # 56080	\$4,296.65	Nov 2023	(Development - Related)
GCDE	Invoice # 56081	\$750.00	Nov 2023	(Development - BH3)
GCDE	Invoice #56083	\$1,320.00	Nov 2023	(adv R. Crusco/ Case #4D231752)
Inframark	Invoice #105036	\$91.83	Nov 2023	(variables)
Inframark	Invoice #104875	\$8,797.68	Nov 2023	

VII. BEACH REPORT

VIII. STAFF UPDATES

- A. **Police Department**
Presented by Chief Szesnat
- B. **Building Department**
Presented by Steve Mitchell, Bldg Official
- C. **Code Compliance**
Presented by Bernard Pita, Code Compliance Supv.

IX. TOWN MANAGER REPORT

- A. Nov. 30, 2023 Holiday Program Recap

X. TOWN ATTORNEY REPORT

XI. TOWN COMMISSION COMMENTS

XII. PUBLIC COMMENTS

XIII. ADJOURNMENT

UPCOMING MEETINGS AND EVENTS

A.

2024 TOWN COMMISSION MEETING SCHEDULE

Date/Time		Meeting Type
Tue, January 9, 2024	9:00 am	Regular Meeting
Tue, February 6, 2024	9:00 am	Regular Meeting
Tue, March 5, 2024	9:00 am	Regular Meeting
Tue, March 19, 2024	7am- 7pm	Municipal Election & Presidential Preference Primary Election
Tue, March 26, 2024	9:30 am	Reorganization Meeting
Tue, April 9, 2024	9:00 am	Regular Meeting
Tue, May 7, 2024	9:00 am	Regular Meeting
Tue, June 4, 2024	9:00 am	Regular Meeting
Tue, July 9, 2024	9:00 am	Regular Meeting

RULES OF DECORUM

- The goal of Commission Meetings and Public Hearings is to accomplish the public's business in an environment that encourages fair discussion and exchange of ideas.
- Everyone will have three (3) minutes when recognized for public comment, participants should step forward to the podium and state their name & address for the record.
- All comments shall be directed to the commission or board as a body, through its presiding officer. Comments shall not be addressed to a single member of the commission or board, or to Town staff including the attorney, the manager, or the clerk, unless a majority of the members present on the commission or board shall so agree.
- The public comment period is for receipt of public comments, not debate. It is not intended as a time for problem solving but rather for hearing the citizens for their input.
- Anger, rudeness, ridicule, personal attacks, profane language, and lack of respect for others is unacceptable behavior. Demonstrations to support or oppose a speaker or idea, such as clapping, cheering, booing, hissing, or the use of intimidating body language are not permitted.
- If a person refuses to abide by these rules of civility and decorum, a commissioner may request a motion to temporarily recess.
- Continued disruptions by any person may result in the request of the person to depart the meeting.

[Resolution No. 2023-36, adopted 9-12-2023](#)

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision made by the Town Commission, Special Master or any other Boards or Commissions of the Town with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The meeting/hearing may be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. Please contact Sherry D. Henderson, IIMC-CMC, Town Clerk (954) 427-4011 Town Hall - 1210 Hillsboro Mile, Hillsboro Beach, Florida 33062.



TAB 1-A

Approval of Minutes

November 14, 2023

Quasi-Judicial Public Hearing

Established 1939

www.TownofHillsboroBeach.com



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
BOARD OF ZONING & APPEALS MEETING
NOVEMBER 14, 2023**

TUESDAY

9:00 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Irene Kirdahy called the meeting to order at 9:00 a.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Irene Kirdahy
Vice Mayor Barbara Baldasarre
Commissioner David A. Ravanese

Commissioner Jane Reiser
Commissioner Vinnie Andreano

Town Staff:

Town Manager William "Mac" Serda, ICMA-CM
Town Attorney Donald J. Doody, Esq.
Town Clerk Sherry D. Henderson, CMC

Town Attorney DJ Doody explained the Quasi-Judicial procedures to be followed throughout the meeting. He explained the types of evidence to be presented and the role of each party.

I. QUASI-JUDICIAL PUBLIC HEARINGS

- A. PUBLIC HEARING** – Development Application submitted by Carl Horace, General Manager, Authorized Agent for Hillsboro Club, located at 901 Hillsboro Mile, Hillsboro Beach, FL 33062, Seeking Issuance of Permit to Install an Awning on the Existing Deck that is Beyond the Easterly Building Line.

Mr. Doody swore in all those giving testimony at the hearing.

Graham Long, CG&A, presented the item. He provided a brief overview of the application for an awning which would extend over an existing deck, and noted there is a provision within the Code that allows for flat and open patios to extend 15 feet beyond the Easterly Building Line. He noted two (2) awnings had been requested, and while one (1) awning was compliant, the second awning would extend approximately five (5) to six (6) feet beyond the line and require a variance. Mr. Long noted that the Easterly Building Line was established in 1966 and extended in 1973, and the referenced structure predates both. He stated staff's recommendation was that the application meets the criteria for a variance.

Mr. Serda stated the applicant was present to answer any questions.

Mr. Doody asked members of the Commission to make any exparte communication disclosures. There were none to disclose.

Motion made by Commissioner Andreano, seconded by Commissioner Reiser, to approve the variance request. In a roll call vote, the **motion** passed unanimously. (5-0)

B. PUBLIC HEARING – Development Application submitted by Elizabeth C. Berry, Authorized Agent for Hillsboro Mile Ocean Apartments, Inc., located at 1045 Hillsboro Mile, Hillsboro Beach, FL 33062, Seeking to Install a Deck on the Property.

Mr. Doody swore in all those giving testimony at the hearing.

Mr. Long presented the item. He explained the applicant proposes to place a small deck, approximately 32 feet by 13.5 feet, but the section of the Code which governs the location of decks, stated a structure cannot be built closer than 15 feet from a seawall. He explained that in this instance, there is an indentation in the seawall of more than 15 feet toward A1A, where the existing boat house and seawall are adjacent. He stated that if the seawall was straight across the Intracoastal, the deck would be permitted. He stated staff's recommendation was that the application meets the criteria for a variance, as the indentation in the seawall creates a hardship.

Mayor Kirdahy asked when the seawall was constructed. Mr. Long stated he did not have the year, but it was not a new seawall.

Commissioner Reiser asked if the deck would interfere with a future raising of the seawall should construction on the wall be required. Mr. Long stated the deck still needed to go through structural review to make sure it does not interfere with the seawall. He noted he had requested a preliminary review before bringing the application forward, and because of the limited footings, there were no immediate issues identified.

Mayor Kirdahy stated the seawall would be required to match the ordinance if major repairs were necessary. She noted the deck was not attached to the seawall.

Commissioner Andreano asked if it would be wise to make the deck higher to accommodate future seawall requirements. Mr. Long stated there are no current issues with the seawall, and raising the deck would make it significantly higher than the existing attached boat house.

Kenneth Gross presented on behalf of the Hillsboro Mile Ocean Apartments. He asserted the request is simple and straightforward, and prior to commissioning the architectural documents, an effort was made to understand the setback requirements to be sure it was a viable endeavor. He stated former consultant Daniel Mantell acknowledged they met the distance requirement for the Eastern Building Line and did not mention the seawall requirements. He reviewed the applicant's position as to the presence of a hardship due to the step-out of the seawall and asserted there was no other location to build the deck.

Mayor Kirdahy opened a public hearing on the item.

Bob Bellow, Boynton Beach, stated he owns an apartment in the complex and is a former board member of the condominium co-op. He expressed concern that the proposed deck will be built up to the seawall and stated he is opposed to the variance. Continuing, he asserted his major concerns were safety issues, as he feels the deck is not properly engineered for its planned use and would be an unsafe structure. He stated the applicant had not shown a compelling reason for the Town to grant a variance and offered an alternate location. Mr. Bellow submitted letters in opposition from residents unable to attend in person.

Tim Lynch, unit 10A, voiced his opposition and urged the Board to deny the variance at this time. He stated many of the shareholders share a concern the deck would make seawall repairs and replacement much more difficult and expensive, and also that due to the large increase of invasive iguanas, the deck would provide further nesting space at the risk of the seawall. He noted the current plan also has no provision to allow for access to the plumbing line and cleanout which would be blocked, and stated the condo board has not allowed the shareholders to vote on the request.

Pam Rogers, owner and resident, stated she and her husband are strongly against this deck for all the reasons listed by the other owners. She asserted her biggest concern was maintaining the seawall, as they had already been told there was a need to begin expensive repairs. She noted the boat house has a large deck, and this particular part of the property should not be built on.

Pat Walden, units 11B and 8B, expressed concern with the location of the deck. She asserted there is a half-acre of open land adjacent to the boat house where a deck could be built more appropriately, as this area is precarious due to the infestation of the iguanas. She pointed out the deck also does not appear to be ADA compliant, which is an issue in a senior community.

Jack Grover, unit 17A, stated he was previously responsible to maintain the seawall as a board member, and he believed that putting the deck in the proposed location would cause an issue with maintenance of the seawall. He asserted it would be expensive and a liability.

Lois Bellow, Boynton Beach, questioned why a variance should be granted to build a small deck so close to the Intracoastal that can only safely accommodate so few of the residents. She stated they already have a large deck on top of the boat house which has served as a gathering place for residents for years with a beautiful view of the Intracoastal, and other amenities are set back more than 15 feet from the waterway.

Tony Yost, units 19A and 15A, stated he is a current board member and board treasurer, and is in favor of the deck. He asserted he believes the board has done its work and listened to the concerns of shareholders, then made the decision and checked with their legal counsel that the decision was within the purview of the board. He stated the board members are also concerned with the seawall but had several companies out to look the seawall over and selected a vendor to make repairs beginning next week.

Lonnie Cohen, unit 19B, stated he is also a board member, and asserted they had done their homework and put a lot of energy into this great project. He noted there are only so many amenities that can be put into the community, and this deck is meant to be one of the most beautiful. He asserted it would increase the property value, and it had been engineered to be safe. Commissioner Andreano asked for additional clarification and discussion ensued briefly.

Mayor Kirdahy closed the public hearing.

Mayor Kirdahy commented that as far as the iguana question is concerned, they are going to find a comfortable spot no matter what you put there, and she does not believe they will ruin the foundation. She asked staff whether they had noted any issues with repairing the seawall or with iguanas. Mr. Long stated these were structural questions, and it would still need a structural review. He noted they had looked at this specific deck in this specific location, and alternate locations were not reviewed.

Mr. Long stated that most of the concerns appeared to be structural, and those would be addressed through the structural review.

Mr. Doody advised that the Board should disregard any issues related to the structural components, as that would be the responsibility of the Building Official. He stated the Board is reviewing the location only, and their task is to determine that the criteria in the Code of Ordinances have been satisfied, allowing for the granting of the variance. He noted the disagreement between members of the condo association is also not to be considered. Mr. Doody added that he had been advised on the dais that Board members had received emails from individuals related to this item. He asked that Board members not respond to the emails, but forward them to the Town Clerk to maintain the integrity of the record.

Motion made by Commissioner Andreano, seconded by Commissioner Ravanese, to approve the variance. In a roll call vote, the **motion** passed unanimously. (5-0)

III. PUBLIC COMMENTS

None.

II. ADJOURNMENT

Motion made by Commissioner Ravanese, seconded by Commissioner Reiser, to adjourn the meeting. In a roll call vote, the **motion** passed unanimously. (5-0)

There being no further business before the Board of Zoning and Appeals, the meeting was adjourned at 9:38 a.m.

ADOPTED THIS _____ DAY OF _____, 2023

By: _____
Irene Kirdahy, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



*Hand-outs Provided or Presented at Meeting - Entered into the Record and/or
Written Public Comments read aloud at Meeting, Entered into the Record.*

NOVEMBER 14, 2023

**Board of Zoning & Appeals
Quasi Judicial Public Hearing**

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
TownofHillsboroBeach.com
954-427-4011

Sherry D. Henderson

From: Patti <patti.ranck@gmail.com> on behalf of Patti
Sent: Monday, November 13, 2023 5:05 PM
To: Shenderson@townofhillsborobeach.com
Subject: 1045 Deck Variance

RECEIVED
NOV 13 2023

Hello,

We are long time owners at 1045 and love Hillsboro and our unit! We are in favor of a deck allowing us to enjoy safely sitting outside of the boathouse picnicking and enjoying the views of boats on the intercostal. Currently the grassy area is uneven and not safe to walk on or even sitting in chairs feels dangerous. We now have two young grandchildren that will be visiting and currently we would not be able to have them sit outside at the boathouse area for safety reasons. The deck variance is a very good decision for all of us now and in the future.

Sincerely,

Patti and Bob Ranck

Sent from my iPhone

Sherry D. Henderson

From: Adam Hochfelder <adamhochfelder@gmail.com> on behalf of Adam Hochfelder
Sent: Monday, November 13, 2023 7:31 PM
To: Shenderson@townofhillsborobeach.com
Subject: Hillsboro Mile Ocean Apartments

RECEIVED

NOV 13 2023

Dear Ms Henderson.

My wife, Lisa and I have lived at 1051 Hillsboro Mile for the last three years. We have made many friends, both in our building, and all along the Mile.

We are completely in favor of the Hillsboro Mile Ocean Apartments seeking a variance to be permitted to install a deck. We think not only will it look nice but it will help to increase everybody's property values. We have also spoken too many people that live on Hillsboro Mile that feel the same way that we do.

Sincerely,

Sincerely, Lisa & Adam Hochfelder

Thomas and Patricia Walden
Hillsboro Mile Ocean Apartments, Inc.
1045 Hillsboro Mile Units 8B & 11B
Hillsboro Beach, FL. 33062

RECEIVED

NOV 14 2023

November 14, 2023

Town of Hillsboro Beach
Board of Zoning Appeals
1210 Hillsboro Mile
Hillsboro Beach, FL. 33062

Re: Variance Request
1045 Hillsboro Mile

Dear Members of the Board,

We are writing this letter to express our strong opposition to the request you are considering tonight for a variance to construct a deck on our property that will sit entirely within the 15 foot setback.

As shareholders in the Hillsboro Mile Ocean Apartments, Inc. Cooperative, we feel that this deck, as proposed, will negatively impact our ability to visually monitor and maintain the Intracoastal seawall upon which it will sit. Repairs to the seawall will be unnecessarily expensive if access is complicated by placing a deck on top of it.

We are a 36 unit community which means there could be as many as 72 people using this deck at the same time. We question the safety of this possibility. Are the deck and seawall rated to support the weight of all owners and guests simultaneously? If not, who monitors occupancy?

We have a half acre of open land along the Intracoastal where a deck could be constructed safely, accommodate all the owners, have no impact on the seawall and violate no zoning requirements.

We regard this project as frivolous and unnecessary at this time. Our community faces significant expense as we comply with the findings of the Milestone Inspection. To construct a deck in such a precarious manner flies in the face of upgrading the safe use of our property.

We respectfully request that you do not grant the requested variance.

Sincerely,
Thomas and Patricia Walden

HILLSBORO MILE OCEAN APARTMENTS, INC.

1045 Hillsboro Mile

Hillsboro Beach, FL 33062

November 14, 2023

Town of Hillsboro Beach
Board of Zoning Appeals
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

RECEIVED

NOV 14 2023

To The Board of Zoning Appeals:

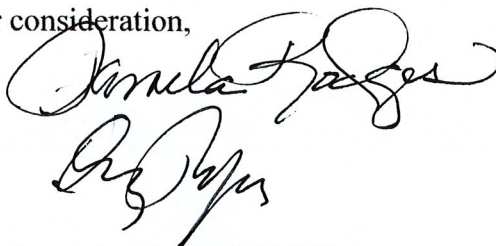
We are shareholders of the Hillsboro Mile Ocean Apartments, Inc., a small co-operative located at 1045 Hillsboro Mile, Hillsboro Beach, FL 33062, consisting of just 36 shares of voting interests. As owners of 2 voting shares, we are the taxpayers and residents of Hillsboro Beach most directly affected by the decision this board of zoning appeals will make in considering whether or not to grant a variance to build a deck on our property.

Inasmuch as a variance is a grant of an exception to zoning rules, and inasmuch as zoning rules have presumably been put in place to serve a public purpose, the burden of proof should be on the applicant.

Since both of us are unable to attend this hearing in person and are concerned about the vagaries of ZOOM, we are writing to the board to communicate our strong objection to the request for a variance requested by our co-op board, and urge the zoning appeals board to deny the application for the requested variance.

Thank you for your consideration,

Pamela Rodgers
Clair W. Rodgers



Owner(s) of Apt #A1 and Apt #A4. 1045 Hillsboro Mile

HILLSBORO MILE OCEAN APARTMENTS, INC.
1045 Hillsboro Mile
Hillsboro Beach, FL 33062

November 14, 2023

RECEIVED

NOV 14 2023

Town of Hillsboro Beach
Board of Zoning Appeals
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

To The Board of Zoning Appeals:

I/We are shareholders of the Hillsboro Mile Ocean Apartments, Inc., a small co-operative located at 1045 Hillsboro Mile, Hillsboro Beach, FL 33062, consisting of just 36 shares of voting interests. As owners of (1 or 2) of the voting shares, we are the taxpayers most directly affected by the decision this board of zoning appeals will make in considering whether or not to grant a variance o build a deck on our property.

Since we are unable to attend this hearing in person and do not know how to ZOOM, we are writing to the board to communicate our strong objection to the request for a variance requested by our co-op board, and urge the zoning appeals board to deny the application for the requested variance.

Thank you for your consideration,

(Shareholder name) *Zelda Halloran*
(Co-Shareholder name)

Owner(s) of Apt # 5B and Apt # _____

HILLSBORO MILE OCEAN APARTMENTS, INC.

1045 Hillsboro Mile

Hillsboro Beach, FL 33062

November 14, 2023

Town of Hillsboro Beach
Board of Zoning Appeals
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

RECEIVED
NOV 14 2023

To The Board of Zoning Appeals:

I am a shareholders of the Hillsboro Mile Ocean Apartments, Inc., (HMOA) a small co-operative located at 1045 Hillsboro Mile, Hillsboro Beach, FL 33062, consisting of just 36 shares of voting interests. As owner of one of the voting shares, I am directly affected by the decision this board of zoning appeals will make in considering whether or not to grant a variance o build a deck on our property.

Since I am unlikely to be able to attend this hearing in person, I am writing to the board to communicate my strong objection to the request for a variance requested by our co-op board, and urge the zoning appeals board to deny the application for the requested variance.

Many of the shareholders of HMOA share a concern that the variance if granted would make the HMOA canal seawall repairs and maintenance much more difficult and expensive with deck extended to the seawall or just short of the seawall.

In addition, HMOA has also had a large increase in the number of invasive iguanas onsite, and many of the shareholders are concerned that they are digging in next to, and undermining the canal seawall. A new deck with the variance allowed would provide those iguanas with shelter and nesting space to further undermine the canal seawall resulting in danger to residents, and much larger repair and maintenance expenses for HMOA shareholders.

Thank you for your consideration,

Timothy Lynch Owner of Apt # A 10

On Wednesday, November 8, 2023, 10:05:08 AM EST, Brenda Guida
<bfguida@yahoo.com> wrote:

RECEIVED

NOV 14 2023

To: Hillsboro Beach Board of Appeals

As a shareholder of Apartment 12B at 1045 Hillsboro Mile I am objecting to the variance issued for the deck on the intercostal of our property.

Brenda Farrell Guida

RECEIVED

NOV 14 2023

To Mr. Robert Biello.

From: Mary Grace Manuse

Hello Bob, I understand that you will be attending the meeting on November 14, 2023 regarding the variance request to build a deck on the property at the Hillsboro Mile Ocean Apts. which is located at 1045 Hillsboro Mile, Hillsboro Beach, FL 33062. This is small cooperative consisting of two buildings of which we own and pay taxes for one voting share at this cooperative. We ask that you present this letter to the Variance Board on our behalf.

When the board of our cooperative decided they wanted to build this deck, many of our shareholders presented them with many different reasons why we opposed the building of the deck. It was being planned for building right next to our seawall which we felt could cause problems there. And...often during the Red Tide, the rising water would cover our dock which comes right up next to the planned deck. We requested the board ask for a vote from the shareholders. They refused and passed the plan against our wishes.

At this time, we are asking that the Zoning Board refuse the request to build the deck at 1045 Hillsboro Mile.

Thank you for considering our request.

Mary Grace Manuse
Joseph T. Manuse

Owner of Apartment 18B

HILLSBORO MILE OCEAN APARTMENTS, INC.

1045 Hillsboro Mile

Hillsboro Beach, FL 33062

November 14, 2023

RECEIVED

NOV 14 2023

Town of Hillsboro Beach
Board of Zoning Appeals
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

To The Board of Zoning Appeals:

We are shareholders of the Hillsboro Mile Ocean Apartments, Inc., a small co-operative located at 1045 Hillsboro Mile, Hillsboro Beach, FL 33062, consisting of just 36 shares of voting interests. As owners of 1 of the voting shares, we are the taxpayers most directly affected by the decision this board of zoning appeals will make in considering whether or not to grant a variance to build a deck on our property.

We are writing to the board to communicate our strong objection to the request for a variance requested by our co-op board, and urge the zoning appeals board to deny the application for the requested variance.

Thank you for your consideration,

Robert Biello
Lois Biello

Owner(s) of Apt # 9A

Town of Hillsboro Beach
Board of Zoning Appeals
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

RECEIVED

NOV 14 2023

To The Board of Zoning Appeals:

I am a shareholder of the Hillsboro Mile Ocean Apartments, Inc., a small co-operative located at 1045 Hillsboro Mile, Hillsboro Beach, FL 33062. It consists of 36 shares of voting interests. As an owner since 2000 and one of the voting shares, I am also a taxpayer most directly affected by the decision this board of zoning appeals will make in considering whether or not to grant a variance to build a deck on our property.

I am communicating MY OBJECTION and strongly urge the zoning appeals board to DENY the application for the requested variance being submitted by our current co-op board.

Thank you,
John Coburn
Owner of unit A-17

HILLSBORO MILE OCEAN APARTMENTS, INC.

1045 Hillsboro Mile

Hillsboro Beach, FL 33062

November 14, 2023

RECEIVED

NOV 14 2023

Town of Hillsboro Beach
Board of Zoning Appeals
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

To The Board of Zoning Appeals:

I/We are shareholders of the Hillsboro Mile Ocean Apartments, Inc., a small co-operative located at 1045 Hillsboro Mile, Hillsboro Beach, FL 33062, consisting of just 36 shares of voting interests. As owners of (1 or 2) of the voting shares, we are the taxpayers most directly affected by the decision this board of zoning appeals will make in considering whether or not to grant a variance o build a deck on our property.

Since we are unable to attend this hearing in person and do not know how to ZOOM, we are writing to the board to communicate our strong objection to the request for a variance requested by our co-op board, and urge the zoning appeals board to deny the application for the requested variance.

Thank you for your consideration,

(Shareholder name)

Bruno LaGala

(Co-Shareholder name)

[Signature]

Owner(s) of Apt # 1 and Apt # A-12

BRUNO AND CONNIE LA GALA

November 14, 2023

Town of Hillsboro Beach
Board of Zoning Appeals
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

RECEIVED

NOV 14 2023

To The Board of Appeals:

Jon and I are shareholders of the Hillsboro Mile Ocean Apartments, Inc, a cooperative located at 1045 Hillsboro Mile, Hillsboro Beach, Florida 33062.

We are owners of 2 of the voting shares, and therefore are the taxpayers most directly affected by the decision made by this Zoning Appeals Board regarding the variance request on our property.

We are unable to attend this hearing so are writing this letter to the Board to state our strong objection to the request by our Board of Directors for a variance. We are against this project and urge the Zoning Appeals Board to deny the application for the requested variance.

Thank you

Sally R. Motley
Jeffrey L. Motley Jr.

owners of Apartments
7A & 8A.

From: Kary Beeth kjbeeth@hotmail.com
Subject: Variance to Zoning Board
Date: Nov 11, 2023 at 2:32:43 PM
To: Bob Biello rbiello2@gmail.com

Town of Hillsboro Beach
Board of Zoning Appeals
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

RECEIVED
NOV 14 2023

To The Board of Zoning Appeals:

I am a shareholder of the Hillsboro Mile Ocean Apts., Inc., located at 1045 Hillsboro Mile, Hillsboro Beach, Florida 33062.

Since I am unable to attend this hearing in person I am writing to the board to express my objection to the request for a variance requested by our co-op board and urge the zoning appeals board to deny the application for the requested variance.

Thank you for your consideration.

Kary Beeth, Owner of Apt B14

Sent from my iPhone

To: The Board of Zoning Appeals
From: Ellen Tinkham
Date: November 14, 2023
Re: Variance Request Denial Letter

RECEIVED
NOV 14 2023

I am a shareholder of the Hillsboro Mile Ocean Apartments Inc., (HMOA) a small co-operative located at 1045 Hillsboro Mile, Hillsboro Beach, FL 33062, consisting of just 36 shares of voting interests. As owner of one of the voting shares, I am directly affected by the decision this board of zoning appeals will make in considering whether or not to grant a variance to build a deck on our property.

Since I am unlikely to be able to attend this hearing in person, I am writing to the board to communicate my strong objection to the request for a variance requested by our co-op board, and urge the zoning appeals board to deny the application for the requested variance.

This application is not a minor variance and the Town is encouraged to deny this 1045 Hillsboro Mile application for the following reasons.

- 1) The sea wall is subject to invasive iguanas digging and undermining sea wall. Maintenance will be required and may be neglected in future.
- 2) The loading is inadequate per engineers report. A significant gathering will exceed load limits is my understanding. That's a danger.
- 3) There is a safety concern.
- 4) The Town is right to prohibit fenced structures on abutting sea wall, and this structure will be not in keeping with the neighbourhood.
- 5) There are many other alternatives for a similar structure.

Thank you for your consideration.

Yours very truly,



Ellen Tinkham. Owner of Apt#A14

HILLSBORO MILE OCEAN APARTMENTS, INC.
1045 Hillsboro Mile
Hillsboro Beach, FL 33062

November 14, 2023

Town of Hillsboro Beach
Board of Zoning Appeals
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

RECEIVED
NOV 14 2023

To The Board of Zoning Appeals:

I/We are shareholders of the Hillsboro Mile Ocean Apartments, Inc., a small co-operative located at 1045 Hillsboro Mile, Hillsboro Beach, FL 33062, consisting of just 36 shares of voting interests. As owners of (1 or 2) of the voting shares, we are the taxpayers most directly affected by the decision this board of zoning appeals will make in considering whether or not to grant a variance o build a deck on our property.

Since we are unable to attend this hearing in person and do not know how to ZOOM, we are writing to the board to communicate our strong objection to the request for a variance requested by our co-op board, and urge the zoning appeals board to deny the application for the requested variance.

Thank you for your consideration,

(Shareholder name) *Ashtyn C. Ray*
(Co-Shareholder name) *Malcolm*

Owner(s) of Apt # 3A and Apt # 6A



TAB 1-B

Approval of Minutes

November 14, 2023

Regular Commission Meeting

Established 1939

www.TownofHillsboroBeach.com



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING**

TUESDAY

NOVEMBER 14, 2023

9:00 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Irene Kirdahy called the meeting to order at 9:49 a.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Irene Kirdahy

Vice Mayor Barbara Baldassarre

Commissioner David A. Ravanese

Commissioner Jane Reiser

Commissioner Vinnie Andreano

Town Staff:

Town Manager William "Mac" Serda, ICMA-CM

Donald J. Doody, Town Attorney, Esq.

Town Clerk Sherry D. Henderson, CMC

Police Chief Jay Szesnat

APPROVAL OF AGENDA

Mr. Serda requested two (2) amendments to the agenda, including moving Item 5E to the beginning of Resolutions and moving Items 5F and 5G to the Staff Report.

Motion made by Commissioner Ravanese, seconded by Vice Mayor Baldassarre, to amend the agenda to move items 5E, 5F, and 5G as requested. In a roll call vote, the **motion** passed unanimously. (5-0)

Motion made by Vice Mayor Baldassarre, seconded by Commissioner Ravanese, to adopt the agenda as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

I. APPROVAL OF MINUTES

A. October 3, 2023 Regular Commission Meeting Minutes

Motion made by Commissioner Ravanesi, seconded by Vice Mayor Baldassarre, to approve the minutes of October 3, 2023, as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

II. PRESENTATIONS

III. ORDINANCES

A. Ordinance No. 2023-04

Amendment to the Town's Code of Ordinances, "Property Site Line Maintenance." (Second Reading)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING SECTION 12-49 ENTITLED "SITE PLAN REQUIREMENTS" AND SECTION 12-399 ENTITLED "MAINTENANCE OF LANDSCAPED AREAS"; PROVIDING FOR AMENDMENT TO REQUIREMENTS ASSOCIATED WITH SITE PLANS; PROVIDING FOR MAINTENANCE OF SIGHT TRIANGLES AT THE INTERSECTION OF DRIVEWAYS AND STATE HIGHWAY A1A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Motion made by Commissioner Ravanesi, seconded by Commissioner Reiser, to adopt Ordinance 2023-04 on second reading. In a roll call vote, the **motion** passed. (5-0)

B. Ordinance No. 2023-05

Amendment to the Town's Code of Ordinances, "Conditional Use Amendment Restaurant Only." (First Reading)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION IV ENTITLED "DISTRICTS AND GENERAL REGULATIONS THEREOF" SPECIFICALLY AMENDING SECTION 12-110 ENTITLED "CONDITIONAL USES"; PROVIDING FOR AN AMENDMENT TO THE CRITERIA FOR CONDITIONAL USES TO DELETE RESTRICTIONS ON ACCEPTING CASH OR CREDIT AND PAYMENTS FOR PATRONS AT A HOTEL; PROVIDING FOR AN AMENDMENT TO THE DEFINITION OF "RESTAURANT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Jim Hickey, Planning Consultant, CG&A, outlined the request to change the Land Development Code, which would remove some of the items which had been put in for the review of conditional uses. He noted this change is a precursor to a request that the restaurant at Hillsboro Beach Resort, which is currently open to visitors to the hotel and to residents of

Hillsboro Beach, be opened to the public. He advised that the language before the Commission was provided by the applicant and could be revised. He briefly reviewed the changes, listed on page 29 of the staff report.

Mayor Kirdahy asked for clarification regarding the process. Mr. Hickey highlighted that the changes being made are changes to the Conditional Use requirements in the Land Development Code, so did not apply only to the applicant. He noted this meant it would apply to any future applicant, as well.

Commissioner Andreano asked what other applicants were being referenced. Mr. Hickey explained the question becomes the definition of a restaurant. He noted future applicants would still need to meet the remaining criteria of the Land Development Code.

Mr. Doody stated the result of this change as presented would be the potential for a freestanding restaurant. He noted that presently a restaurant would have to be related to a motel or hotel, but the applicant is seeking to delete that limitation. Discussion continued as to the intent of the change.

Matt Hege, Hillsboro Beach Resort, stated the language could be crafted to meet the intent, which is to have a fully functioning restaurant at this property. He introduced Memphis Garrett, the restaurateur who would be taking over as a third-party operator running food and beverage at the hotel. He noted no one was willing to come in to manage the restaurant unless it is open to non-residents.

Mr. Garrett, Garrett Hospitality Group, provided a brief overview of his background and plans to create a restaurant offering up-scale Mediterranean food steps from the beach.

David Coviello, Shutts & Bowen LLP, attorney for BH3, made a presentation. He asserted the applicant had heard the comments and concerns at the previous hearings, and determined most were related to the outdoor bar. He stated the request is now limited to a single issue, the ability to open the restaurant to the public and allow cash and credit card payments. Mr. Coviello explained all other amendments had been withdrawn, including the outdoor service bar, and three (3) applications which had not yet been heard.

Mr. Coviello reviewed the proposed language changes briefly. He stated the intent was to allow members of the public to dine, and noted considering the concern regarding other restaurants he would recommend removal of "to guests" rather than "to guests at hotel or motel." Continuing, Mr. Coviello stated there were no material changes to the restaurant or hotel being requested. He advised that the applicant believes this request is a reasonable compromise and the minimum necessary for the continued viability of the hotel and restaurant and to maintain the quality of the hotel and restaurant.

Commissioner Ravanese stated he had concerns with the signage for the hotel, and asserted it needed to be improved because people are unable to find it and they do U-turns or park in other places. He added that as long as residents next door were protected, he was supportive of the request. Mr. Coviello assured the Commission that they would look at the signage.

Commissioner Andreano stated his concerns were addressed by the amendment to the language that was suggested.

Mayor Kirdahy opened a public hearing on the item.

Deb Tarrant, 1083 Hillsboro Mile, stated she was opposed to removing the hotel/motel language, and believed that language absolutely must stay in. She agreed with the applicant that increased traffic concerns are null because even local people have to drive to the property and added that the restaurant is important to the viability of the property. She noted she also agreed with Commissioner Ravanese that the sign needed to be changed if the restaurant was open to the public and asserted that should be a condition.

Andy Daberno, 1194 Hillsboro Mile, shared that he had been a full-time resident for 46 years and was an impartial historian on the matter. He pointed out there had previously been a fantastic restaurant in the Barefoot Mailman Hotel called Charlie Browns.

Mayor Kirdahy closed the public hearing.

Mr. Hegge clarified that there is an approved sign which has not been erected, as it has not completed the permitting process. He stated they would recirculate the proposed sign in case there were new comments.

Mr. Garrett advised that the restaurant would operate on a reservation-only basis. He noted the valet would be the first line of defense in asking visitors if they have reservations.

Commissioner Ravanese asked how the applicant planned to address U-turns and parking across the street. Mr. Garrett stated he believes there are enough parking spaces to make sure the restaurant is successful on a daily basis, and there is not any reason for people to park across the street. He clarified that if the parking is full, that means the restaurant is full.

Vice Mayor Baldassarre shared that residents have concerns of the property turning into a bar hangout. Mr. Garrett asserted that is not the customer base, and noted his goal is not to change the environment, but to service the existing environment.

Mr. Doody asked whether the hours of the bar and restaurant would coincide. Mr. Garrett stated they would. He added that there is not a separate bar, and the focus is a full-service restaurant that serves alcohol along with food.

Commissioner Andreano stated Hillsboro Beach had not had a restaurant open to the public in a long time, and it would be a great experiment to see if it works. He pointed out that the restaurant operates under a conditional use, and it could be removed.

Commissioner Reiser responded that this has been a conditional use every time the restaurant asked for changes. She stated she also remembers Charlie Browns Restaurant, and it was a very large piece of property, so they were not comparing apples to apples. She asked what would happen if the restaurant were a success and the hotel was failing. Mr. Garrett stated food and beverage is becoming a major priority for guests, and they have become intertwined. He asserted both must be successful or both suffer, and he would work with BH3 to ensure continued success of the property.

Commissioner Reiser asked about the Rosewood Residences, and whether they were legally considered a condominium. Mr. Doody stated to the best of his knowledge they were a condominium, but he had not reviewed any documents submitted to the State.

Mayor Kirdahy stated she had no issue with the cash and credit card system, as the current system is cumbersome. She noted she also remembers the Barefoot Mailman Hotel, but it was a different time. She asserted traffic has tripled in the past 25 years, and the mix of residents has changed as well. She advised the focus of the vote should be on this site.

Motion made by Commissioner Ravanesi, seconded by Commissioner Andreano, to amend the ordinance to delete “to guests” on page two (2), line 38, rather than “to guests at hotel or motel.” In a roll call vote, the **motion** passed. (4-1) Commissioner Reiser voted no.

Motion made by Commissioner Andreano, seconded by Commissioner Ravanesi, to approve Ordinance 2023-05 on first reading as amended. In a roll call vote, the **motion** passed. (4-1) Commissioner Reiser voted no.

IV. DISCUSSION & POSSIBLE ACTION

V. RESOLUTIONS & CONTRACTS

Items E and was heard prior to Item A.

A. Resolution No. 2023-52

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, EXPRESSING SUPPORT OF THE STATE OF ISRAEL AND DENOUNCING THE TERRORIST ACTIONS OF HAMAS.

Mr. Doody read the Resolution by title only.

Commissioner Ravanesi and Mayor Kirdahy made brief comments.

Motion made by Commissioner Ravanesi, seconded by Commissioner Reiser, to adopt Resolution 2023-52 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2023-53

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ADOPTING THE 2024 COMMISSION SCHEDULE MEETING DATES.

Mr. Doody read the Resolution by title only.

Commissioner Reiser stated she believed the April 2 meeting should be changed to April 9 due to the Easter religious weekend.

Motion made by Commissioner Ravanesi, seconded by Vice Mayor Baldassarre, to amend the schedule to change the April meeting from April 2 to April 9. In a roll call vote, the **motion** passed unanimously. (5-0)

Ms. Henderson reviewed the schedule briefly and noted alternate dates had been proposed by staff for July and September.

Motion made by Vice Mayor Baldassarre, seconded by Commissioner Reiser, to accept the staff recommendations and adopt the 2024 Commission schedule meeting dates as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

Motion made by Vice Mayor Baldassarre, seconded by Commissioner Reiser, to adopt Resolution 2023-53. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Resolution No. 2023-54

CONSIDERATION TO APPROVE AND AUTHORIZE THE POLICE DEPARTMENT TO USE \$65,600 IN BUDGETED FUNDS TO PURCHASE TWO (2) CHEVY BLAZER VEHICLES BY UTILIZING FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NO. FSA23-VEL31.0.

Mr. Doody read the Resolution by title only.

Mr. Serda advised the request was to use budgeted funds to replace two (2) vehicles for the Police Department.

Police Chief Jay Szesnat explained they were putting 11,000 miles a month on these vehicles, and age and fleet maintenance for these two (2) vehicles is becoming an issue.

Motion made by Vice Mayor Baldassarre, seconded by Commissioner Andreano, to adopt Resolution 2023-54 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

Item D was heard prior to Item A.

D. Resolution No. 2023-55

CONSIDERATION TO APPROVE AND AUTHORIZE THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH, FLORIDA, AND BROWARD COUNTY SUPERVISOR OF ELECTIONS OFFICE TO CONDUCT THE TOWN'S COMBINED MUNICIPAL ELECTION AND PRESIDENTIAL PREFERENCE PRIMARY ELECTION ON TUESDAY, MARCH 19, 2024.

Mr. Doody read the Resolution by title only.

Motion made by Commissioner Ravenesi, seconded by Vice Mayor Baldassare, to adopt Resolution 2023-55 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

E. Resolution No. 2023-56

CONSIDERATION TO APPROVE AND AUTHORIZE THE PROPER TOWN OFFICIALS TO EXECUTE A RENEWAL AGREEMENT WITH UNITED HEALTHCARE, INC. FOR 2024 EMPLOYEE HEALTH, VISION, AND DENTAL INSURANCE BENEFITS.

Mr. Doody read the Resolution by title only.

Mr. Serda introduced the item briefly. He stated each year, the Town receives quotes on its employee benefits, utilizing Sentry Public Risk to represent it in the marketplace.

Robin Riley, Acentria Public Risk, discussed the market and options briefly. She noted the amount competition for coverage is getting smaller and smaller, as Humana no longer provides proposals for group health insurance and others do not work with small groups. She advised on the options explored and recommended the Town continue with the current plan through United Healthcare for medical, dental, and vision at a 6.4 percent increase in premiums.

Mr. Serda shared that the good news was that a 15 percent increase had been projected in the budget, so the increase of 6.4 percent was lower than expected. He noted he does not receive his benefits through the Town, so can serve as an unaffected party in advising that continuing with this plan is the most advantageous to the Town and will cause the least disruption to the employees.

Motion made by Vice Mayor Baldassarre, seconded by Commissioner Reiser, to adopt Resolution 2023-56 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

Items F and G were addressed following IX.B

F. Resolution No. 2023-57

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.

Mr. Doody read the Resolution by title only.

Motion made by Vice Mayor Baldasarre, seconded by Commissioner Ravanese, to adopt Resolution 2023-57 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

G. Resolution No. 2023-58

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE PERMIT/PLANNING & ZONING/CODE COMPLIANCE FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.

Mr. Doody read the Resolution by title only.

Motion made by Commissioner Ravanese, seconded by Vice Mayor Baldasarre, to adopt Resolution 2023-58 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

VI. CONSENT AGENDA

	Vendor	Invoice Number	Date	Amount
1.	Inframark	101933	Sept 2023	
2.	Inframark	103674	Oct 2023	
3.	LSF	23-0930-26	Sept 2023	\$5,871.87
4.	LSF	23-1031-26	Oct 2023	\$8,379.27
5.	CG&A	120296	Sept 2023	
6.	CG&A	121169	Oct 2023	
7.	GCDE	55341	Oct 2023	\$4,791.95
8.	GCDE	55342	Oct 2023	\$75.00
9.	GCDE	55343	Oct 2023	\$211.90
10.	GCDE	55344	Oct 2023	\$5,682.500

Motion made by Vice Mayor Baldasarre, seconded by Commissioner Andreano, to approve the Consent Agenda as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

VII. BEACH REPORT

None.

VIII. STAFF UPDATES

A. Police Department

Police Chief Jay Szesnat shared his report. He stated numbers are consistent, and the department continues its mission to keep residents safe.

Mayor Kirdahy advised she was seeing issues with speeding between 5 p.m. and 7 p.m. Police Chief Szesnat stated Police Officers are out making traffic stops. He noted the Town has a display sign with radar capabilities and will put it out again.

B. Finance Department – Financial Report FY2023 4th Quarter

Stephen Bloom, Finance Director, Inframark, presented the financial report for the end of the 2023 Fiscal Year. He reviewed the unaudited numbers, beginning with the General Fund, and noted the next step would be a full, independent audit. He advised that the General Fund had ended the year \$134,000 favorable and reviewed the Special Revenue Funds briefly. Mr. Bloom highlighted the Building Permits Fund, which had revenue at 182 percent of budgeted, and expenditures of 124.7 percent, and noted the restrictions on use of funds related to building permits briefly. He discussed the Capital Projects Fund, pointing out the beach project had been the major item at \$4.33 million, and reviewed historical data for Worker's Compensation claims. He credited staff for keeping that line item low.

Vice Mayor Baldasarre asked whether any special programs had been implemented to address Worker's Compensation costs. Mr. Serda stated they have quarterly safety meetings and work to train the staff properly, but no special program was implemented.

Items V.F and .G were addressed following IX.B

C. Building Department

Steve Mitchell, Building Official, CG&A, presented his report. He stated things are proceeding on an orderly basis and the workload is steady.

Mayor Kirdahy asked when the new homes in the report would be on the tax rolls. Mr. Mitchell stated it would not be in 2024 and would most likely be 2026.

Vice Mayor Baldasarre asked if there had been an increase in renovations. Mr. Mitchell provided a brief update on current renovations. Mr. Serda confirmed there was an increase over five (5) years ago, but not year-to-year.

D. Code Compliance

Bernard Pita, Code Enforcement, CG&A, presented his report. He introduced a new Code Enforcement Officer brought on to increase response times, Victor Padilla. He stated there are currently 18 open cases, the majority of which are fire inspection cases being addressed for the Fire Department. Continuing, he reviewed the case action report, which breaks down status of cases, and the compliance report. He stated 58 inspections had been completed and reviewed top violations briefly. He noted he is currently focusing on construction site management to maintain appearance and safety.

Vice Mayor Baldasarre shared that she had noticed shrubbery and branches coming into the bike lane in a few areas. Mr. Pita stated he had been monitoring that issue and had purchased a saw and clippers to address issues like this himself as quickly as possible in addition to informing the associated properties.

Mr. Pita noted he was also working to address sediment control on construction sites and other parcels and will next be looking at parking on the Intracoastal side of the road. He noted staff is conducting a review and will begin educating those who are not in compliance.

IX. TOWN MANAGER REPORT

A. Update - Shred/Electronic Recycling/HHW event - October 27, 2023 Hillsboro Beach Christmas Tree and Menorah Lighting Program - Thursday, November 30, 2023

Mr. Serda advised that this Town Manager report was the "Town Clerk does a great job" report. He shared details of the October 27 event and stated it had exceeded expectations in getting hazardous materials off the streets. He stated it was great to see the community come out and had recognized Ms. Henderson for orchestrating a nice event. Mr. Serda highlighted that the upcoming holiday event on November 30 will begin at 5:30pm.

X. TOWN ATTORNEY REPORT

Mr. Doody had no report.

XI. TOWN COMMISSION COMMENTS/REPORTS

A. Vice Mayor Barbara Baldasarre

Vice Mayor Baldasarre stated the League of Cities had met and was getting ready for the upcoming legislative session. She thanked all of the condos who put up their flags for Veterans Day and shared that she is proud of the Town and the support for the project and hopes to get more homeowners to participate in the future.

Vice Mayor Baldasarre asked Police Chief Szesnat to clarify the terminology used when a Nixle advisory states the bridges are locked down. Police Chief Szesnat explained it means the bridges are locked in the down position and traffic can pass.

B. Commissioner Jane Reiser

Commissioner Reiser had no report.

C. Commissioner David A. Ravanese

Commissioner Ravanese stated the Broward County Waste Authority had not met yet, only the Executive Board.

D. Commissioner Vinnie Andreano

Commissioner Andreano had no report.

E. Mayor Irene Kirdahy

Mayor Kirdahy shared an update from the Broward County Metropolitan Planning Organization (MPO) meeting. She noted the MPO had received a \$5 million award for Safe Streets, and every city in the County can apply for funds to support traffic opportunities. Mr. Serda stated he would reach out regarding eligibility.

Mayor Kirdahy continued her report on the MPO. She highlighted that the City of Hollywood had received \$4 million for a flooding improvement project that includes the airport. She stated there had been discussion of how best to correct traffic issues in Fort Lauderdale, which are needed due to increased population and congestion. She explained Fort Lauderdale's Mayor Dean Trantalis is interested in a tunnel system, but it is three (3) times the price of a raised road, so discussion is ongoing. She noted there was not a MPO meeting planned for December or January.

XII. PUBLIC PARTICIPATION

Richard Crusco, 1194 Hillsboro Mile, stated over the past couple of weeks, he had met individually with four (4) Commission members to get to know them better. He discussed visions for the future of the Town and discussed the need for a makeover in Hillsboro Beach.

XIII. ADJOURNMENT

Motion made by Vice Mayor Baldassarre, seconded by Commissioner Reiser, to adjourn the meeting at 11:48 a.m. In a roll call vote, the **motion** passed unanimously. (5-0)

ADOPTED THIS _____ DAY OF _____, 2023

By: _____
Irene Kirdahy, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



TAB 2

Presentation

Proclamation of Election

Established 1939

www.TownofHillsboroBeach.com

TOWN OF HILLSBORO BEACH, FLORIDA

PROCLAMATION OF ELECTION 2024

Pursuant to the Town Charter, Article VIII: - *Elections*; Section 1. - *General and Special Elections*, I, Irene Kirdahy, Mayor of the Town of Hillsboro Beach, Florida, by virtue of the authority vested in me, do hereby issue the following

PROCLAMATION:

That a General Municipal Election is hereby called to be held for the Town of Hillsboro Beach, Florida on the 19th day of March 2024; and

Qualified Voters will elect two (2) Commissioners for our Town and their two (2) year terms will expire March 2026; and

The election will be held in the Community Room of the Hillsboro Beach Town Hall, located at 1210 Hillsboro Mile, Hillsboro Beach, Florida; and

Polls will be open from 7:00 a.m. until 7:00 p.m. Interested parties for the two Commission Seats may qualify no earlier than 12:00 noon on Tuesday, January 2, 2024, and not later than 12:00 noon on Tuesday, January 9, 2024, with the Town Clerk at Town Hall.

IN WITNESS THEREOF, I have hereunto set my hand on the 5th day of December 2023 and cause the official seal of the Town of Hillsboro Beach, Florida to be affixed.

TOWN OF HILLSBORO BEACH, FLORIDA

By:

Attested By:

(seal)

Honorable Irene Kirdahy
Mayor

Sherry D. Henderson, CMC
Town Clerk



TAB 3

Ordinances

Ordinance No. 2023-05 “Amendment to the Town’s Code of Ordinance, “Conditional Uses Amendment Restaurant Only” **(SECOND READING)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN’S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED “LAND DEVELOPMENT CODE”, BY AMENDING ARTICLE IV ENTITLED ‘DISTRICTS AND GENERAL REGULATIONS THEREOF’, SPECIFICALLY AMENDING SECTION 12-110 ENTITLED “CONDITIONAL USES”, PROVIDING FOR AN AMENDMENT TO THE CRITERIA FOR CONDITIONAL USES TO DELETE RESTRICTIONS OF ACCEPTING CASH OR CREDIT AND PAYMENTS FOR PATRONS AT A HOTEL; PROVIDING FOR AN AMENDMENT TO THE DEFINITION OF “RESTAURANT”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Kirdahy and Town Commission
THROUGH: Mac Serda, Town Manager
FROM: Jim Hickey, Town Planner
DATE: December 5, 2023
SUBJECT: Request of Applicant to Hold Public Hearing for an Ordinance to Amend Land Development Code to Open the Restaurant to the Public for The Hillsboro Beach Resort, located at 1159 Hillsboro Mile

The applicant and owners of the Hillsboro Resort, BNH IV HM TRI, LLC and 1159 Hillsboro Mile LLC (Applicant), are requesting to amend the Town's Land Development Code (Code) to allow for the Restaurant to be open to the public and not exclusively for the use of hotel guests and residents of the Town. In order to allow for this change, the applicant is requesting to amend the Code, specifically the requirements set forth in Section 12-110 to:

- a. Remove the prohibition of cash/check payments; and
- b. Amend the definition of a restaurant.

As required by the Town Code, the Town Commission, acting in its capacity as the Local Planning Agency, must consider the ordinance prior to the Commission adopting the proposed ordinance.

Background

The Hillsboro Resort received a conditional use to allow for a restaurant and event space on the property. There were four separate development orders approved by the Town Commission on July 6, 2021, September 13, 2022, October 4, 2022, and November 1, 2022. As the Applicant is now requesting an amendment to the Development Orders approved, the request also includes a change to the Code which is the purpose of this request. Previously this year, the Applicant had requested additional changes to Section 12-110 to allow for public use of the restaurant and to allow for the preparation of alcoholic drinks at an outside location. At its September 12, 2023 meeting, the Town Commission denied the proposed Ordinance.

Applicant's Current Request

The Applicant submitted a revised application on October 9, 2023, to amend the text of the Town's Land Development Code and Conditional Use Approval. This amendment requires two readings of an ordinance in order to amend the Code.

Amendment of Language by the Town Commission

At its November 14, 2023 meeting, the Town Commission approved the first reading of the ordinance making the requested changes to the Land Development Code with one amendment to the Ordinance language. Specifically, the Commission requested to amend the language being removed under the definition of Restaurant. Below is what was proposed by the Applicant and what language was approved by the Commission.

Proposed language by Applicant

Restaurant shall mean any establishment where facilities are provided for preparing and serving food ~~to guests at a hotel or motel~~.

Amended language per the Town Commission.

Restaurant shall mean any establishment where facilities are provided for preparing and serving food ~~to guests~~ at a hotel or motel.

The remainder of the language proposed by the Applicant was approved by the Town Commission in the approval by the Town Commission.

Analysis of Application

The request to amend the text of the Town Code will allow for the resort to provide services not only to registered guests and Town residents, but also to the general public. This request would allow the restaurant to operate like other restaurants within a resort hotel. As the Resort is surrounded by higher density residential, it is important to ensure the impact on residents' concerns as well as the Applicant's requests to utilize the Resort property are reviewed together to provide maximum compatibility between these differing uses.

To allow for a fully public restaurant for their guests, the Applicant will still need to amend the development orders for the conditional use approval which cannot be considered until the Town Commission approves the proposed changes to the Code. As stated in the applicant's Third Amended Development Order, approved by the Town Commission on November 1, 2022, the Commission shall re-evaluate the conditions of approval of the Conditional Use for the Hillsboro Resort at its meeting on December 5, 2023.

Discussion Items and Policy Direction:

As the Town Commission approved the ordinance on first reading, the process to complete the remainder of the Applicant's is as follows:

Meeting Date	Action	Approval by
December 5, 2023	Approval of ordinance by Local Planning Agency	Zoning Board of Appeals
December 5, 2023	Public hearing and second reading of Ordinance (adoption)	Town Commission
December 5, 2023	Revaluation of Approval for the Hillsboro Resort Per Third Amended Development Order	Town Commission
January 9, 2024	Consideration of application to amend Conditions of Approval for the Hillsboro Resort to allow for a restaurant open to the public.	Zoning Board of Appeals

Staff Recommendation

Staff recommends that:

1. The Town Commission, acting as the Local Planning Agency, consider the proposed ordinance; and
2. The Town Commission hold a public hear and consider the second reading of the ordinance to amend the Town's Land Development Code to allow for the public to patronize the restaurant.

If the Local Planning Agency and Town Commission approve the second reading of the ordinance, the Town planner would recommend the Applicant provide the following traffic information to

Town Staff prior consideration of amending the Conditional Use at the January 9, 2024 meeting to include the following information:

1. The original study had some assumptions in the data based on how the hotel/restaurant operates, such as:
 - a. 1/3 of the restaurant guests are not hotel guests. Will that be true if the restaurant is fully open to the public?
 - b. 3 people per vehicle to visit the restaurant as a conservative estimate.
2. And as this study was originally done at the end of Covid and just coming out of Covid. Is there updated data which can be used to tell the story of where we are now?
3. What is the impact to traffic/parking if the resort is at full capacity. For example, if there is an event, the restaurant is full, and the hotel is full, is there sufficient capacity for parking and queuing?

Attachments:

1. Ordinance
2. Revised Letter from David J. Coviello to Mr. Serda regarding fourth amendment to Conditional Use and text amendment requests dated October 9, 2023.

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING ARTICLE IV ENTITLED "DISTRICTS AND GENERAL REGULATIONS THEREOF", SPECIFICALLY AMENDING SECTION 12-110 ENTITLED "CONDITIONAL USES", PROVIDING FOR AN AMENDMENT TO THE CRITERIA FOR CONDITIONAL USES TO DELETE RESTRICTIONS OF ACCEPTING CASH OR CREDIT AND PAYMENTS FOR PATRONS AT A HOTEL; PROVIDING FOR AN AMENDMENT TO THE DEFINITION OF "RESTAURANT"; PROVIDING FOR SEVERABILITY: PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission hereby finds it is in the best interest of the Town to amend the Town Code of Ordinances, by amending Chapter 12 entitled "Land Development Code"; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

Section 1. The foregoing "Whereas" clause is hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. Chapter 12 entitled "Land Development Code" of the Code of Ordinances is hereby amended by amending Article IV entitled "Districts and General Regulations Thereof", by specifically amending Section 12-110 entitled "Conditional Uses" as follows:

Sec. 12-110. Conditional uses.

The Town Commission of Hillsboro Beach recognizes that while commercial uses are not permitted in the Town, certain commercial uses deemed to be consistent with the residential character of the Town may be approved only as a conditional use authorized by this article.

(A) *Procedure.* Conditional uses shall be subject to approval of the Town Commission and no conditional use shall be approved until after a public quasi-judicial hearing by the Town Commission, at which time all interested parties shall have an opportunity to be heard.

(B) *Site plan.* A site plan shall be submitted. In addition, traffic generation data shall be included.

(C) *Review criteria.* The Town Commission shall not approve a conditional use, unless and until it determines that:

- (1) The conditional use is deemed desirable for the public convenience or welfare, and the use is in harmony with the purpose and intent of this Article and will not be detrimental or injurious to the surrounding area;
- (2) When granting approval for conditional use, the Town Commission may attach conditions and safeguards as it determines is necessary for the

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- 1 protection of the surrounding area and to preserve the spirit and intent of this
2 article.
- 3 (3) The conditional use shall be an accessory use to a hotel use and not occupy more
4 than 10% of the total square footage of the building exclusive of any parking areas.
- 5 (4) An application for a conditional use must also meet all of the following criteria,
6 where appropriate:
- 7 (a) Conformance with comprehensive plan.
- 8 (b) Harmony with adjacent uses (existing or zoned).
- 9 (c) Facility levels of service maintained.
- 10 (d) Use not hazardous to nearby housing, particularly traffic; see (B) above.
- 11 (e) The architectural and site design are compatible with the character of
12 the surrounding area.
- 13 (f) All food and beverages served to patrons of a hotel shall be prepared in an
14 enclosed kitchen and/or bar.
- 15 ~~(g) Cash and credit card payments shall not be accepted. All payment shall be~~
16 ~~made utilizing a payment system of key cards or charges to a hotel room or~~
17 ~~a motel room.~~
- 18 (5) All approvals or denials shall be evidenced by a development order. The
19 development order shall state the basis for approval or denial and in the case of
20 approval shall set forth any conditions the Town Commission deems
21 appropriate. The development order shall be recorded in the public records of
22 Broward County by the town at the expense of the applicant.
- 23 (D) *Conditional use approval amendments.* A conditional use approval is specific to
24 the density, intensity, site plan and any supplemental conditions approved. Failure to
25 adhere to any of the specifics or conditions of the approval is a zoning violation and
26 subject to code enforcement action and/or revocation of the conditional use
27 approved. Any proposed modification to the use which affects density, intensity,
28 minimum code or conditions approved by the Town Commission will require
29 review and approval by the Town Commission.
- 30 (E) All commercial uses not otherwise identified below shall be considered prohibited
31 uses within the Town. The following commercial uses as defined in this section shall
32 be approved only as a conditional use.
- 33 (1) *Definitions.* The following words, terms and phrases, when used in this chapter,
34 shall have the meanings ascribed to them in this section, except where the
35 context clearly indicates a different meaning and shall be approved only as a
36 condition use:
- 37 *Restaurant* shall mean any establishment where facilities are provided
38 for preparing and serving food ~~to guests~~ at a hotel or motel. At least 51
39 percent of total gross revenues must be derived from retail sale on the
40 licensed premises of food and non-alcoholic beverages. Proceeds of

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1 catering sales and special event sales shall not be included in the calculation
2 of total gross revenues. Catering sales and special event sales include food or
3 non-alcoholic beverage sales prepared by the licensee on the licensed
4 premises for service by the licensee outside the licensed premises or on
5 the licensed premises. The tables must be of adequate size to
6 accommodate the service of full course meals in accordance with the
7 number of chairs or other seating facilities provided at the table. Sale of
8 alcoholic beverages for off-premise consumption is not permitted. In no
9 instance shall a seating area in a restaurant contain more than 1,000 SF.

10 *Restaurant bar* means a bar operated in connection with a restaurant and
11 by the same management, where the principal business is the serving of
12 meals and where meals are actually and regularly served, having
13 accommodations for service of not more than 50 or more patrons at tables,
14 such space being provided and equipped with adequate and sanitary
15 kitchen and dining room equipment. The restaurant bar must be directly
16 connected with such dining room. The sale of beers, wines, and liquors shall
17 be strictly incidental to the serving of food. No sign of any kind or character
18 shall be displayed on the restaurant or restaurant bar to the outside,
19 denoting that alcoholic beverages are sold therein.

20 *Special event* shall include, but not be limited to, weddings, bar mitzvahs,
21 and any other social event conducted above and beyond the normal
22 operation of the restaurant. Events sponsored by a hotel for its
23 registered guests shall not be considered a "special event."

24 (2) *Conditional uses and use approvals.*

25 (a) Restaurant, restaurant bars, hotel or motel bars, and any additions to the
26 building or parking for such restaurants or bars, may be permitted only as a
27 conditional use in accordance with this article and subject to the approval of
28 the Town Commission after a public hearing at a regular public meeting. The
29 approval of a conditional use may be subject to any conditions determined
30 by the Town Commission to be in the best interest of the residents of the
31 Town.

32 (3) *Enforcement.*

33 (a) The penalty for a violation of this article shall be as provided by F.S. Ch. 162
34 or;

35 (b) The Town Attorney, with authorization from the Town Commission, may
36 bring suit on behalf of the Town to enjoin any violation of this article or;

37 (c) A violation of the conditional use approval may result in the revocation of a
38 conditional use notwithstanding the fact that the conditional use approval
39 runs with the land and the fee simple title to the land has been conveyed to a
40 successor in interest.

Section 3. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 4. That 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 5. It is the intention of the Town Commission of the Town of Hillsboro Beach, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 6. This Ordinance shall be effective fifteen (15) days after its passage and adoption by the Town Commission of the Town of Hillsboro Beach.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS _____ DAY OF _____, 2023.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS _____ DAY OF _____, 2023.

TOWN OF HILLSBORO BEACH, FLORIDA

Irene Kirdahy, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC
Town Clerk

APPROVED AS TO FORM:

Donald J. Doody, Town Attorney

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DAVID J. COVIELLO
PARTNER
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, FL 33131
DIRECT (305) 415-9437
EMAIL DCoviello@shutts.com

October 9, 2023

VIA EMAIL

William "Mac" Serda
Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

**RE: 1159 Hillsboro Mile – The Hillsboro Beach Resort (the "Resort") -
Letter of Intent**

Dear Mr. Serda:

This firm represents BNH IV HM TRI LLC and 1159 Hillsboro Mile LLC (collectively, the "Owner"), the owners and operators of the Resort. Consistent with our recent conversation, enclosed is a Development Application (the "Application") proposing certain limited amendments to the Land Development Code (the "Code") and the existing Conditional Use Approval (collectively, the "Amendments"). **Based upon the feedback received from the Town Commission, Town Staff, and Town residents at the September 12, 2023 Town Commission meeting, the Amendments are limited to a singular issue, that is to allow the existing restaurant at the Resort to serve the public with cash and credit card payments accepted. To be clear, the Owner is withdrawing all other proposed amendments to the Code and the Conditional Use Approval, including those related to an outdoor service bar and special events. The Owner has also agreed that, if approved, the right to have the restaurant open to the public with cash and credit card payments will be tied to the Owner, and any future owner of the Resort must appear before the Town Commission for ratification of this right.**

Related to this renewed effort to save the restaurant with this narrowly crafted Application, the Owner is pleased to announce that the food and beverage service at the Resort is now under the management of Garrett Hospitality Group and its founder and CEO, Memphis Garrett. Mr. Garrett has opened close to 40 restaurants throughout his career and has earned acclaim for his dining and cocktail concepts. He is committed to bringing positive change to the Resort. We are confident that this management change coupled with the ability to serve the public will not only

elevate the restaurant experience but also ensure its success and longevity. With that said, below is a summary of the Application.

I. Code Amendments:

As stated above, the Amendments are limited to a singular issue (i.e., allowing the existing restaurant at the Resort to serve the public with cash and credit card payments). Below is a redline of the proposed changes to the Code. As you can see, the Amendments are limited in nature.

First, the definition of “Restaurant” is amended in Section 12-110(E)(1) as follows:

Restaurant shall mean any establishment where facilities are provided for preparing and serving food ~~to guests at a hotel or motel~~. At least 51 percent of total gross revenues must be derived from retail sale on the licensed premises of food and non-alcoholic beverages. Proceeds of catering sales and special event sales shall not be included in the calculation of total gross revenues. Catering sales and special event sales include food or non-alcoholic beverage sales prepared by the licensee on the licensed premises for service by the licensee outside the licensed premises or on the licensed premises. The tables must be of adequate size to accommodate the service of full course meals in accordance with the number of chairs or other seating facilities provided at the table. Sale of alcoholic beverages for off-premise consumption is not permitted. In no instance shall a seating area in a restaurant contain more than 1,000 SF.

Second, the prohibition on cash and credit card payments at the restaurant is deleted so that the restaurant may accept payment from patrons from the general public that are not otherwise hotel guests. Section 12-110(C)(4) is amended as follows:

An application for a conditional use must also meet all of the following criteria, where appropriate:

- (a) Conformance with comprehensive plan.*
- (b) Harmony with adjacent uses (existing or zoned).*
- (c) Facility levels of service maintained.*
- (d) Use not hazardous to nearby housing, particularly traffic; see (B) above.*
- (e) The architectural and site design are compatible with the character of the surrounding area.*
- (f) All food and beverages served to patrons of a hotel shall be prepared in an enclosed kitchen and/or bar.*

~~(g) Cash and credit card payments shall not be accepted. All payment shall be made utilizing a payment system of key cards or charges to a hotel room or a motel room.~~

II. Development Order Amendments:

The corresponding amendments to the Conditional Use Approval are also limited in nature. The only change to the Conditional Use Approval is to remove the restrictions on the restaurant serving the public and the associated membership program requirement, and prohibition on cash and credit card payment. Specifically, condition (b) in that certain Second Amended Development Order for the Resort is proposed to be replaced with the following condition:

The Restaurant and Restaurant bar shall be opened to the general public with cash and credit card payments accepted. This condition is tied to the existing Owner of the Resort. In the event that the Resort is sold, the subsequent owner of the Resort shall be required to appear before the Town Commission for ratification of this condition. In the event that the subsequent owner does not obtain approval of the Town Commission for the Restaurant and Restaurant bar to serve the general public with cash and credit card payments accepted, condition (b) of the Second Amended Development Order shall automatically be reinstated.

III. Conformance with Criteria for Conditional Use:

As indicated below, the Amendments are consistent with the criteria for conditional use in Section 12-110(C) of the Code.

(1) The conditional use is deemed desirable for the public convenience or welfare, and the use is in harmony with the purpose and intent of this Article and will not be detrimental or injurious to the surrounding area;

Response: The Amendments simply allow members of the general public to dine at the restaurant with cash and credit card payment accepted. The capacity and hours of operation of the restaurant shall remain the same. The Amendments will not be detrimental or injurious to the surrounding area.

(2) When granting approval for conditional use, the Town Commission may attach conditions and safeguards as it determines is necessary for the protection of the surrounding area and to preserve the spirit and intent of this article.

Response: Acknowledged.

(3) The conditional use shall be an accessory use to a hotel use and not occupy more than 10% of the total square footage of the building exclusive of any parking areas.

Response: The restaurant, special event space, and alcoholic beverage service is accessory to the hotel, and this Application does not seek to expand those areas beyond 10% of the total square footage of the building exclusive of parking.

(4) An application for a conditional use must also meet all of the following criteria, where appropriate:

(a) Conformance with comprehensive plan.

Response: The conditional uses are existing and will continue to operate in a manner that is consistent with the policies of the Town Comprehensive Plan, which is to preserve and protect the residential character of the Town, while permitting commercial use in areas designated for residential use.

(b) Harmony with adjacent uses (existing or zoned).

Response: The conditional uses are existing. The capacity and hours of operation of the restaurant are not changing with this Application. The Resort will continue to operate in harmony with adjacent uses.

(c) Facility levels of service maintained.

Response: Levels of service will be maintained as the capacity of the restaurant is not changing with this Application.

(d) Use not hazardous to nearby housing, particularly traffic; see (B) above.

Response: As evidenced by a prior traffic analysis prepared by TrafTech, which was submitted to the Town in connection with prior applications, there is sufficient parking and queuing to accommodate the restaurant use at the stated capacity. The capacity and hours of operation of the restaurant are not changing with this Application. The Resort will continue to operate in a manner that is not hazardous to the adjacent residential uses.

William "Mac" Serda
Town Manager
October 9, 2023
Page 5

- (e) The architectural and site design are compatible with the character of the surrounding area.

Response: The architectural and site design are not changing within this Application.

- (f) All food and beverages served to patrons of a hotel shall be prepared in an enclosed kitchen and/or bar.

Response: Acknowledged.

- (g) Cash and credit card payments shall not be accepted. All payment shall be made utilizing a payment system of key cards or charges to a hotel room or a motel room.

Response: As provided herein, this Application seeks to amend the criteria Section 12-110(C) of the Code to delete subsection (g).

(5) All approvals or denials shall be evidenced by a development order. The development order shall state the basis for approval or denial and in the case of approval shall set forth any conditions the Town Commission deems appropriate. The development order shall be recorded in the public records of Broward County by the town at the expense of the applicant.

Response: Acknowledged.

If you have any questions or require additional information, please do not hesitate to contact me. We look forward to presenting this Application to the Town Commission at its November meeting.

Sincerely,

Shutts & Bowen LLP



David J. Coviello



TOWN OF HILLSBORO BEACH
 1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
 PHONE (954) 427-4011 • FAX (954) 427-4834
www.townofhillsborobeach.com

DEVELOPMENT APPLICATION

Submittal Date: October 9, 2023

Zoning Board Meeting Date: _____

Property Control # 4843-08-00-0290; 4843-08-00-0010

Town Commission Meeting Date: November 14, 2023

PROPERTY OWNER(S)		AUTHORIZED AGENT	
NAME: BNH IV HM TRI LLC and 1159 Hillsboro Mile LLC		NAME: David J. Coviello, Esq.	
ADDRESS: 819 NE 2nd Avenue, Suite 500 Fort Lauderdale, FL 33304		ADDRESS: Shutts & Bowen, LLP 200 South Biscayne Blvd., Suite 4100, Miami, FL 33131	
PHONE: 954-416-3140	CELL: 917-751-2688	PHONE: 305-415-9437	CELL: 786-385-8953
E-MAIL daniel@bh3llc.com	FAX:	E-MAIL dcoviello@shutts.com	FAX: (305) 415-9837

APPLICANT'S CERTIFICATION

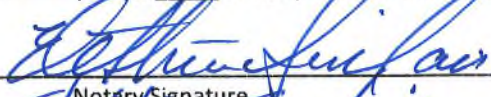
(I) David J. Coviello (owner), (architect) or (authorized agent) affirm and certify that I understand and will comply with all provisions and regulations of the Town of Hillsboro Beach Florida. I certify that all drawings and specifications for buildings or structures costing \$5,000 or over for commercial buildings or \$10,000 for residential building must be drawn or verified by a state registered architect or engineer and his seal of office imprinted thereon. Additionally, I certify that the drawings that the drawings and specifications show full compliance and do fully comply with the Zoning Code. I understand that if any drawings or specifications are not in full compliance, the application will be rejected. If approved by the Town, the aforementioned real property described herein will be considered, in every respect, to be a part of the Town of Hillsboro Beach and will be subjected to all applicable laws, regulations, taxes and police powers of the Town including the Comprehensive Plan and Zoning Code. I further certify that all statements and diagrams submitted herewith are true and accurate to the best of my knowledge and belief. Further, I understand that this Application and attachments become part of the Official Records of the Town of Hillsboro Beach, Florida, and are not returnable.

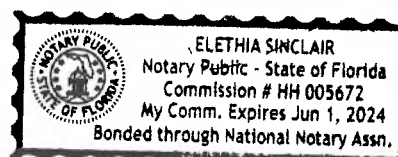

 Signature

David J. Coviello
 Print Name

STATE OF FLORIDA, COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 9th day of October 2023, by David J. Coviello as Authorized Agent for BNH IV HM TRI LLC and 1159 Hillsboro Mile LLC
 Personally know _____ or has produced identification _____. Type of Identification _____


 Notary Signature
Elethia Sinclair
 Print Notary Name



CHECK BELOW WHERE APPLICABLE

FINAL PLAT - \$1,000.00	REZONING - \$3,500.00
LAND USE PLAN AMENDMENT - \$3,500.00	SITE PLAN REVIEW - \$2,000.00
PRELIMINARY PLAT - \$1,000.00	VARIANCE - \$1,050.00

Hillsboro Beach Town Code Sec. 12.1.3d provides for the collection of service charges or fees, consultant review fees, etc. for the administrative processing and review of applications for development permits submitted to the Town for review and approval. The owner, architect or other authorized agents are urged to attend the Zoning Board of Appeals and Town Commission meetings. Each applicant must familiarize himself with the criteria and procedures. **If all required information is not presented with this application by the submittal date, the project will not be placed on the agenda for review and consideration.** PLEASE NOTE: THE FEES LISTED ABOVE ARE **ADMINISTRATIVE FEES ONLY**. YOU WILL BE BILLED BY THE TOWN OF HILLSBORO BEACH FOR ANY AND ALL ADDITIONAL EXPENSES WHICH WILL BE INCURRED BY THE TOWN THROUGH THE SERVICES OF THE TOWN ENGINEER/PLANNER, LEGAL ADVERTISING, REBUTTALS, CONSULTATION AS WELL AS POSTAGE FOR MAILINGS AND COURIER SERVICES RELATED TO YOUR PROJECT.

Items Required for Submittal: Must be submitted **30 days prior** to the Town Commission Meeting date.

1. This application and all applicable fees
2. Narrative letter describing the request
3. Letters from each adjoining property owners (with approvals, if possible) – Variance Application only
4. Approval letter from the Association and minutes (when applicable)
5. Agent's authorization letter (when applicable)
6. 1 electronic copy and 2 signed and sealed – Plans are to be standard architectural size
7. 1 set of plans for the City of Deerfield Fire Inspector / Plans Examiner (when applicable)

Code References: (All sections are available for viewing and printing on the website)

- Chapter 12 – Division 1. General Provisions
- Chapter 12 – Division 2. Development Review Requirements
- Chapter 12 – Division 3. Platting and Subdivision Regulations
- Chapter 12 – Division 4. Site Plan Procedures & Requirements
- Chapter 12 – Division 5. Zoning

GENERAL DATA

Project Location: 1159 Hillsboro Mile District: RM-30

Proposed Zoning: RM-30 (no change)

Existing Comprehensive Plan Designation: Residential

Proposed Comprehensive Plan Designation: Residential (no change)

Existing Land Use: Hotel

Proposed Land Use: Hotel (no change)

Total Site Area: 46,993 Sq. Ft. 1.08 Acres

Flood Zone Category: X/VE

Is site currently serviced by public water? Yes ☒ No ☐

Is site currently serviced by public sewer? Yes ☒ No ☐

Describe briefly the nature of any improvements presently located on the subject property. _____

72 hotel units and ancillary hotel uses

Describe the type of operation or business proposed; or the proposed construction. _____

Modify conditions in Conditional Use Approval and corresponding amendments to the Town Code to permit restaurant to be open to public.

Estimated construction cost: N/A

Describe in detail the phasing of the proposed development. _____

N/A

State the reasons or basis for the Approval request, and explain why this request is consistent with good planning and zoning practice, will not be contrary to the Town's Comprehensive Plan, and will not be detrimental to the promotion of public appearance, comfort, convenience, general welfare, good order, health, morals, prosperity, and safety of the Town. Additionally, all standards set forth in the Town Code of Ordinances must be addressed. (Attach a separate Justification Statement if insufficient space.)

See attached Letter of Intent.

Has any previous Application been filed within the last year in connection with the subject property?

Yes ☒ No ☐ If yes, briefly describe the nature of the Application. _____

Multiple amendments to the Conditional Use Approval were approved to permit a restaurant with alcoholic beverage service (7/6/21; 9/13/22; 10/4/22 and 11/1/22). An application was filed in June 2023, however, the Town Commission denied the application.

Has a site plan been previously approved by the Town Commission for this property?

Yes ☒ No ☐ If yes, please note date of previous approval. _____

Building permit no. 1914236-0 for renovation of the existing hotel issued 12/4/2019 and July 8, 2019.

(A) Every general contractor or other person being issued a building permit, shall deposit with the Town Clerk a bond in the amount of \$500 per each \$100,000 with a minimum of \$1,000 for any complete new building or an addition to existing building. The bond shall be in the form of a cashier's check.

(B) By the deposit of the funds the contractor authorizes the Town of Hillsboro Beach, through its proper officials, to expend all or any portion of the bond to effect cleanup, during and after construction, if not satisfactorily performed by the contractor or person. Subsequent to the satisfactory cleanup of the vicinity of the construction, unused funds in whole or in part will be refunded to the contractor or person.

(C) (1) It shall be the duty of the general contractor or other person receiving the permit to see that the premises and adjoining public areas shall be policed at all times during and after construction to prevent debris from being discarded on adjoining properties.

(2) The DRO or the DRO's designate shall certify in writing to the Town Commission his or her determination and recommendation. The building plans and specifications shall be approved by the Town Commission prior to the issuance of a building permit. (1976 Code, CH. 12, Div. 5, Art. XV § 9)

Sold To:

Town Of Hillsboro Beach - CU00114721
1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Bill To:

Town Of Hillsboro Beach - CU00114721
1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, or by publication on the
newspaper's website, if authorized on Nov 24, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

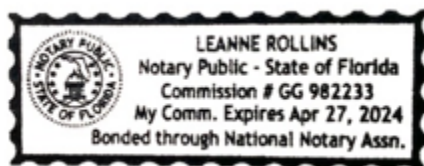


Signature of Affiant

Sworn to and subscribed before me this: November 25, 2023.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: shenderson@townofhillsborobeach.com
7532193

**TOWN OF HILLSBORO BEACH, FLORIDA
PUBLIC HEARING
TUESDAY, DECEMBER 5, 2023, AT
9:00 AM
CONDITIONAL USES AMENDMENT
RESTAURANT ONLY**

NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the Second Reading of Ordinance 2023-05 a PUBLIC HEARING will be held on Tuesday, December 5, 2023, at 9:00 a.m. in the Town Hall, located at 1210 Hillsboro Mile, Hillsboro Beach, FL 33062. The Public can attend in person or provide comments via Live Zoom Video Conference.

ORDINANCE NO. 2023-05

Conditional Uses Amendment Restaurant Only

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING ARTICLE IV ENTITLED "DISTRICTS AND GENERAL REGULATIONS THEREOF", SPECIFICALLY AMENDING SECTION 12-110 ENTITLED "CONDITIONAL USES"; PROVIDING FOR AN AMENDMENT TO THE CRITERIA FOR CONDITIONAL USES TO DELETE RESTRICTIONS ON FOOD AND BEVERAGE SERVICE AREAS; PROVIDING FOR THE DELETION OF RESTRICTIONS OF ACCEPTING CASH OR CREDIT AND PAYMENTS FOR PATRONS AT A HOTEL; PROVIDING FOR AN AMENDMENT TO THE DEFINITION OF "RESTAURANT" AND "RESTAURANT BAR"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at said meeting in-person at Town Hall or attend virtually via Zoom Video, and be heard with respect to the proposed Ordinance, which may be inspected by the public in the Office of The Town Clerk, Town Hall, 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

JOIN LIVE ZOOM MEETING Tuesday, December 5, 2023, at 9:00 AM (Eastern)
Log-in details available on website.

Sherry D. Henderson, CMC Town Clerk
TOWN OF HILLSBORO BEACH, FLORIDA
11/24/2023 7532193

Order # - 7532193



TAB 4

Discussion & Possible Action

Re-evaluate the Conditions of Approval for the THIRD AMENDED Development Order, granted 11/1/2022 for Conditional Use for Special Events to Permit a Restaurant with Beer, Wine and Alcohol Beverage Service within the Hillsboro Beach Resort.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Kirdahy and Town Commission
THROUGH: Mac Serda, Town Manager
FROM: Jim Hickey, Town Planner
DATE: December 5, 2023
SUBJECT: Re-evaluation of the approved Conditional use per the requirement set forth in the Third Amended Development for The Hillsboro Beach Resort, located at 1159 Hillsboro Mile

This staff report includes the review of the conditions set forth in the Development Agreement and Amended Development agreements which approved a Conditional use for the restaurant and event space at The Hillsboro Resort, located at 1159 Hillsboro Mile. The Applicant, BNH IV HM TRI, LLC and 1159 Hillsboro Mile LLC (Applicant) was required to come back to the Town Commission to provide an update on the conditions of approval. Specifically, there are three separate requirements set forth in the Development Agreement and Amended agreements which require re-review of the conditional use approval.

Development Order:

- (d) The Town Commission shall re-evaluate the conditions of approval and ensure compliance with all conditions of approval six (6) months subsequent to the issuance of the Certificated of Occupancy for the hotel and every twelve (12) months thereafter.

First Amended Development Order

Effective October 1, 2022, in addition to being open for hotel guests, the Restaurant and Bar shall be opened to Hillsboro Beach residents and their guests. The Hillsboro Beach resident use of the Restaurant and Bar shall be approved for one year and extension of the use by Hillsboro Beach residents shall be reviewed by the Town Commission at its first meeting in September, 2023. Proof of residency will be required in the form of a Florida driver's license, voter's registration, or utility bill. Residents will be issued a membership card by the Property Owner.

Third Amended Development Order

The Town Commission shall re-evaluate the conditions of approval of this Conditional Use for Special Events at its regularly scheduled meeting during the month of December 2023, and annually thereafter.

Analysis

Below is a listing of the conditions of approval and the Town Planner's review of the conditions of approval.

As the conditional use was approved and amended on three separate occasions, below is a summary of the current conditions of approval for the conditional use and includes the Town Planner's analysis as to whether the requirements of the conditional use are being met shown in blue italic font.

- (a) The hours of operation for food and beverage service at the Restaurant and Bar shall be limited to 7:00am to 10:30pm daily.
Applicant has complied with the posted times.
- (b) Any outdoor music associated with the resort and generated by the resort shall be limited to the times food and alcoholic [beverages] are served onsite. No amplified music shall be allowed in the outside areas of the resort.
Applicant has complied with this condition.
- (c) No food or drinks shall be prepared outside the resort building at any time.
Applicant has complied with this condition.
- (d) The Town Commission shall re-evaluate the conditions of approval and ensure compliance with all conditions of approval six (6) months subsequent to the issuance of the Certificated of Occupancy for the hotel and every twelve (12) months thereafter.
This condition is being met by the review by the Town Commission.
- (e) Applicant shall work with the Town to establish trash pick-up relative to the restaurant facility.
Applicant has complied with this condition.
- (f) For any hotel-sponsored event or any special event, the owner must contact the Town staff within three (3) working days of the event to determine if an off-duty officer is required.
Applicant has complied with this condition.

SECOND AMENDED D.O. > Effective October 1, 2022, in addition to being open for hotel guests, the Restaurant and Bar shall be opened to Hillsboro Beach residents and their guests. The Hillsboro Beach resident use of the Restaurant and Bar shall be approved for one year and extension of the use by Hillsboro Beach residents shall be reviewed by the Town Commission at its first meeting in September, 2023. Proof of residency will be required in the form of a Florida driver's license, voter's registration, or utility bill. All Residents shall be required to make reservations in advance of any dining experience at the Restaurant and Bar. Prior to any use of the Hotel Restaurant and Bar, residents shall be issued a membership card by the Property Owner. All payments made by Hillsboro Beach residents shall be made to the Member Master List on file at the hotel as credit cards shall not be accepted at the time of any dining experience at the Restaurant and Bar.

Applicant has complied with this condition and is currently requesting to amend this condition to allow for the restaurant to be open to the public.

The internal space labeled "BOH/Office" shall be available but limited to only hotel sponsored events. The hotel sponsored events shall be limited solely to hotel guests and held only between the hours of 8am – 10pm Sunday through Thursday, and 8am – 12am Friday through Sunday.

Applicant has complied with this condition.

THIRD AMENDED D.O. > November 1, 2022

For a period of one (1) year from the date of this Development Order, the Resort may conduct a maximum of twenty-four (24) Special Events per year. For the months of November and December 2022, the Resort shall be allowed a maximum of four (4) Special Events. The Special Events subject to this frequency limitation shall not include Special

Events which are business or non-social events (corporate retreats and the like) involve no live or amplified music and are scheduled between the hours of 8am and 4pm.

During all Special Events, the Resort shall hire two (2) off-duty police officers to monitor and if necessary, control, vehicular access at the Resort driveway to mitigate queuing on A1A at the Resort driveway and patrol the building and premises. The Special Events subject to the requirement for off-duty police officers shall not include Special Events which are business or non-social events, between the hours of 8am and 4pm.

Applicant has complied with this condition.

The maximum number of attendees at any Special Event at the Resort shall not exceed 65 attendees.

Applicant has complied with this condition.

All Special Events will be conducted within the Special Event Space identified on the second floor of the Resort Site Plan submitted with the May 12, 2022 application for amendment to conditional use.

Applicant has complied with this condition.

Special Events may only be conducted during the following times: 8am-10pm Sunday – Thursday and 8am-12am Friday and Saturday.

Applicant has complied with this condition.

The Town Manager will be advised of an upcoming Special Event at least 7 calendar days before the scheduled Special Event and may send the Town Fire Marshal and may send a Town Code Enforcement Officer or other Town Officials to perform a site visit during any Special Event and confirm compliance with the conditions of this Conditional Use for Special Events by completing the attached Special Event Checklist and submitting to the Town Manager and the Resort within 3 business days subsequent to any Special Event which the Code Enforcement Office or other Town Official attends. The Special Events subject to the requirement for attendance by a Town Code Enforcement Officer shall not include Special Events which are business or non-social events, involve no live or amplified music and are scheduled between the hours of 8am and 4pm. The costs incurred by the Town for the Town Code Enforcement Officer or the Town official attending any Special Event will be paid by the Resort. In the event a completed and submitted Special Event Checklist reveals failure to comply with these conditions at two (2) Special Events in a calendar year, the Town Manager will place an item on the Town Commission agenda for the Town Commission to consider whether to temporarily or permanently revoke the Conditional Use approval for Special Events or impose additional conditions to address the incidence of non-compliance; the record title owner of the Resort will be provided a minimum of fifteen (15) calendar days' notice prior to the date of any such Town Commission hearing. In the event the Town Commission passes a resolution terminating the Conditional Use approval for Special Events, any Special Events already scheduled to occur during the upcoming eighteen months (18) will be permitted to occur as scheduled. A list of Special Events previously scheduled shall be provided no later than three (3) calendar days subsequent to the date of termination. However, no new Special Events shall

be scheduled subsequent to the date of termination. After the first infraction of any condition, a warning will be issued to the record title owner of the Resort.

Applicant has complied with this condition.

The Town Commission shall re-evaluate the conditions of approval of this Conditional Use for Special Events at its regularly scheduled meeting during the month of December 2023, and annually thereafter.

This condition is being met by the review by the Town Commission.

The nature of the Special Event shall be identified on the Code Officer's or Town official's checklist.

Applicant has complied with this condition.

Any Special Event held at the Resort shall not allow for a cash bar.

Applicant has complied with this condition.

Police and Code Compliance Concerns

The Town Planner requested information from both the Police and Code Departments to see if there were any calls for service or code violations at The Hillsboro Resort.

In summary, there have been 71 calls for service since November 1, 2022, which are summarized below. The largest calls for service have been police assistance and traffic. There have been 10 noise complaints, and some of these are specifically related to noise in and around the pool area. As the conditional use is for the restaurant, bar and event space, calls regarding these uses would be within the building and generally not generate noise complaints.

Calls for Service - The Hillsboro Resort – November 1, 2022 to Present

Type of Complaint	Number of Calls
Police Assist	22
Sick or Injured	2
Information	2
Traffic Information	17
Boat Complaint	2
Disturbance	3
Sea Turtle	3
Noise Complaint	10
Open Door	1
Alarm	3
City Ordinance	3
Suspicious Person	1
Susp Incident	2
Total	71

Source: Hillsboro Police Department

There have been two code violations on the property but neither of the two violations are specifically related to the conditional use. One was a notice regarding interior lights impacting sea turtle hatchlings which is now closed. The second notice is based on a fire inspection where there were a few items identified to be brought up to the current Fire Code. This case is open with a reinspection on January 29, 2024.

Staff Recommendation

Staff is recommending the Town Commission review the findings of the conditions of approval based on Staff's analysis.

THIRD AMENDED DEVELOPMENT ORDER OF THE
TOWN OF HILLSBORO BEACH, FLORIDA

APPLICANT: BNH IV HM TRI, LLC, a Florida Limited Liability Company

FOR PROPERTY LOCATED AT: 1159 Hillsboro Mile, Hillsboro Beach, FL 33062

DATE OF BOARD MEETING: November 1, 2022

TYPE OF ACTION SOUGHT:

Amendment to the Conditional Use Approval dated July 6, 2021 to permit a Restaurant with Beer, Wine and Alcoholic Beverage Service within the Hillsboro Beach Resort.

LEGAL DESCRIPTION: SEA BONAY BEACH RESORT 140-8 B PARCEL A

THIS MATTER came to be heard before the Board of Zoning Appeals of the Town of Hillsboro Beach, Florida on November 1, 2022 as a result of the Applicant seeking an amendment to the Development Order entered on July 6, 2021, the First Amended Development Order dated September 13, 2022, and the Second Amended Development Order dated October 4, 2022. The Board having considered the action sought by the Applicant and heard testimony from the Town's planning consultant, the applicant and the public. After reviewing the record and hearing the sworn testimony of the witnesses, the Board determines as follows:

1. The Applicant's application for a third amendment to the Conditional Use approval is hereby:

☒ **GRANTED**

☐ **DENIED:**

With the following condition(s):

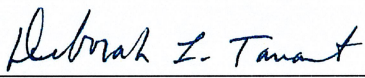
- a. The Conditions of the Development Order of July 6, 2021, the First Amended Development Order dated September 13, 2022 and the Second Amended Development Order dated October 4, 2022 are ratified and confirmed.
- b. For a period of one (1) year from the date of this Development Order, the Resort may conduct a maximum of twenty-four (24) Special Events per year. For the months of November and December 2022, the Resort shall be allowed a maximum of four (4) Special Events. The Special Events subject to this frequency limitation shall not include Special Events which are business or non-social events (corporate retreats and the like) involve no live or amplified music and are scheduled between the hours of 8am and 4pm.

- c. During all Special Events, the Resort shall hire two (2) off-duty police officers to monitor and if necessary, control, vehicular access at the Resort driveway to mitigate queuing on A1A at the Resort driveway and patrol the building and premises. The Special Events subject to the requirement for off-duty police officers shall not include Special Events which are business or non-social events, involve no live or amplified music and are scheduled between the hours of 8am and 4pm.
- d. The maximum number of attendees at any Special Event at the Resort shall not exceed 65 attendees.
- e. All Special Events will be conducted within the Special Event Space identified on the second floor of the Resort Site Plan submitted with the May 12, 2022 application for amendment to conditional use.
- f. Special Events may only be conducted during the following times: 8am-10pm Sunday -Thursday and 8am-12am Friday-Saturday.
- g. The Town Manager will be advised of an upcoming Special Event at least 7 calendar days before the scheduled Special Event and may send the Town Fire Marshal and may send a Town Code Enforcement Officer or other Town officials to perform a site visit during any Special Event and confirm compliance with the conditions of this Conditional Use for Special Events by completing the attached Special Event Checklist and submitting it to the Town Manager and the Resort within 3 business days subsequent to any Special Event which the Code Enforcement Officer or other Town official attends. The Special Events subject to the requirement for attendance by a Town Code Enforcement Officer shall not include Special Events which are business or non-social events, involve no live or amplified music and are scheduled between the hours of 8am and 4pm. The costs incurred by the Town for the Town Code Enforcement Officer or the Town official attending any Special Event will be paid by the Resort. In the event a completed and submitted Special Event Checklist reveals failure to comply with these conditions at two (2) Special Events in a calendar year, the Town Manager will place an item on the Town Commission agenda for the Town Commission to consider whether to temporarily or permanently revoke the Conditional Use approval for Special Events or impose additional conditions to address the incidence of non-compliance; the record title owner of the Resort will be provided a minimum of fifteen (15)calendar days' notice prior to the date of any such Town Commission hearing. In the event the Town Commission passes a resolution terminating the Conditional Use approval for Special Events, any Special Events already scheduled to occur during the upcoming eighteen months (18) will be permitted to occur as scheduled. A list of Special Events previously scheduled shall be provided no later than three (3) calendar days subsequent to the date of termination. However, no new Special Events shall be scheduled

subsequent to the date of termination. After the first infraction of any condition, a warning will be issued to the record title owner of the Resort.

- h. The Town Commission shall re-evaluate the conditions of approval of this Conditional Use for Special Events at its regularly scheduled meeting during the month of December 2023, and annually thereafter.
 - i. The nature of the Special Event shall be identified on the Code Officer's or Town official's checklist.
 - j. Any Special Event held at the Resort shall not allow for a cash bar.
- 2. All further development on the property shall be made in accordance with the terms and conditions of this Development Order.
 - 3. This Order shall take effect immediately upon issuance by the Chair.

DATED: November 16, 2022


DEBORAH L. TARRANT, CHAIR





TAB 5-A

RESOLUTIONS & CONTRACTS

Resolution No. 2023-59 Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute a Beach Access Easement Between Hillsboro Mile Property Owner, LLC and the Town of Hillsboro Beach, Florida.

Adopted by the Hillsboro Beach Mayor and Commission on this _____ day of December, 2023.

RESOLUTION NO. 2023-59

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A BEACH ACCESS EASEMENT BETWEEN HILLSBORO MILE PROPERTY OWNER, LLC AND THE TOWN OF HILLSBORO BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute a Beach Access Easement between Hillsboro Mile Property Owner, LLC and the Town of Hillsboro Beach, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute a Beach Access Easement between Hillsboro Mile Property Owner, LLC and the Town of Hillsboro Beach, Florida; a copy of the Beach Access Easement is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

1
2 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this ____
3 day of _____ 2023.

4
5
6
7 TOWN OF HILLSBORO BEACH, FLORIDA

8
9
10 _____
11 Irene Kirdahy, Mayor
12

13
14 ATTEST:

15
16
17 _____
18 Sherry D. Henderson, CMC
19 Town Clerk
20
21

RESOLUTION NO. 2023-59

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR IRENE KIRDAHY	☐	☐
VICE MAYOR BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER VINNE ANDREANO	☐	☐
COMMISSIONER DAVID A. RAVANESI	☐	☐



**1210 Hillsboro Mile
Hillsboro Beach, FL 33062**

TOWN OF HILLSBORO BEACH

**Phone: (954) 427-4011
Fax: (954) 427-4834**

TO: Mayor Kirdahy and Town Commission
THROUGH: Mac Serda, Town Manager
FROM: Jim Hickey, Town Planner
DATE: December 5, 2023

SUBJECT: Resolution to Approve Request to Dedicate a Beach Access Easement Between the Town of Hillsboro Beach and Hillsboro Mile Property Owner, LLC and Approve Conditions of Environmental Impact Report for property located at 1174-1185 Hillsboro Mile

The owner of 1174-1185 Hillsboro Mile, Hillsboro Mile Property Owner, LLC (Owner) are requesting the Town Commission accept a grant of a perpetual non-exclusive Beach Access Easement (Easement) across the Owner's property from State Road A1A (Hillsboro Mile) to the Atlantic Ocean for access to the beach.

Background

This property has been vacant for several years and has been used to provide access to the beach from A1A. With the development of this project, the Owner agreed to locate a 15-foot Easement on the north side of the property to allow for the Town to utilize this Easement for emergency access to the beach. In addition, this Easement will be used for beach renourishment projects in future years.

As this easement crosses over a portion of the existing conservation area, Broward County requires the Owner abandon the area underneath the Easement. As all of the natural vegetation will be removed for this Easement, this portion of the conservation area must be removed. Therefore, the Owner is also requesting the Town approve and sign the Agreement for Compliance with Conditions of Amended Environmental Impact Report and Release and Termination of Agreement for Compliance with Conditions of Environmental Impact Report (County Compliance Report). Once approved by the Town, this document will require consideration and approval by the Broward County Commission.

Analysis

Staff has reviewed the Easement as well as the County Compliance Report against the site plan which is in substantial compliance with the site plan approved by a super-majority vote by the Town Commission. The Easement area was delineated on the site plan and the information provided including the sketch and legal descriptions of the Easement and the changes to the conservation area comply with the site plan.

The acceptance of the Easement and request of removal of a portion of the conservation area will allow the Town to have access to the beach directly from A1A. The Easement will also contain an area for vehicles to turn around within the Easement and not impact the conservation area or the beach. The approval of the County Compliance Report will allow the Easement to be built through the very easterly portion of the parcel thereby allowing access while maintaining the existing conservation area.

Staff Recommendation

Staff is recommending the Town Commission consider the approval of the Beach Access Easement and the County Compliance Report.

Attachments:

Beach Access Easement

Exhibit A – Sketch and Legal Description of the Easement Area

Exhibit B – Joinder to Beach Access Easement

Exhibit C – Subcontractors

Agreement for Compliance with Conditions of Amended Environmental Impact Report and Release and Termination of Agreement for Compliance with Conditions of Environmental Impact Report (County Compliance Report)

Exhibit A - Sketch and Legal Description

Exhibit B – Conservation Area

Exhibit C – Mitigation Measures

Prepared by and Return to:
Debbie M. Orshefsky, Esq.
Holland & Knight LLP
515 East Las Olas Blvd., 12th Floor
Fort Lauderdale, FL 33301

BEACH ACCESS EASEMENT

THIS BEACH ACCESS EASEMENT (this “Agreement”) is entered into as of the ____ day of _____, 2023, by and between HILLSBORO MILE PROPERTY OWNER, LLC, a Florida limited liability company (“Grantor”), and THE TOWN OF HILLSBORO BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida (“Grantee”).

RECITALS

A. Grantor is the owner of that certain property described on Exhibit A attached hereto and made a part hereof (the “Easement Area”).

B. Grantee is a municipality authorized under its charter to provide for the general welfare of the people of the Town of Hillsboro Beach, Florida and in order to provide for the general welfare it is deemed necessary to obtain a perpetual non-exclusive easement over and across the Easement Area as specifically described in Exhibit A for ingress, egress and access by Grantee, and its agents, employees, contractors, subcontractors, material suppliers, or invitees (collectively, the “Grantee Parties”) for performing turtle monitoring, beach monitoring, maintenance and renourishment and other municipal purposes (the “Easement Uses”).

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee as follows:

1. The Recitals to this Easement are true and correct and incorporated by reference.
2. **Grant of Easement.** Grantor grants to Grantee, a perpetual non-exclusive easement over, upon and across the Easement Area for ingress, egress and access by the Grantee Parties from State Road A1A/Hillsboro Mile, to the Atlantic Ocean for the Easement Uses.
3. **Third Parties.** This Easement shall be binding on the parties hereto and their successors or assigns of the Easement Area as a covenant running with the land and binding upon the Easement Area. If Grantee intends to enter into contracts with subcontractors who will utilize the rights granted by this Agreement for the purpose of performing the Easement Uses, then such subcontractors shall execute a joinder to this Agreement in the form attached as Exhibit B hereto reflecting their agreement to be bound by the terms of this Agreement. No subcontractors, other than those identified in Exhibit C hereto (“Subcontractors”), may access or use the Easement Area without the express written consent of Grantor or its successor or assign, which consent shall not be unreasonably withheld. Any subcontractor not identified in Exhibit B, who submits an executed joinder and a request for written consent from the Grantor shall be deemed to have received such consent if the Grantor has not provided a denial of the request within three business days of the receipt of such request. By executing the joinder to this Agreement and/or upon receipt of written

or deemed consent of Grantor, each Subcontractor agrees to perform in accordance with and be bound by the covenants imposed on the Grantee as contained in this Agreement.

4. **Use of Easement Area.** The Grantee Parties shall use the Easement Area during the Term for access to the beach to conduct, engage in or complete the Easement Uses. The Grantee Parties shall be permitted to use the Easement Area between the hours of 8:00 am to 6:00 pm ("Use Hours") seven days a week to allow trucks, and other vehicles, ingress and egress to the Easement Area. Notwithstanding the foregoing, the Town Manager may authorize activities to occur beyond the Use Hours as reasonably needed to complete renourishment activities or as otherwise needed. It is understood, covenanted, and agreed by the parties that the access point to the Easement Area shall have a gated entrance which gated entrance shall be maintained and controlled by Grantor. To the extent practical, the Grantee Parties shall submit requests for beach renourishment activities or for other large equipment or vehicular access to the Easement Area to Grantor in writing at least five (5) business days prior to the proposed access date. For all other Easement Uses, including in cases of emergencies, or municipal activities that seek to preserve safety, prolong beach maintenance and ensure compliance with applicable laws, including, police patrol, code enforcement and beach monitoring and maintenance, the Grantee shall have 24-hour access during any day of the week to access the site and shall not be required to provide notice. An emergency is hereby defined to include the use of the Easement Area to address a serious or dangerous situation requiring immediate action, including, but not limited to, use to save human or animal life.

5. **Reservation.** Grantor hereby reserves all rights of ownership in and to the property underlying the Easement Area, including, without limitation: (a) the right to grant further non-exclusive easements on, over, under and/or across the Easement Area (i.e., utility and/or access easements); and (b) the right to use the Easement Area for all uses not interfering or inconsistent with the Easement Uses, including, but not limited to: access and ingress and egress to, over, and from the Easement Area and the Grantor's property; service access to, over and from the Easement Area and the Grantor's property; installation, maintenance and use of utility facilities and access therefore and maintenance thereof; the right to conduct any activity upon the Easement Area which promotes the security of the Easement Area or the Grantor's property or any persons or property located thereon. Notwithstanding the foregoing, nothing herein shall require the Grantor to obtain the prior approval of the Grantee before submitting the Grantor's property to the condominium form of ownership.

6. **Maintenance and Repairs.** Grantor shall keep and maintain the Easement Area in a clean, safe and sanitary condition, including reasonable maintenance and repairs caused by normal wear and tear resulting from the Easement Uses by Grantee. Notwithstanding the foregoing, any and all injury, breakage and damage to the Easement Area or Grantor's other, surrounding property, caused by any act of the Grantee Parties shall be repaired by, and at the expense of, the Grantee. In addition, to the extent the Easement Area is used for recurring beach renourishment activities, the Grantee Parties shall be responsible for restoring the Easement Area to the condition that existed prior to the commencement of such activities. To the extent that any parties unrelated to the Grantee Parties are provided a non-exclusive easement to the Easement Area, such unrelated party shall be required to repair any breakage or damage caused by it to the Easement Area at its own expense.

7. **Contamination.** The Grantee Parties represent that the Easement Uses shall be performed permitted, designed, and operated in compliance with the requirements of applicable federal, state and local regulatory authorities. In addition, the Grantee Parties will ensure that equipment used to perform the Easement Uses is in good working order and not leaking any fuels or oils.

8. **Liens.** The Grantee Parties shall not create or cause to be imposed, claimed or filed upon any portion of the Easement Area or upon the interest of Grantor therein, any lien, claim of lien, order for the payment of money, charge or the encumbrance whatsoever ("Claim"). In the event a Claim is imposed upon the interests of Grantor, the Grantee shall satisfy or otherwise remove the Claim within fifteen (15) days.

9. **Term and Release.** The Easement Area shall be used in perpetuity as an access way to the beach provided that Grantee may determine that it is in the best interest of the health, safety and welfare of the public to discontinue such use in which case Grantee shall record a release of the Easement.

10. **Indemnification of Grantor.** To the fullest extent permitted by law, Grantee and Subcontractors shall defend, indemnify and save and hold the Grantor harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorney's fees, arising out of (a) any failure by the Grantee Parties to perform any of the terms, provisions, covenants or conditions of this Agreement on the Grantee Parties' part to be performed; (b) any accident, injury, or damage which shall happen at, in or upon the Easement Area; (c) any failure of the Grantee Parties to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority; (d) any contamination of the Easement Area or Grantor's property resulting from the use, transportation, storage, spillage, or discharge thereon of any toxic chemicals, compounds, materials or substances by the Grantee Parties; (e) any other act or omission of the Grantee Parties, or (f) any violation of this Agreement. Grantee's liability is expressly limited by the provisions of Section 768.28, Florida Statutes and it is expressly noted that Grantee does not hereby waive Sovereign Immunity.

12. **Insurance.** The Grantee and/or its Subcontractors, shall, at its cost, procure and maintain for the Term, the following insurance with respect to the Easement Area and the property on which it sits (the "Grantor Property"): (a) Commercial General Liability Insurance with contractual liability coverage for the Grantor Property, points of ingress and egress, sidewalks and any surrounding areas, with a gross single limit of \$1,000,000 per occurrence; (b) Special Form Property Insurance and/or Builder's Risk Insurance providing coverage and indemnification for damage to the Grantor Property, including but not limited to the creation of recognized environmental conditions on or near the Grantor Property; (c) Workers' Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida; and (d) such other insurance as Grantor may reasonably require. All insurance shall name Grantor as an additional insureds and/or as loss payees, as applicable.

13. **Notices.** Any and all notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be validly given or made upon receipt, provided notice is sent by certified or registered mail (return receipt requested, postage prepaid),

or by overnight courier service which delivers only upon signed receipt of the addressee and addressed as follows:

To Grantor: Hillsboro Mile Property Owner, LLC
2850 Tigertail Avenue, Suite 800
Miami, FL 33133
Attn: Eric Fordin

With a copy to: Holland & Knight LLP
515 East Las Olas Blvd., 12th Floor
Fort Lauderdale, FL 33301
Attention: Pedro Gassant, Esq.

To Grantee: William "Mac" Serda
Town Manager, Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

With a copy to: Goren Cherof Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Either party may from time to time change the address to which such notices or communications may be delivered or sent by giving the other party written notice of such change. Except as otherwise provided, notices and other communications shall be deemed received on the date of delivery, unless delivery is refused or cannot be made in which event the date of attempted delivery shall be the date of notice.

14. **Establishing Condominium Association.** In the event of multiple ownership, a condominium association shall be established in accordance with applicable regulations to assure that all common areas and facilities for the residents, as well as all easements dedicated to the Grantee, shall be maintained in continuous and satisfactory manner. Additionally, to the extent that the Grantor's property is submitted to the condominium form of ownership, any and all references to "Grantor" hereunder shall thereafter automatically mean and refer to the condominium association formed to govern any such condominium, and in such event, the undersigned shall be released any and all responsibilities, obligations, liabilities and/or duties arising from or relating to this Agreement.

15. **Venue and Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida. In any dispute arising out of the terms or conditions of this Agreement, venue shall be deemed to be proper in Broward County, Florida.

16. **Waiver.** Failure of either party to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not

constitute a waiver of either party's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

17. **Costs and Attorneys' Fees.** If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, the court may award to the prevailing party its reasonable costs and reasonable attorney's fees, specifically including reasonable attorneys' fees incurred in connection with any appeals, whether or not taxable as such by law.

18. **Severability.** If the fulfillment of any provision hereof or any transaction related hereto, at the time performance of such provision shall be due, shall involve any violation of the law or shall otherwise be unenforceable, then such obligation to be fulfilled shall be reduced to the limit legally enforceable, if any, and the remainder of the Agreement shall remain in full force and effect. Anything in the preceding paragraph to the contrary notwithstanding it is agreed that in the event of the invalidity or unenforceability of any provision or provisions of this Agreement, the remaining provisions shall remain in full force and effect only so long as the objects and purposes of this Agreement are not substantially impaired.

19. **Successors and Assigns.** The term "Grantor" shall include all of Grantor's assigns and successors in interest.

20. **Amendment.** The terms, covenants, conditions and provision of this Agreement may only be abrogated, modified, and amended in whole or in part in writing by the parties or their respective representatives, successors, and assigns. Any ensuing condominium or homeowners' association, acting through its board, may (in the case of a condominium association, pursuant to the authority granted to it in Section 718.111, F.S., or in the case of a homeowners' or master association, then by majority vote of the board of directors) execute, as attorney in fact for the owners within the Grantor's property governed by such association, the amending instrument. Should this Easement be so modified, amended or released, the Grantee or such authorized designee shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release. An amendment to any provision of this Agreement shall require the mutual written consent of the Grantor and Grantee.

21. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges

22. **Counterparts.** This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

23. **Certificate of Occupancy.** This Agreement shall not be effective until the issuance of a Certificate of Occupancy (CO) for the ten-story condominium building on Parcel B of The Enclave at Hillsboro Beach as recorded at Plat Book 154 Page 31 of the Official Records of Broward County, Florida. Upon the issuance of the CO, this Agreement shall be immediately recorded in the public records of Broward County, Florida.

[signature pages follow]

IN WITNESS WHEREOF, the said property owner has signed and sealed these presents as of the [_____] day of [____], 2023.

Signed, sealed and delivered
in the presence of

HILLSBORO MILE PROPERTY OWNER, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of _____, a _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of

[TOWN OF HILLSBORO BEACH, FLORIDA]

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2023, by _____, as
_____ of _____, a _____, who is
personally known to me or has produced _____ as
identification.

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

EXHIBIT A

SKETCH AND LEGAL DESCRIPTION OF EASEMENT AREA

[attached]

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

BEACH ACCESS EASEMENT



LOCATION SKETCH

LEGEND:

P.O.C.	DENOTES POINT OF COMMENCEMENT	U.E.	DENOTES UTILITY EASEMENT
P.O.B.	DENOTES POINT OF BEGINNING	D.E.	DENOTES DRAINAGE EASEMENT
P.O.T.	DENOTES POINT OF TERMINATION	MAINT.	DENOTES MAINTENANCE
P.B.	DENOTES PLAT BOOK	EASMT.	DENOTES EASEMENT
O.R.B.	DENOTES OFFICIAL RECORDS BOOK	DRAIN.	DENOTES DRAINAGE
PG.	DENOTES PAGE	NVAL	DENOTES NON-VEHICULAR ACCESS LINE
PGS.	DENOTES PAGES	---	DENOTES NON-VEHICULAR ACCESS LINE
⊙	DENOTES CENTER LINE	⊙	DENOTES CENTER LINE
R/W	DENOTES RIGHT-OF-WAY		

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SHEET 1 OF 3 SHEETS

Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No. (954) 435-7010 FAX No. (954) 438-3288

ORDER NO. 216248

DATE: MARCH 30, 2023

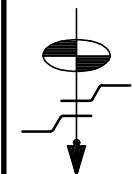
THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS



BEACH ACCESS EASEMENT



FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

BEACH ACCESS EASEMENT

A PORTION OF PARCEL "B", ACCORDING TO THE PLAT OF "THE ENCLAVE AT HILLSBORO BEACH", AS RECORDED IN PLAT BOOK 154 AT PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL "B", SOUTH 05 DEGREES 54 MINUTES 16 SECONDS WEST FOR 10.09 FEET TO THE POINT OF BEGINNING OF SAID BEACH ACCESS EASEMENT; THENCE NORTH 88 DEGREES 27 MINUTES 29 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH AND LYING 10' SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID PARCEL "B", FOR 383.21 FEET TO A POINT OF INTERSECTION WITH THE EROSION CONTROL LINE, ACCORDING TO THE "MEAN HIGH WATER LINE SURVEY AND PROPOSED EROSION CONTROL LINE FOR THE TOWN OF HILLSBORO BEACH", AS RECORDED IN MISC. MAP BOOK 8, AT PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LAST COURSE ALSO LYING ALONG THE SOUTH LINE OF SAID 10' UTILITY EASEMENT AND ITS WESTERLY PROJECTION; THENCE SOUTH 05 DEGREES 06 MINUTES 02 SECONDS WEST ALONG SAID EROSION CONTROL LINE FOR 8.55 FEET; THENCE SOUTH 05 DEGREES 11 MINUTES 31 SECONDS WEST CONTINUING ALONG SAID EROSION CONTROL LINE FOR 6.55 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 29 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH AND LYING 25' SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID PARCEL "B", FOR 134.94 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 15.00 FEET; THENCE WESTERLY AND SOUTHERLY ALONG SAID CIRCULAR TO THE LEFT HAVING A CENTRAL ANGLE OF 72 DEGREES 49 MINUTES 41 SECONDS FOR AN ARC DISTANCE OF 19.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 15 DEGREES 37 MINUTES 48 SECONDS WEST FOR 72.22 FEET; THENCE NORTH 74 DEGREES 22 MINUTES 12 SECONDS WEST FOR 20.00 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 48 SECONDS EAST FOR 45.93 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 23.00 FEET; THENCE NORTHERLY AND WESTERLY ALONG SAID CIRCULAR TO THE LEFT HAVING A CENTRAL ANGLE OF 107 DEGREES 10 MINUTES 19 SECONDS FOR AN ARC DISTANCE OF 43.02 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 27 MINUTES 29 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH AND LYING 25' SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID PARCEL "B", FOR 185.29 FEET TO A POINT; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL "B", NORTH 05 DEGREES 54 MINUTES 16 SECONDS EAST FOR 15.13 FEET TO THE POINT OF BEGINNING.

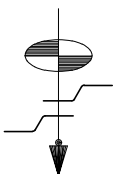
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SURVEYOR'S NOTES:

- 1) THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF S05°54'16"W (S05°53'17"W (R)) ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A ADJACENT TO PARCEL A & PARCEL B, THE ENCLAVE AT HILLSBORO BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 154, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- 2) THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.
- 3) ORDERED BY: RELATED GROUP
- 4) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SHEET 3 OF 3 SHEETS



Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY, MIRAMAR, FL 33025

PHONE No. (954) 435-7010

FAX No. (954) 438-3288

ORDER NO. 216248

DATE: MARCH 30, 2023

THIS IS NOT A "BOUNDARY SURVEY"

CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL

FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

EXHIBIT B

JOINDER
TO
BEACH ACCESS EASEMENT

_____, 202__

Hillsboro Mile Property Owner, LLC,
or its successors or assigns
2850 Tigertail Avenue, Suite 800
Miami, Florida 33133

To whom it may concern,

Reference is hereby made to that certain Beach Access Easement (the “Easement”) executed on _____, 2023 by and between Hillsboro Mile Property Owner, LLC and The Town of Hillsboro Beach, Florida, and recorded at Official Records Book ____ Page ____, public records of Broward County, Florida. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Easement.

Pursuant to Section 3 of the Easement, the undersigned hereby seeks the consent of Grantor to access the Easement Area for permitted Easement Uses as an approved “Subcontractor” pursuant to the Easement. In seeking such consent, the undersigned hereby represents and certifies as follows:

1. The undersigned has read the Easement and understands the requirements of the Easement on the Grantee and its subcontractors;
2. The undersigned hereby agrees to be bound by the covenants imposed on the Grantee as contained in Easement;
3. Without limiting the generality of the foregoing, the undersigned specifically agrees:
 - a. to use the Easement Area as required by Section 4 of the Easement and perform its activity thereon in accordance with the covenants contained in the Easement;
 - b. to repair and restore the Easement Area to the condition that existed prior to the commencement of its activities in accordance with Section 6 of the Easement;
 - c. that its activities shall be performed permitted, designed, and operated in compliance with the requirements of applicable federal, state and local regulatory authorities and Section 7 of the Easement;
 - d. that any equipment intended to be used to perform its activities in the Easement Area is in good working order and not leaking any fuels or oils; and

- e. not to create or cause to be imposed, claimed or filed upon any portion of the Easement Area or upon the interest of Grantor therein, any Claim (as defined in Section 8 of the Easement) whatsoever; and
4. The undersigned understands and acknowledges its obligations under Section 10 of the Easement to defend, indemnify and save and hold the Grantor and its successors and assigns harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature arising out of the activities provided in Section 10 of the Easement.
5. The undersigned has attached to this joinder an insurance certificate of the undersigned complying with the requirements of Section 12 of the Easement and listing the Grantor, its successors and assigns, and the Town of Hillsboro Beach, Florida as “additional insureds” thereunder.

Accordingly, the undersigned respectfully requests the acknowledgement of your consent hereto in the space provided below.

Subcontractor

_____ ,

By: _____

Name:

Title:

Consent by Grantor is hereby
granted on this __ day of _____,
202__ and the above referenced party is hereby
deemed an approved “Subcontractor” under
the Easement.

Hillsboro Mile Property Owner, LLC,
its successors or assigns

By: _____

Name:

Title:

EXHIBIT C

SUBCONTRACTORS

The following subcontractors have duly executed a Joinder to Beach Access Easement as provided in Exhibit B to attached Beach Access Easement and are deemed approved “Subcontractors” by the Grantor under Section 3 of the Beach Access Easement.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

BEACH ACCESS EASEMENT



LOCATION SKETCH

LEGEND:

P.O.C.	DENOTES POINT OF COMMENCEMENT	U.E.	DENOTES UTILITY EASEMENT
P.O.B.	DENOTES POINT OF BEGINNING	D.E.	DENOTES DRAINAGE EASEMENT
P.O.T.	DENOTES POINT OF TERMINATION	MAINT.	DENOTES MAINTENANCE
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R/W	DENOTES RIGHT-OF-WAY		

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SHEET 1 OF 3 SHEETS

Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No.(954)435-7010 FAX No. (954)438-3288

ORDER NO. 216248

DATE: MARCH 30, 2023

THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

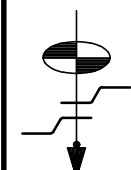
PREPARED UNDER MY SUPERVISION:

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

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BEACH ACCESS EASEMENT



FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

BEACH ACCESS EASEMENT

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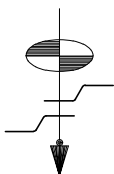
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SURVEYOR'S NOTES:

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- 3) ORDERED BY: RELATED GROUP
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THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SHEET 3 OF 3 SHEETS



Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY, MIRAMAR, FL 33025

PHONE No. (954) 435-7010

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ORDER NO. 216248

DATE: MARCH 30, 2023

THIS IS NOT A "BOUNDARY SURVEY"

CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL

FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS



TAB 5-B

RESOLUTIONS & CONTRACTS

Resolution No. 2023-60 Resolution of the Town of Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute Agreement by and Between the Town of Hillsboro Beach, Florida, Broward County, Florida and Hillsboro Mile Property Owner, LLC for Compliance with Conditions of Amended Environmental Impact Report and Release and Termination of Agreement for Compliance with Conditions of Environmental Impact Report.

Adopted by the Hillsboro Beach Mayor and Commission on this _____ day of December, 2023.

RESOLUTION NO. 2023-60

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT BY AND BETWEEN TOWN OF HILLSBORO BEACH, FLORIDA, BROWARD COUNTY, FLORIDA AND HILLSBORO MILE PROPERTY OWNER, LLC FOR COMPLIANCE WITH CONDITIONS OF AMENDED ENVIRONMENTAL IMPACT REPORT AND RELEASE AND TERMINATION OF AGREEMENT FOR COMPLIANCE WITH CONDITIONS OF ENVIRONMENTAL IMPACT REPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute the Agreement by and Between Town of Hillsboro Beach, Florida, Broward County, Florida and Hillsboro Mile Property Owner, LLC for Compliance with Conditions of Amended Environmental Impact Report and Release and Termination of Agreement for Compliance with Conditions of Environmental Impact Report.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute Agreement by and Between Town of Hillsboro Beach, Florida, Broward County, Florida and Hillsboro Mile Property Owner, LLC for Compliance with Conditions of Amended Environmental Impact Report and Release and Termination of Agreement for Compliance with Conditions of Environmental Impact Report; a copy of the Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this ____
2 day of _____ 2023.

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TOWN OF HILLSBORO BEACH, FLORIDA

Irene Kirdahy, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2023-60
RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR IRENE KIRDAHY	☐	☐
VICE MAYOR BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER VINNE ANDREANO	☐	☐
COMMISSIONER DAVID A. RAVANESI	☐	☐



TAB 5-C

RESOLUTIONS & CONTRACTS

Resolution No. 2023-61 Consideration to Accept Staff Recommendation of Award for RFP 2023-10-01 Disaster Debris Monitoring and Financial Recovery Assistance and Authorize Appropriate Town Officials to Execute Agreement with DebrisTech, LLC.



Town Hall
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834
townofhillsborobeach.com

MEMORANDUM

DATE: November 21, 2023

TO: Mac Serda, Town Manager

FROM: Donna Rockfeld, Procurement Manager

RE: **Recommendation of Award – RFP 2023-10-01 Disaster Debris Monitoring and Financial Recovery Assistance**

BACKGROUND:

The Town of Hillsboro Beach is in need of a consultant to provide disaster debris monitoring in the event of an emergency. The Town issued Request for Proposals (RFP) No. 2023-10-01 Disaster Debris Monitoring and Financial Recovery Assistance inviting all qualified firms to submit proposals to provide emergency debris monitoring services and financial recovery assistance and the associated management and accounting services that are required during any emergency such as hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s).

The contracted firms will be responsible for monitoring the recovery efforts of the Town's Debris Management Contractor (DMC) in the field in accordance with Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring of debris collection, Temporary Debris Storage and Reduction Sites (TDSR Sites), and residential debris Drop-off Sites, as well as data reporting and other related services. A Notice to Proceed (NTP) will only be executed in the event of a declared emergency.

Pursuant to the Town's Code of Ordinance Sec 2-60 and in accordance with Florida Statutes, on October 16, 2023, notices were posted on DemandStar, the Town's electronic bidding platform. Notification was broadcast to 542 registered suppliers. Fourteen (14) vendors registered as a Planholder on Demandstar.

On November 14, 2023, the Town received one (1) timely responsive and responsible proposal. I have reviewed the sole proposal received from DebrisTech, LLC. DebrisTech, LLC has represented to the Town through its proposal that they possess the requisite qualifications, expertise and licenses to perform the necessary work in connection with the services specified in the RFP.

FISCAL IMPACT

These services are on based on an as-needed basis and will only be utilized in the event of a declared emergency. Upon declaration of a state of emergency by either the County, State, or Federal government, all costs associated with this contract will be reimbursed to the Town, if approved by the Federal agency. Per FEMA, eligible costs are expenses tied directly to eligible work, and must be adequately documented. authorized, necessary and reasonable. Eligible costs include labor and management costs. I have prepared a bid tabulation / price analysis that includes the current contract pricing schedules from several municipal agencies that have contracted for this type of service within the last year. The hourly rates provided by DebrisTech, LLC are fair and reasonable.

RECOMMENDATION:

The Procurement Manager recommends the Town Manager, after conducting his due diligence, concur with the recommendation to enter into an agreement with DebrisTech, LLC.

The initial contract terms shall be for an initial period of three (3) years from execution of the agreement with two (2) additional one (1) year renewal periods.

Attached: RFP 2023-10-01 Disaster Debris Monitoring and Financial Recovery Assistance
DebrisTech, LLC response
Bid Tabulation/Price Analysis

RFP 2023-10-01 Disaster Debris Monitoring and Financial Recovery Assistance

Opened November 14, 2023

Bid Tabulation / Price Analysis

	Hillsboro Beach	City of Miramar	Sunny Isles Beach	Winter Springs	Panama City Beach	Panama City Beach
Position (Hourly Rates)	DebrisTech, LLC	Debris Tech, LLC	Disaster Program & Operations, Inc.	Witt O'Brien	DebrisTech, LLC (primary)	Thompson Consulting Srvs(Secondary)
Project Manager	\$ 65.00	\$ 75.00	\$ 130.00	\$ 69.00	\$ 55.00	\$ 55.00
Field Supervisor	\$ 45.00	\$ 65.00	\$ 50.00	\$ 48.00	\$ 45.00	\$ 40.00
Field Monitor	\$ 34.00	\$ 36.00	\$ 32.00	n/a	\$ 36.00	\$ 30.00
TDMA Monitor/Tower Monitor	\$ 34.00	\$ 36.00	\$ 32.00	\$ 34.00	\$ 36.00	\$ 29.00
Debris Site Security	\$0.00	\$0.00	\$ 60.00	n/a	\$0.00	n/a
GIS Specialist	\$0.00	\$0.00	\$ 65.00	n/a	\$0.00	n/a
Billing Invoice (Load Ticket data entry)	\$0.00	\$0.00	\$ 35.00	n/a	\$0.00	n/a
Data Manager	\$0.00	\$0.00	\$ 65.00	\$ 50.00	\$0.00	\$ 55.00
FEMA Reimbursement Manager	\$ 95.00	n/a	\$ 90.00	\$ 55.00	n/a	n/a
aerial photo package (5 photo per flight different locations)	\$0.00	n/a	\$ 500.00	n/a	n/a	n/a
Photo copies (duplicate of original approved photo)	\$0.00	n/a	\$ 35.00	n/a	n/a	n/a
Additional photograph (per photo, same flight, same location, different view)	\$0.00	n/a	\$ 55.00	n/a	n/a	n/a
Additional locations (one photos, same flight, different location)	\$0.00	n/a	\$ 115.00	n/a	n/a	n/a

* DebrisTech ADMS (data system) eliminates the need for staffing normally utilized for debris monitoring. **All positions and services billed at \$0.00 will be provide by DebrisTech ADMA or absorbed into the overhead cost of DebrisTech at no charge to the Town of Hillsboro Beach.**

Adopted by the Hillsboro Beach Mayor and Commission on this _____ day of December, 2023.

RESOLUTION NO. 2023-61

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE STAFF AND DETERMINING THAT DEBRISTECH, LLC IS THE MOST RESPONSIVE AND MOST RESPONSIBLE PROPOSER FOR DISASTER DEBRIS MONITORING AND FINANCIAL RECOVERY ASSISTANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town has sought competitive proposals for Disaster Debris Monitoring and Financial Recovery Assistance;

WHEREAS, Staff evaluated the one (1) proposal and has made a recommendation to the Town Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby accepts the recommendation of Staff and determines DebrisTech, LLC is the most responsible and most responsive proposer for Disaster Debris Monitoring and Financial Recovery Assistance.

SECTION 3. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the Town to enter into a Professional Service Agreement for Disaster Debris Monitoring and Financial Recovery Assistance.

SECTION 4. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this _____ day of _____ 2023.

TOWN OF HILLSBORO BEACH, FLORIDA

Irene Kirdahy, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2023-61
RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR IRENE KIRDAHY	☐	☐
VICE MAYOR BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER VINNE ANDREANO	☐	☐
COMMISSIONER DAVID A. RAVANESI	☐	☐



RFP 2023-10-01

DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE

Due: Tuesday, November 14, 2023 at 10:00 AM



Prepared by:
DebrisTech, LLC
335 N. Monroe Street
Tallahassee, FL 32301

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Real-Time Data. Real-Time Recovery.
www.DebrisTech.com

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November 14, 2023

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

RE: RFP 2023-10-01
Disaster Debris Monitoring
Services & Financial Recovery
Assistance



To the Selection Committee Members of the Town of Hillsboro Beach,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. DebrisTech's team possesses proven experience in aiding entities in receiving their **maximum reimbursement from FEMA**. Our management team comes to the table with a combined experience of over half a century of working with FEMA, disasters, and debris removal monitoring. We believe that DebrisTech is the best debris monitoring choice for the following reasons:

RECENT, SCALABLE EXPERIENCE: DebrisTech has provided debris monitoring services in response to hundreds of contract activations across the United States and Puerto Rico. These range from smaller projects following localized storms to massive multi-county projects following wide-spread natural disasters, including Hurricane Idalia (2023), Hurricanes Ian and Nicole (2022), Kentucky Tornadoes (2021), and Iowa Derecho (2020). DebrisTech has responded to every contract activation and has never failed to respond within 24 hours to a contract activation since its formation.

INDUSTRY-LEADING, COST-SAVING TECHNOLOGY: DebrisTech has the most innovative, advanced, and user-friendly Automated Debris Management System (ADMS) in the industry. ADMS reduces human error and restricts potentially fraudulent activities which are associated with paper ticket systems. DebrisTech continues to set the standard with upgraded features that lead to significant clientsavings. This technology results in **faster** project obligation from FEMA and **faster** reimbursement from recipients of federal funds.

DebrisTech's ADMS features allow our Supervisors and Managers to oversee debris operations in real-time and provide immediate feedback to debris monitors. Transparency is an integral feature of any monitoring process having multiple components and large-scale debris operations can have thousands of components daily. FEMA requires the Applicant to monitor all contracted debris operations to ensure the quantities and work claimed are accurate and eligible. DebrisTech's ADMS is structured so that data is entered once and populates all required documents needed

from project obligation to closeout. Supplemental documentation is captured and available as needed to support claimed costs. For instance, in response to changes in FEMA guidance that now requires a single photograph or video that documents the threat to the public right-of-way or improved property, DebrisTech has invested in **DT360** technology that exceeds FEMA documentation standards. Other unique features are highlighted in our **Industry-Leading Reports**.

SIMPLE, COMPETITIVE PRICING: DebrisTech's pricing structure is simple and straightforward.

Since data is entered a single time and populates all required and supplemental documentation, it is DebrisTech's preference to only bid on field positions utilized in debris monitoring operations. Positions that have non-operational functions, such as Data Entry Clerks or Administrative Assistants, are not billed for as these positions' functions are embedded into DebrisTech's ADMS. An ADMS that is truly automated will not require these positions to be filled and all administrative support functions are absorbed by DebrisTech and not passed along to clients.

REAL-TIME DATA, FIRST-CLASS SERVICE: All of our data is accessible by our clients in real-time, giving you essential and timely information as you oversee this contract. By building a company solely focused on debris removal monitoring, we are able to provide you with our full and undivided

attention. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator for this proposal either by phone: **601-916-1113**, or by email: **brooks@debristech.com**.



Thank you for your consideration,



Brooks R. Wallace, P.E.
Founder and Managing Principal



DebrisTech e-Ticket 001206810

Truck Num: 00009113

Project: December 2021 Tornado Debris Removal

Sub: County Waste

Prime: Ashbriett

Owner: County waste

Contract: Road: Debris Type: C & D

Zone: Dawson Springs CS-2011

% Full: 75

Capacity (CY): 74

Pay (CY): 55.5

Load Info		Transit Time		Measurement Info		Haul(d)*		Haul(r)*		Disposal Info	
Time	Date	Time	Date	Time	Date	Time	Date	Time	Date	Time	Date
16:30:28	3/15/22	14:32	3/15/22	7:02:36	3/16/22	6.2	3/16/22	8.4	3/16/22	7:25:23	3/16/22
Loc: 37.1683, -87.6956		Loc: 37.1708, -87.5827		Loc: 37.1708, -87.5827		Loc: 37.1708, -87.5827		Loc: 37.1708, -87.5827		Loc: 37.1708, -87.5827	
Mon: Joseph James Gray		Mon: Jacob Michael Todd		Mon: Jacob Michael Todd		Mon: Jacob Michael Todd		Mon: Jacob Michael Todd		Mon: CHRISTOPHER ALLEN	

www.DebrisTech.com *direct, (route in miles, Truck Route Distance Provided by ArcGIS.com)



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1. QUALIFICATIONS AND EXPERIENCE

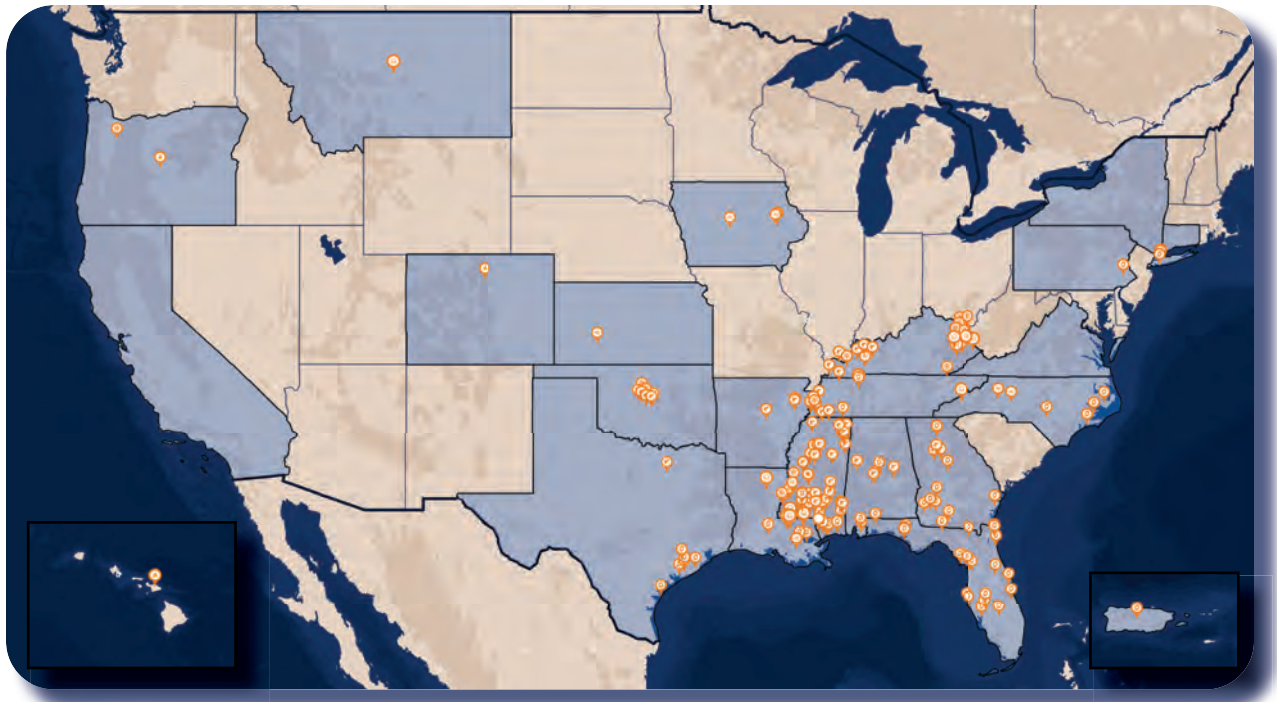


DEBRISTECH



DISASTER EXPERIENCE

Since 2010, DebrisTech has served every level of government in response to *more than 75 federally declared disasters* and has never had a contract terminated for failure to perform. In the past two years alone, DebrisTech was responsible for the documentation and monitoring of the removal of tens of millions of cubic yards of eligible storm-generated debris for over 100 project activations. Below is a map showing the hundreds of Clients served throughout the United States and Puerto Rico:



Through our decades of experience and hundreds of project activations, DebrisTech has demonstrated a wide-range of special disaster recovery program management experience, including:



LEANING TREE AND HANGING LIMB REMOVAL

City of Memphis, TN, 2022 Ice Storm



WATERWAYS CLEAN-UP

St. Charles Parish, LA,
2021 Hurricane Ida



PRIVATE PROPERTY/RIGHT-OF-ENTRY (ROE) WORK

Kentucky Transportation Cabinet,
2022 Floods



SAND RECOVERY AND BEACH REMEDIATION

City of Jacksonville Beach, FL, 2017
Hurricane Irma



HOUSEHOLD HAZARDOUS MATERIAL REMOVAL

City of Central, LA 2016 Floods



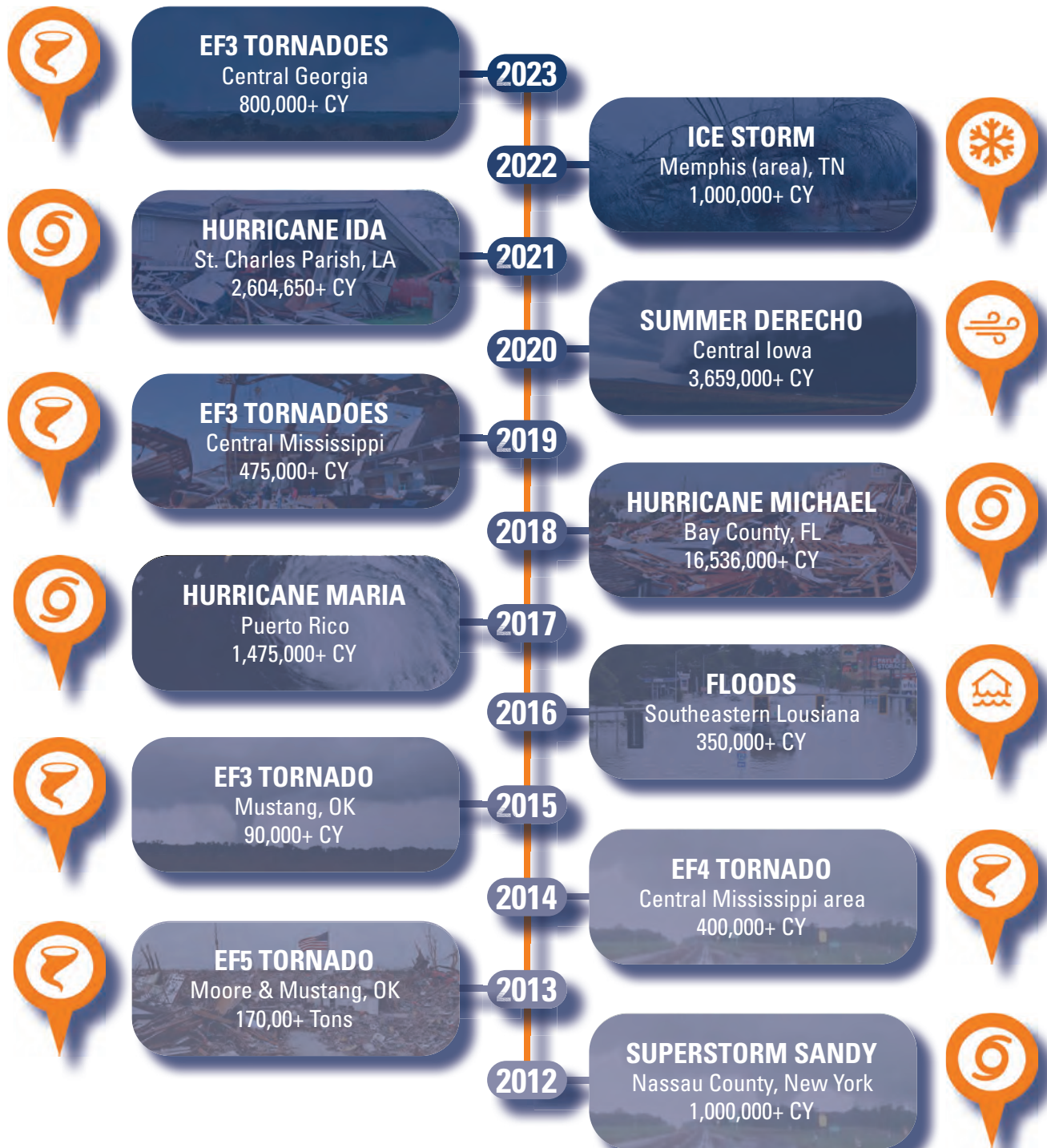
VESSEL AND VEHICLE RECOVERY

Bay County, FL, 2018 Hurricane Michael



DEBRIS HIGHLIGHTS

Our DebrisTech team has responded to federally declared disasters across the United States and has monitored **over 50 million cubic yards** of debris. Some of our many projects are highlighted below:





FIRM PROFILE

DebrisTech Profile

DebrisTech is a firm exclusively built to service the needs of debris monitoring for Clients throughout the United States. This singular focus as a firm has allowed DebrisTech to leverage all of its talent, energy and resources into creating a technologically innovative, ever-improving, completely customizable ADMS to fit every Client's unique needs. DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. DebrisTech is committed to providing the detail, attention and service that is second to none.

DebrisTech's monitoring procedures maintain compliance with the most up-to-date FEMA rules and publications. This includes strict adherence to the Public Assistance Program and Policy Guide (PAPPG) v.4 (June 2020), Public Assistance Debris Monitoring Guide (March 2021), and Public Assistance: Category A - Debris Removal including Private Property Debris (May 2023).

The core components of DebrisTech's monitoring approach are as follows:



PLANNING

DebrisTech plays a vital role in disaster preparedness by crafting Debris Management Plans that are customized to each Client's unique requirements while adhering to Federal, State, and Local regulations. This tailored approach ensures that Clients are well-prepared for efficient and effective debris recovery efforts. This process promotes seamless coordination and communication among stakeholders.



RESPONSE

DebrisTech is committed to swift and efficient response times. Upon notification, we pledge to deploy an appropriate number of personnel and qualified professionals to begin the monitoring process within 24 hours.



FIRM PROFILE



OPERATIONS

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, DMSs, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery



CONTRACT MANAGEMENT

DebrisTech possesses an extensive and distinguished track record in the effective management of debris removal contracts for a variety of events spanning the nation. Our accomplished Project Management team at DebrisTech collaboratively engages with debris removal contractors of all sizes, consistently upholding a high standard of professionalism through transparent and highly effective communication channels.



QUALITY ASSURANCE/QUALITY CONTROL

DebrisTech includes QA/QC processes in every step of our operations. Throughout this document you will see the QA/QC icon that indicates the specific QA/QC process for the described step. DebrisTech's QA/QC methodology is that real-time feedback allows managers to monitor data collection before small issues turn into large issues. Daily reconciliation with debris removal contractors results in timely and accurate reporting, invoicing, reimbursement, and closeout.



LARGE SCALE PROJECTS

DebrisTech has the capacity and experience to handle large-scale disaster events as necessary. Below are the DebrisTech projects where the total amount of debris monitored exceeded 1 million cubic yards.

EVENT	CLIENT	TOTAL CUBIC YARDS	YEAR
ICESTORM (DR-4637-TN)	City of Memphis, TN	1,000,681	2022
HURRICANE IDA (DR-4611-LA)	St. Charles Parish, LA	1,679,829	2021
DERECHO (DR-4557-IA)	City of Cedar Rapids, IA	4,618,442	2020
DERECHO (DR-4557-IA)	City of Marion, IA	1,114,546	2020
HURRICANE MICHAEL (DR-4399-FL)	City of Panama City, FL	5,843,262	2018
HURRICANE MICHAEL (DR-4399-FL)	Bay County, FL	10,442,409	2017
HURRICANE MARIA (DR-4339-PR)	Department of Transportation and Public Works, Puerto Rico	1,475,332	2017

In addition to large scale projects, DebrisTech has demonstrated experience with large-scaled Clients and contracts. DebrisTech currently holds contracts with:



Mississippi Emergency
Management Agency



Montana Disaster and
Emergency Services



North Carolina Department
of Public Safety



Florida Division of
Emergency Management



Puerto Rico Department of
Transportation and Public Works



FLORIDA EXPERIENCE

Since Hurricane Matthew devastated the state of Florida in 2016, the DebrisTech team has been working in Florida to assist cities and counties by monitoring debris removal for maximum FEMA reimbursement. Since 2016, DebrisTech has responded to 7 federally declared disasters in Florida and has assisted 23 entities, including the Florida Division of Emergency Management. Below is a list of our experience throughout Florida:



DebrisTech Cities Served:

City of Arcadia

City of Atlantic Beach

City of Cedar Key

City of Crystal River

City of Holmes Beach

City of Jacksonville Beach

City of Longwood

City of Neptune Beach

City of Panama City

City of Punta Gorda

City of Rockledge

City of St. Augustine

Town of Longboat Key

Town of Yankeetown

DebrisTech Counties Served:

Bay County

Citrus County

Columbia County

Glades County

Hardee County

Indian River County

Jefferson County

Santa Rosa County

Federal Disasters in FL:

DR-4283-FL 2016 Hurricane Matthew

DR-4337-FL 2017 Hurricane Irma

DR-4399-FL 2018 Hurricane Michael

DR-4564-FL 2020 Hurricane Sally

DR-4673-FL 2022 Hurricane Ian

DR-4680-FL 2022 Hurricane Nicole

DR-4734-FL 2023 Hurricane Idalia

Other Entities Served:

Florida Division of

Emergency Management





PROJECT LIST

DebrisTech has worked with entities at the local, county and state level across the United States and Puerto Rico to document and monitor debris removal for maximum FEMA reimbursement. The following pages list a comprehensive look at our extensive debris monitoring experience since 2013:

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
2023 HURRICANE	Town of Yankeetown, FL	7,800 CY	Lead	Ongoing
IDALIA (DR-4734-FL)	Columbia County, FL	52,643.3 CY	Lead	Ongoing
(DR-4738-GA)	City of Cedar Key, FL	30,600 CY	Lead	Ongoing
	Citrus County, FL	42,200 CY	Sub	Ongoing
	City of Crystal River, FL	19,200 CY	Lead	Ongoing
	Jefferson County, FL	51,183.5 CY	Lead	Ongoing
	Brooks County, GA	159,667.9 CY	Lead	Ongoing
	Clinch County, GA	4,500 CY	Lead	Ongoing
2023 STRAIGHT-LINE				
WINDS (DR-4727-MS)	Jasper County, MS	39,100 CY	Lead	Complete
2023 NC WIND	City of Newton, NC	28,800 CY	Lead	Complete
EVENT	Town of Landis, NC	4,500 CY	Lead	Complete
2023 WIND EVENT	Forsyth County, GA	20,300 CY	Lead	Ongoing
2023 STRAIGHT-LINE	City of Memphis, TN	122,800 CY	Lead	Complete
WINDS (DR-4735-TN)	City of Millington, TN	188,200 CY	Lead	Complete
(DR-4729-TN)	City of Germantown, TN	12,700 CY	Lead	Complete
	City of Bartlett, TN	132,300 CY	Lead	Complete
2023 STRAIGHT-LINE				
WINDS (DR-4702-KY)	City of Hopkinsville, KY	26,400 CY	Sub	Complete



PROJECT LIST

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
2023 TORNADO (DR-4706-OK)	City of Shawnee, OK	341,600 CY	Lead	Complete
2022 FLOODS (DR-4655-MT)	Montana Disaster and Emergency Services	143,800 CY	Lead	Ongoing
2023 TORNADOES (DR-4698-AR)	City of Wynne, AR	383,400 CY	Lead	Complete
	Cross County, AR	34,900 CY	Lead	Complete
	City of Jacksonville, AR	71,400 CY	Lead	Complete
2023 TORNADOES (DR-4697-MS)	Carroll County, MS	32,514.2 CY/240.9 Tons	Lead	Complete
	City of Winona, MS	19,368.5 CY/851.7 Tons	Lead	Complete
	Montgomery County, MS	20,432.3 CY/172.4 Tons	Lead	Complete
	Panola County, MS	15,945.4 CY	Lead	Complete
	City of Amory, MS	565,700 CY	Lead	Ongoing
	Monroe County, MS	218,300 CY	Lead	Complete
	Itawamba County Railroad, MS	Ongoing	Lead	Complete
	Dept Wildlife, Fisheries & Parks	Ongoing	Lead	Complete
2023 STRAIGHT-LINE WINDS (DR-4702-KY)	Muhlenberg County, KY	62,192.8 CY	Sub	Complete
	McCracken County, KY	4,558 CY	Sub	Complete
2023 TORNADOES (DR-4701-TN)	Tipton County, TN	53,000 CY	Lead	Complete
	City of Covington, TN	35,200 CY	Lead	Complete
2023 TORNADOES (DR-4684-AL)	Elmore County, AL	49,543.4 CY	Lead	Complete
	Dallas County, AL	28,861.5 CY	Lead	Complete
(DR-4117-OK)	City of Eutaw, AL	15,001.5 CY	Lead	Complete
2023 TORNADOES (DR-4684-AL)	Spalding County, GA	685,300 CY	Lead	Complete
(DR-4685-GA)	Butts County, GA	18,476 CY	Lead	Complete
2022 TROPICAL STORM NICOLE (EM-3587-FL)	City of St. Augustine, FL	2,577 CY	Sub	Complete
	City of Rockledge, FL	636 Tons	Sub	Complete
2022 HURRICANE IAN (DR-4673-FL)	Glades County, FL	8,992 CY	Lead	Complete
	Indian River County, FL	11,996 CY	Lead	Complete
	City of St. Augustine, FL	6,267 CY	Sub	Complete
	City of Holmes Beach, FL	10,347.2 CY	Lead	Complete
	Town of Longboat Key, FL	29,510.4 CY	Lead	Complete
	City of Rockledge, FL	362.4 CY	Sub	Complete
	Hardee County, FL	308,453.8 CY	Sub	Complete
	City of Arcadia, FL	115,139.5 CY	Sub	Complete



PROJECT LIST

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
	Longwood, FL	18,795.5 CY	Lead	Complete
	City of Punta Gorda, FL	224,056 CY	Sub	Complete
2022 FLOODS	Letcher County, KY	19,682 CY	Sub	Complete
(DR-4663-KY)	Floyd County, KY	PPDR	Sub	Ongoing
	Transportation Cabinet, KY	159,462.2 Tons	Sub	Ongoing
2022 ICE STORM	City of Memphis, TN	959,054.5 CY	Lead	Complete
(DR-4645-TN)	City of Germantown, TN	36,431.2 CY	Lead	Complete
	City of Bartlett, TN	7,767.5 CY	Lead	Complete
2021 TORNADOES	City of Dresden, TN	6,703.9 Tons	Lead	Complete
(DR-4637-TN)	Hopkins County, KY	400,005.9 CY	Sub	Complete
(DR-4630-KY)	Muhlenburg County, KY	87,827.3 CY	Sub	Complete
	Fulton County, KY	38,154.3 CY	Sub	Complete
	Caldwell County, KY	206,958.6 CY	Sub	Complete
	Marshall County, KY	515,737.8 CY	Sub	Complete
2021 HURRICANE	Town of Summit, MS	2,310.7 CY	Lead	Complete
IDA (DR-4626-MS)	Lincoln County, MS	7,946.4 CY	Lead	Complete
(DR-4611-LA)	City of Magnolia, MS	4,229.6 CY	Lead	Complete
(DR-4618-PA)	City of McComb, MS	16,830.2 CY	Lead	Complete
	Pike County, MS	83,401.3 CY	Lead	Complete
	Hancock County, MS	7,894.7 CY	Lead	Complete
	City of Picayune, MS	36,240.1 CY	Lead	Complete
	St. Charles Parish, LA	1,704,613.4 CY	Lead	Complete
	St. Charles Par Schools	24,974.3 CY	Lead	Complete
	City of Baker, LA	13,951.7 CY	Lead	Complete
	City of Kenner, LA	327,060.0 CY	Lead	Complete
	Montgomery County, PA	455,758.1 CY	Lead	Complete
2021 FLOODS				
(DR-4609-TN)	City of Waverly, TN	17,073.9 Tons	Lead	Complete
(DR-4617-NC)	Haywood County, NC	15,538.1 CY	Lead	Complete
2021 ICE STORM	Adams County, MS	67,541.6 CY	Lead	Complete
(DR-4598-MS)	Jefferson County, MS	10,347.2 CY	Lead	Complete
(DR-4595-KY)	Claiborne County, MS	41,007.1 CY	Lead	Complete
	Warren County, MS	19,682.4 CY	Lead	Complete
	City of Natchez, MS	26,934.2 CY	Lead	Complete
	Morgan County, KY	58,524.5 CY	Sub	Complete



PROJECT LIST

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
	Elliott County, KY	89,011.2 CY	Sub	Complete
	Johnson County, KY	165,617.3 CY	Sub	Complete
	Boyd County, KY	12,106 Tons	Sub	Complete
	Carter County, KY	137,379.0 CY	Sub	Complete
2021 HURRICANE ZETA (DR-4573-AL)	City of Selma, AL	50,563.5 CY	Lead	Complete
(DR-4576-MS)	Town of Leakesville, MS	65,060.9 CY	Lead	Complete
(DR-4579-GA)	Greene County, MS	166,062.0 CY	Lead	Complete
	George County, MS	535,527.0 CY	Lead	Complete
	City of Pass Christian, MS	89,840.2 CY	Lead	Complete
	City of Bay St. Louis, MS	154,287.60 CY	Lead	Complete
	City of Ocean Springs, MS	55,572.90 CY	Lead	Complete
	Forsyth County, GA	4,391 CY	Lead	Complete
2020 ICE STORM (DR-4575-OK)	City of Calumet, OK	9,509.6 CY	Lead	Complete
	City of Midwest City, OK	22,227.6 Tons	Lead	Complete
	City of Moore, OK	89,668.4 CY	Lead	Complete
	City of Mustang, OK	219,304.4 CY	Lead	Complete
	City of Piedmont, OK	40,573.70 CY	Lead	Complete
	City of Kingfisher, OK	46,241.50 CY	Lead	Complete
	City of El Reno, OK	98,408.50 CY	Lead	Complete
2020 HURRICANE LAURA (DR-4572-TX)	Matagorda County, TX	3,109.4 CY	Lead	Complete
2020 HURRICANES DELTA AND SALLY (DR-4570-LA)	City of Carencro, LA	28,101.60 CY	Lead	Complete
(DR-4564-FL)	City of Baker, LA	8,051.30 CY	Lead	Complete
(DR-4563-AL)	Santa Rosa County, FL	631,230.2 CY	Sub	Complete
	City of Robertsdale, AL	132,845.4 CY	Lead	Complete
	City of Foley, AL	965,009.1 CY	Sub	Complete
2020 DERECHO (DR-4557-IA)	City of Cedar Rapids, IA	2,519,454.4 CY	Lead	Complete
	City of Marion, IA	1,114,546 CY	Lead	Complete
	City of Madrid, IA	25,767.40 CY	Lead	Complete
2020 TORNADOES (DR-4551-MS)	Jefferson Davis County, MS	80,795.5 CY	Lead	Complete
(DR-4550-TN)	Lawrence County, MS	103,153.3 CY	Lead	Complete
(DR-4536-MS)	Pike County, MS	36,654.60 CY	Lead	Complete
	City of Memphis, TN	289,485.20 CY	Lead	Complete
	Jasper County, MS	195,024.3 CY	Lead	Complete
	Lawrence County, MS	43,157.8 CY	Lead	Complete



PROJECT LIST

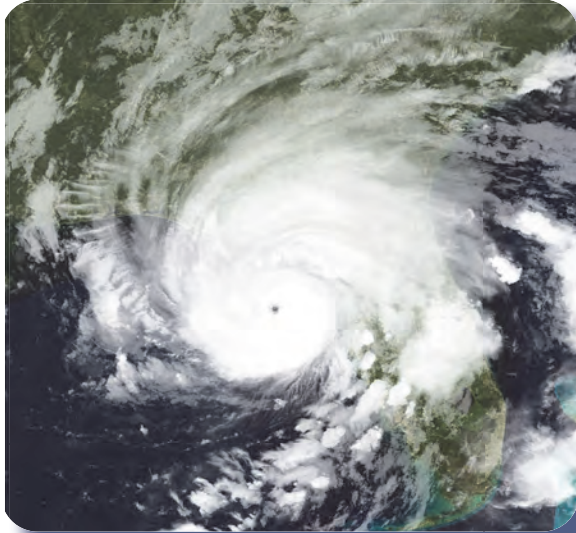
EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
	Walthall County, MS	69,040.8 CY	Lead	Complete
	Marion County, MS	60,818.10 CY	Lead	Complete
	City of McComb, MS	107,080.90 CY	Lead	Complete
	Jones County, MS	272,050.60 CY	Lead	Ongoing
	Lamar County, MS	14,790.7 CY	Lead	Ongoing
	Jefferson Davis County, MS	237,697.1 CY	Lead	Complete
2019 STRAIGHT-LINE WINDS				
(DR-4471-TN)	City of Waverly, TN	22,558.0 CY	Lead	Complete
(DR-4470-MS)	City of Corinth, MS	181,460.9 CY	Lead	Complete
2019 HURRICANE DORIAN (DR-4465-NC)	Hyde County, NC	9,090.7 Tons and 107,136.9 CY	Sub	Complete
2019 TORNADOES	Monroe County, MS	152,784.80 CY	Sub	Complete
(DR-4450-MS)	City of McComb, MS	34,648.70 CY	Sub	Complete
(DR-4439-OK)	City of El Reno, OK	67.5 Tons	Lead	Complete
(DR-4429-MS)	Lee County, MS	138,770.20 CY	Lead	Complete
	Yazoo County, MS	11,843.0 CY	Lead	Complete
	City of Columbus, MS	3,191.8 Tons	Lead	Complete
2018 HURRICANE MICHAEL	Wiregrass Elec., AL	52,094.80 CY	Lead	Complete
(DR-4406-AL)	Baker County, GA	110,939.50 CY	Lead	Complete
(DR-4400-GA)	Mitchell County, GA	43,606.0 CY	Lead	Complete
(DR-4399-FL)	Miller County, GA	7,311.50 CY	Lead	Complete
	Lee County, GA	11,046.0 CY	Lead	Complete
	City of Panama City, FL	5,843,262.9 CY	Sub	Complete
	Bay County, FL	10,442,409.5 CY	Sub	Complete
2018 HURRICANE FLORENCE	Town of Cape Carteret, NC	1,280.90 CY	Lead	Complete
(DR-4393-NC)	Town of Hope Mills, NC	8,478.90 CY	Lead	Complete
	Pamlico County, NC	133,198.10 CY	Lead	Complete
2017 HURRICANE MARIA (DR-4339-DR)	DRD, Puerto Rico	10,902.9 CY	Lead	Complete
(DR-4598-MS)	DTOP, Puerto Rico	1,475,332.8 CY	Lead	Complete
	PRASA, Puerto Rico		Lead	Complete
2018 HURRICANE IRMA	Forsyth County, GA	7,273.3 CY	Lead	Complete
(DR-4338-GA)	McIntosh County, GA	40,862.10 CY	Lead	Complete
(DR-4337-FL)	Macon-Bibb County, GA	122,259.10 CY	Lead	Complete
	City of Neptune Beach, FL	25,348.30 CY	Lead	Complete



PROJECT LIST

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
	City of Atlantic Beach, FL	55,283.7 CY	Lead	Complete
	Jacksonville Beach, FL	84,043.10 CY	Lead	Complete
2017 HURRICANE HARVEY (DR-4332-TX)	City of Port Aransas, TX	1,245.5 CY	Lead	Complete
	City of Wharton, TX	18,271.8 CY	Lead	Complete
	Matagorda County, TX	2,322.3 CY	Lead	Complete
2017 TORNADOES AND STRAIGHT-LINE WINDS (DR-4320-TN)	City of Memphis, TN	414,080.90 CY	Lead	Complete
	Claiborne County, MS	36,410.20 CY	Lead	Complete
	City of Durant, MS	21,501.60 CY/5,912 Tons	Lead	Complete
	Holmes County, MS	100,027 CY/5,574.8 Tons	Lead	Complete
	Yazoo County, MS	8,425.7 Tons	Lead	Complete
	Montgomery County, MS	46,911 CY/8,411 Tons	Lead	Complete
	City of Hattiesburg, MS	167,771.80 CY	Lead	Complete
	Lamar County, MS		Lead	Complete
2016 HURRICANE MATTHEW (DR-4284-GA)	McIntosh County, GA	39,886.80 CY	Lead	Complete
	City of Atlantic Beach, FL	28,173.6 CY/57.4 Tons	Lead	Complete
	Jacksonville Beach, FL	63,512.9 CY	Lead	Complete
2016 FLOODS (DR-4277-LA)	City of Central, LA	328,197 CY/91.8 tons	Lead	Complete
	Town of Clinton, LA	6,244.6 CY	Lead	Complete
	City of Baker, LA	4,777.1 Tons	Lead	Complete
	Tangipahoa Parish, LA		Sub	Complete
2016 FLOODS (DR-4263-LA)	Caldwell Parish, LA		Lead	Complete
	Tangipahoa Parish, LA	8,056.7 CY	Lead	Complete
2016 TORNADOES (DR-4248-MS)	Benton County, MS	24,843.6 CY	Lead	Complete
	Marshall County, MS	65,228.5 CY	Lead	Complete
2015 TORNADO (DR-4222-OK)	City of Mustang, OK	91,345.8 CY	Sub	Complete
2014 TORNADOES (DR-4175-MS)	Marion County, MS	50,280.8 CY	Sub	Complete
	Winston County, MS	20,421.6 Tons	Sub	Complete
	City of Tupelo, MS	289,981.6 CY	Sub	Complete
	Itawamba County, MS	52,325.5 CY	Sub	Complete
	City of Pearl, MS	8,119.2 CY	Sub	Complete
	Pearl River Valley Elec, MS	12,479.9 CY	Sub	Complete
2013 TORNADOES (DR-4117-OK)	City of Mustang, OK	37,021.7 CY	Sub	Complete
	City of Moore, OK	171,511.9 Tons	Sub	Complete

HURRICANE IDALIA (DR-4734-FL)



Hurricane Idalia was a powerful and destructive Category 4 hurricane that caused significant damage across parts of the southeastern United States, especially in North Florida, in late August 2023. It underwent rapid intensification, briefly becoming a Category 4 hurricane prior to making landfall in the Big Bend region of Florida at Category 3 strength on August 30. Idalia remained a hurricane as it moved through Northern Florida and crossed into Southeast Georgia.

 Idalia caused significant damage to thousands of homes, businesses, and other infrastructure along its inland path, primarily in Florida, where winds and the resulting floodwaters were highest. Its storm surge was record-breaking from the Big Bend region south to Tampa Bay. Early estimates placed insured losses at \$2.2–5 billion. DebrisTech deployed to eight Clients simultaneously within 24 hours of a Notice to Proceed, monitoring (to date) over 315k CY of debris, over 30k hazardous trees and limbs and deploying 289 field monitors to fully staff all projects.

DT204 - Jefferson County, FL - 36,900 CY POC: Shannon Metty, County Manager, (850) 997-3083

DT205 - Crystal River, FL - 17,500 CY POC: Douglas Baker, City Manager, (352) 795-4216

DT206 - Citrus County, FL - 39,900 CY POC: James Sterling, Public Works, (352) 527-7610

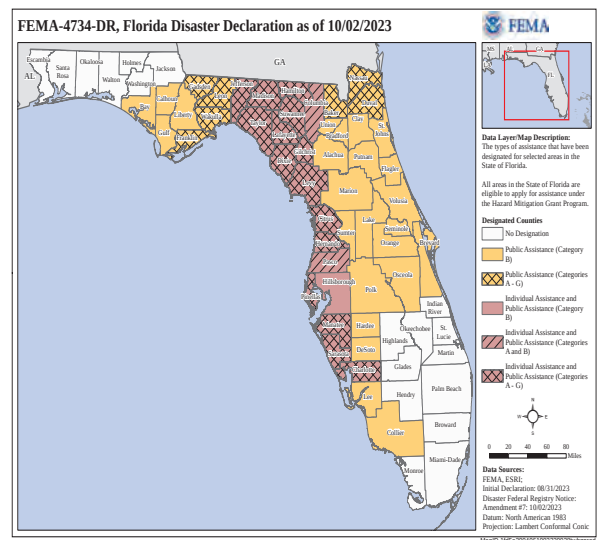
DT207 - Cedar Key, FL - 30,600 CY POC: Heath Davis,
Mayor, (352) 543-5132

DT208 - Brooks County, GA - 112,200 CY POC: Jessica McKinney, County Manager, (229) 263-5561

DT209 - Columbia County, FL - 52,700 CY POC: David Kraus, County Manager, (386) 758-1005

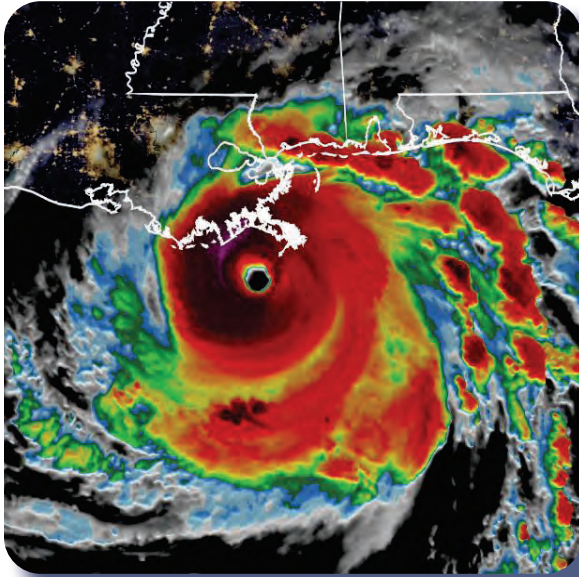
DT211 - Yankeetown, FL - 7,800 CY POC: William Ary,
Town Manager, (352) 447-2511

DT212 - Clinch County, GA - 17,200 CY POC: Jaclyn
James, County Manager, (912) 487-2667





HURRICANE IDA (DR-4611-LA)

**DT117 - City of Kenner, LA***Sep - Dec 2021**327,060 CY*

Chad Pittfield, EM Response Team Lead

504-638-8949

DT118 - St. Charles Parish*Sep 2021-Aug 2022**1,704,613.4 CY*

Chandra Sampey, Contract Administrator

985-783-5102

DT119 - City of Baker, LA*Sep - Nov 2021 1**13,591.7 CY*

Darnell Waites, Mayor

225-615-4194

In September 2021, Hurricane Ida landed on the southeast coast of Louisiana. This Category 4 hurricane left hundreds of thousands without a home and millions without power, water and other basic amenities. DebrisTech provided debris monitoring services to all of our clients affected by the hurricane and maintained existing level of services to our clients navigating their own recovery scenarios at the time of this disaster. Hurricane Ida provided our teams a unique opportunity to respond to a natural disaster with our mobile command centers. All of southeast Louisiana was without power and utilities. These circumstances required the deployment of 4 mobile command centers, 5 generators, 2,500 gallon containers for fuel and water, 200 ADMS devices, and 2 recruiting teams that hired and trained more than 200 local debris monitors.

In St. Charles Parish our team monitored debris removal operations for the Parish, the Parish's **drainage system and waterways**, and the Parish School District. In the cities of Baker and Kenner we monitored debris removal from the right-of-way. These clients have received documentation for the removal of more than 1,000,000 cubic yards of eligible debris.





DEBRISTECH

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601-658-9598

DISASTER DEBRIS MONITORING EXPERIENCE WITH **HURRICANE MARIA**

On September 20, 2017, Puerto Rico was assaulted by the tenth most intense storm recorded in the Atlantic Ocean. Hurricane Maria swept across the entire island leaving devastation in its wake. That record-setting hurricane left more than 90% of the island in the dark with a debris field that encompassed all of Puerto Rico.



DebrisTech was selected to monitor the debris removal from the East and the North DTOP zones. These zones experienced the first effects of the destructive waves and winds brought on by Maria. Utilizing DebrisTech's ADMS to monitor and record the Contractor's activities, the local government was able to manage the recovery process and ensure the protection of endangered species in these zones with access to real-time information.

1,303,358.2 CY

Vegetative Debris
Monitored
and Documented

78,358.7 CY

C&D Debris
Monitored
and Documented

300

Debris Removal/
Trimming Crews

8

Disposal Sites
in Operation



DebrisTech was contracted by the **Departamento de Recreación y Deportes** to monitor the removal of the debris from all 325+ parks, sports fields and national parks throughout Puerto Rico. In March of 2021 DebrisTech monitored the removal of debris from the world famous **Parque Nacional de las Cavernas del Río Camuy**, allowing it to reopen to the public.



DebrisTech also contracted with the **Autoridad Acueductos y Alcantarillados de Puerto Rico**. This agency serves a critical need in Puerto Rico by providing quality water and sewer service. DebrisTech monitored the debris removal from its infrastructure and facilities (including pump stations and aqueduct facilities), allowing service to be restored quickly. **DebrisTech is proud to partner with and serve Puerto Rico.**



BROOKS WALLACE, P.E., President

brooks@debristech.com



Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA

and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns. In addition to the DebrisTech Automated Debris Management System, Mr. Wallace custom-designed the Emergency Operations Supply Tracking (EOST) system for the state of Mississippi to track hundreds of millions of dollars of COVID-19 supplies. Additionally, Mr. Wallace custom-designed the Debris Operations Tracking System (DOTS) for the state of Florida to better respond to statewide disaster events.



Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Experience

DebrisTech, LLC

Founder/Creator - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 2002 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2023 DR-4685-GA Tornadoes

2023 DR-4685-AL Tornadoes

2022 EM-3587-FL Tropical Storm Nicole

2022 DR-4673-FL Hurricane Ian

2022 DR-4671-PR Hurricane Fiona

2022 DR-4663-KY Floods

2022 DR-4645-TN Winter Storms

2022 DR-4637-TN Straight-Line Winds

2021 DR-4634-CO Wildfires



BROOKS WALLACE, P.E., President

2021 DR-4630-KY Tornadoes
 2021 DR-4626-MS Hurricane Ida
 2021 DR-4618-PA Hurricane Ida
 2021 DR-4611-LA Hurricane Ida
 2021 DR-4609-TN Floods
 2021 DR-4617-NC Floods
 2021 DR-4595-KY Ice Storm
 2021 DR-4598-MS Ice Storm
 2020 DR-4579-GA Hurricane Zeta
 2020 DR-4576-MS Hurricane Zeta
 2020 DR-4575-OK Ice Storm
 2020 DR-4573-AL Hurricane Zeta
 2020 EM-3549-LA Hurricane Zeta
 2020 DR-4570-LA Hurricane Delta
 2020 DR-4563-AL Hurricane Sally
 2020 DR-4564-FL Hurricane Sally
 2020 DR-4562-OR Wildfires
 2020 DR-4572-TX Hurricane Laura
 2020 DR-4559-LA Hurricane Laura
 2020 DR-4557-IA Derecho
 2020 EM-3530-TX Hurricane Hanna
 2020 DR-4550-TN Tornadoes
 2020 DR-4551-MS Tornadoes
 2020 DR-4536-MS Tornadoes
 2020 DR-4528-MS COVID-19
 2019 DR-4470-MS Straight-Line Winds
 2019 DR-4471-TN Straight-Line Winds
 2019 DR-4465-NC Hurricane Dorian
 2019 DR-4439-OK Tornadoes
 2019 DR-4450-MS Tornadoes

2019 DR-4429-MS Tornadoes
 2018 DR-4406-GA Hurricane Michael
 2018 DR-4400-GA Hurricane Michael
 2018 DR-4339-FL Hurricane Michael
 2018 DR-4393-NC Hurricane Florence
 2017 DR-4339-PR Hurricane Maria
 2017 DR-4338-GA Hurricane Irma
 2017 DR-4337-FL Hurricane Irma
 2017 DR-4332-TX Hurricane Harvey
 2017 DR-4320-TN Straight-Line Winds
 2017 DR-4314-MS Straight-Line Winds
 2017 DR-4295-MS Tornadoes
 2017 DR-4303-KS Winter Storm
 2016 DR-4284-GA Hurricane Matthew
 2016 DR-4283-FL Hurricane Matthew
 2016 DR-4277-LA Floods
 2016 DR-4263-LA Floods
 2016 DR-4248-MS Tornadoes
 2015 DR-4222-OK Tornadoes
 2014 DR-4175-MS Tornadoes
 2013 DR-4117-OK Tornadoes





JOHN MCNEESE, Sr. Project Manager

jmcneese@debristech.com

John McNeese is a Project Manager and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history.

Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Mississippi, following a series of devastating storms.

Experience

DebrisTech, LLC

Project Manager - 2012 - Present

Wallace Environmental

Project Manager - 2010-2011

TL Wallace Construction

2010 - Project Manager

Holiday Construction

Project Manager - Equipment Operator - 2005-2006

Education

University of Mississippi

Bachelor of Science, University Studies

Disasters Worked

2023 DR-4738-GA Hurricane Idalia

2023 DR-4734-FL Hurricane Idalia

2023 DR-4698-AR Tornadoes

2022 DR-4655-MT Flooding

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

DENNIS CRUTHIRDS, Sr. Project Manager

dennis@debristech.com

Dennis Cruthirds is a Project Manager with DebrisTech. His duties include the daily operations of the project, quality assurance/quality control of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has 12 years of experience in construction material testing and 16 years of debris monitoring. He brings a wealth of knowledge, capabilities, and experience to our clients and has worked on numerous debris removal monitoring and disaster recovery projects. During his career, Mr. Cruthirds has successfully managed the monitoring of millions of cubic yards of debris for some of the most catastrophic disasters across the nation. He has served as a project/site manager in Iowa, after the effects of a Derecho. He is currently overseeing operations in Kentucky. His personality and experience affords him a perfect relationship with contractors, as well as our clients.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2012 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Dungan Engineering, P.A.

CMT Lab Manager - CMT Inspector - 2007 - 2018

Field Supervisor - Operations Manager 2005 - 2008

Training - Emergency Management Institute - FEMA Certified

IS-00008.a, IS-00019.15, IS-00020.15, IS-00021.15, IS-00022, IS-00026, IS-00027, IS-00029, IS-00033.15, IS-00042, IS-00100.b, IS-00100.pwb, IS-00100.fda, IS-00107.15, IS-00144, IS-00207, IS-00247, IS-00250.a, IS-00265, IS-00293, IS-00324.a, IS-00325, IS-00346, IS-00366, IS-00362.a, IS-00386, IS-00395, IS-00403, IS-00420, IS-00520, IS-00522, IS-00546.a, IS-00547.a, IS-00548, IS-00551, IS-00558, IS-00613, IS-00632.a, IS-00634, IS-00660, IS-00662, IS-00701.a, IS-00702.a, IS-00703.a, IS-00706, IS-00720, IS-00775, IS-00801, IS-00802, IS-00804, IS-00808, IS-00809, IS-00810, IS-00811, IS-00813, IS-00003, IS-00005.a, IS-00008.a, IS-00011.a, IS-00015.b, IS-00101.c, IS-00102.c, IS-00103, IS-00405, IS-00906, IS-00907, IS-00908, IS-00909, IS-00912, IS-00914

Disasters Worked

2023 DR-4734-FL Hurricane Idalia

2023 DR-4727-MS Tornado

2023 DR-4702-KY Straight-Line Winds

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX



TYLER WILLIAMSON, Sr. Project Manager

twilliamson@debristech.com

Tyler Williamson is a Regional Manager with DebrisTech. Collateral duties include overseeing the daily operations of the assigned projects, including coordinating the recovery efforts with the client, FEMA PA consultants, local, state and federal agencies. He has exceptional documentation practices and excels in strategical planning. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. He has worked on more than 40 debris removal and disaster recovery projects. He is leading our efforts in Oregon with the training and supervision of hundreds of debris monitors. He also manages data, produces daily reports, for the debris monitoring effort for the several project through the southeast. Mr. Williamson has helped clients address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills, make him a valuable asset to DebrisTech.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2015 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Education

University of Mississippi

Bachelor of Science in Business Administration,
Managerial Finance

Disasters Worked

2023 DR-4724-HI Maui Wildfires

2023 DR-4734-FL Hurricane Idalia

2023 DR-4735-TN Straight-Line Winds

2023 DR-4729-TN Straight-line Winds

2022 DR-4637-TN Severe Storms, Tornadoes,
Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line
Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms,
Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms,
Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms,
Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms,
Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms



BUCK DICKINSON, Public Assistance

bdickinson@debristech.com

Buck Dickinson is the Public Assistance Director at DebrisTech. He comes with a wealth of experience in all aspects of debris management. His previous experience in emergency management spans every aspect of Public Assistance. As State Public Assistance Officer for the Florida Division of Emergency Management he led teams comprised of state and private sector consultants for all open events in the State of Florida. Buck has experience in the disaster declaration process, project development, programmatic compliance, project and event closeout and facilitating efficient communication between applicants, state entities, and FEMA. His contribution to DebrisTech will provide clients with a subject matter expert of the entire Public Assistance program, with an emphasis on ensuring accurate project obligation to closeout. Buck brings a solution-based perspective to project's unique issues resulting in clients gaining program knowledge which prepares them for future events.

Experience

DebrisTech, LLC

Public Assistance Director - 2022 - Present

Florida Division of Emergency Management

State Public Assistance Officer - 2019 - 2022

Programmatic Review Team Lead - 2018 - 2019

Public Assistance Coordinator - 2007 - 2010

Wheeler EMC

Emergency Management Consultant - 2016 - 2018

ER Asisst

Project Manager - 2012 - 2016

O'Brien's Response Management | BP Oil Spill

Florida Lead Scheduler - 2010 - 2012

Education

Florida State University

Bachelor of Science, Political Studies

Grant Experience

2023 - DR-4684-AL (Tornado), DR-4685-GA (Tornado), DR-4697-MS (Tornado), DR-4698-AR (Tornado), DR-4702-KY (Severe Storms), DR-4706-OK (Tornado), DR-4711-KY (Floods), DR-4729-TN (Tornado), DR-4734-FL (Idalia), DR-4735-TN (Severe Storms), DR-4738-GA (Idalia), DR-4742-TN (Severe Storms)

2022 - DR-4663-KY (Floods), DR-4671-PR (Fiona), DR-4673-FL (Ian), DR-4680-FL (Nicole)

2021 - DR-4618-PA (Ida), EM-3551-FL (Eta), EM-3560-FL (Surfside Building Collapse), EM-3561-FL (Elsa), EM-3562-FL (Fred)

2020 - DR-4486-FL (COVID), DR-4468-FL (Dorian)

2019 - DR-4468-FL (Dorian)

2018 - DR-4337-FL (Irma)

2017 - DR-4283-FL (Matthew)

2016 - DR-4280-FL (Hermine)

2014 - DR-4205-MS (Tornado), DR-4177-FL (Severe Storms)

2013 - DR-4138-FL (Severe Storms)

2012 - DR-4068-FL (Debby), DR-4068-FL (Isaac)

2010 - BP Oil Spill

2009 - DR-1840-FL (Severe Storms), DR-1831-FL (Flooding)

2008 - DR-3293-FL (Ike), DR-1785-FL (Fay), DR-3288-FL (Fay), DR-1806-FL (Gustav)

2007 - DR-1679-FL (Severe Storms)

2005 - DR-1604-MS (Katrina), DR-1609-FL (Wilma), DR-1602-FL (Katrina), DR-1595-FL (Dennis)

2004 - DR-1551-FL (Ivan), DR-1545-FL (Frances), DR-1539-FL (Charley), DR-1561-FL (Jeanne)

Professional Certifications

Advanced Professional Series in Emergency Management
Professional Development Series in Emergency Management
50+ FEMA Courses



DANIEL BAXTER, C.P.A., Chief Financial Officer

dbaxter@debristech.com

Daniel Baxter is the Chief Financial Officer at DebrisTech. He graduated from the University of Mississippi with a Bachelor of Accountancy and a Master of Accountancy and Data Analytics. He is a licensed certified public accountant in the states of Mississippi and Tennessee and is active in his continued education in the accounting industry. Prior to DebrisTech, Daniel has experience working at a global accounting firm where he audited the financial statements of large public and private companies in the healthcare and manufacturing industries. He has a background that excels in providing data integrity and assurance from financial audits to disaster response. In addition to his auditing and disaster response experience, Daniel worked in Washington as a junior fellow at the Library of Congress appointed by Congressman Gregg Harper, the Chairman of the Committee on House Administration in 2018, where he made connections and learned about the innerworkings of government and documentation between Congress and the Library of Congress. Daniel is active in the disaster response industry by working with fellow debris contractors and lobbying FEMA on behalf of DebrisTech's clients to fulfill the needs required to make a full recovery after a natural disaster.

As a Data Manager for DebrisTech, Daniel was a part of the team credited with the development of the Emergency Operations Supply Tracking Program. Utilizing this internally developed program Daniel, and the teams of asset managers, are still responsible for tracking over \$100,000,000.00 of PPE.

While managing the EOST program, Daniel also assisted with invoice reconciliation from debris removal projects across the country. His background in accountancy and law work provide him with the knowledge and experience to parse dense removal contractor invoices. These invoices must be compared to the DebrisTech ADMS data and if correct, recommended payment by the client.

Daniel has assisted cities and communities address their recovery needs. Utilizing past experience and ever developing skills make him a valuable part of DebrisTech.

Experience

DebrisTech, LLC

Chief Financial Officer - 2022 - present

Project/ Data Manager - 2020 - 2022

Audit Intern-BDO USA, LLP

Junior Fellow-Library of Congress

Law Clerk-Swayze Alford Attorney at Law

Education - Emergency Management Institute - FEMA Certified

University of Mississippi

Master of Accountancy and Data Analytics

Bachelor of Accountancy, University of

Mississippi

TN – CPA License #28200 (August 2021 – Present)

MS – CPA License #R8152 (September 2021 – Present)

Debris Monitoring Projects in Process

2023 DR-4706-OK Tornadoes

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 Mississippi EMA Covid-19 PPE Inventory Allocation

2020 Mississippi Department of Health Covid-19 PE Inventory Allocation

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds



CINDY CARTER, Senior Data Analyst

cindy@debristech.com

Mrs. Carter has 20 years experience in real estate as a licensed agent. In 2018 she joined DebrisTech to reconcile contractor invoices with our recorded data. Her responsibilities include communicating effectively with DebrisTech clients and removal contractors to correctly and efficiently evaluate invoices. Mrs. Carter is detail oriented with a solid reputation as efficient and highly-dependable. She has navigated multiple projects while maintaining a professional, quality relationship with the clients. Her largest projects include Puerto Rico - DRD following Hurricane Maria and is currently assisting the clients in Mississippi, Kentucky, Tennessee and Louisiana. These clients include invoices from St. Charles Parish (Hurricane Ida), Mississippi Dep. of Health (Covid), and Mississippi EMA (Covid).

Experience

DebrisTech, LLC

Invoice Analyst - 2018 - Present

Education

University of Southern Mississippi

Bachelor of Science, Criminal Justice

Disasters Worked

2023 DR-4724-HI Maui Wildfires

2023 DR-4734-FL Hurricane Idalia

2023 DR-4735-TN Straight-Line Winds

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, and Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Oregon Wildfires and Straight-line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4572-TX Hurricane Laura

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms



GARRETT SAULS, Data Manager

gsauls@debristech.com

At DebrisTech Mr. Sauls has been responsible for developing all of our ADMS, GIS, Drone, and roadway video documentation services. He, along with the owner Brooks Wallace, customize the ADMS to meet the exact needs of every clients. In his first few years Garrett has made a lasting impact on the level of services our clients receive. As ADMS and QA/QC specialist he has verified that each ticket on every project is complete and meets the standards that FEMA requires. His most impressive work was for the City of Selma where he used satellite imagery to verify the location of hazardous trees endangering the right-of-way.

Experience

DebrisTech, LLC

Data Manager - 2021 to present

NASA OCIO Development Intern - Fall

Implementing both previous projects along with other new projects to come.

NASA OCIO Development Intern - Summer

Developed a networkable Foot Traffic Counter for Return to Work scenarios

Networking Assistant

Assisting in complete renovation and reorganization of a 100+ line network.

NASA OCIO Development Intern - Summer

Developed an Asset Tracking system using Bluetooth Low Energy and a Raspberry Pi.

NASA STEM Engagement Intern - Spring

Organized and started the development of a regional wide robotics event.

Education

University of Southern Mississippi

Bachelors of Computer Science

Managerial Finance

Disasters Worked

2023 DR-4724-HI Maui Wildfires

2023 DR-4734-FL Hurricane Idalia

2023 DR-4735-TN Straight-Line Winds

2023 DR-4685-GA Tornadoes

2023 DR-4685-AL Tornadoes

2022 EM-3587-FL Tropical Storm Nicole

2022 DR-4673-FL Hurricane Ian

2022 DR-4671-PR Hurricane Fiona

2022 DR-4663-KY Floods

2022 DR-4645-TN Winter Storms

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 DR-4630-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida



AVAILABLE STAFF

MANAGEMENT TEAM

In the event of a contract activation, DebrisTech has a large and highly-trained Management Team available for immediate deployment.

Principals

Brooks Wallace
Jeff Dungan
Ryan Holmes
Lee Mock
Les Dungan

Regional Managers

John McNeese
Dennis Cruthirds
Tyler Williamson
Buck Dickinson

Project Managers

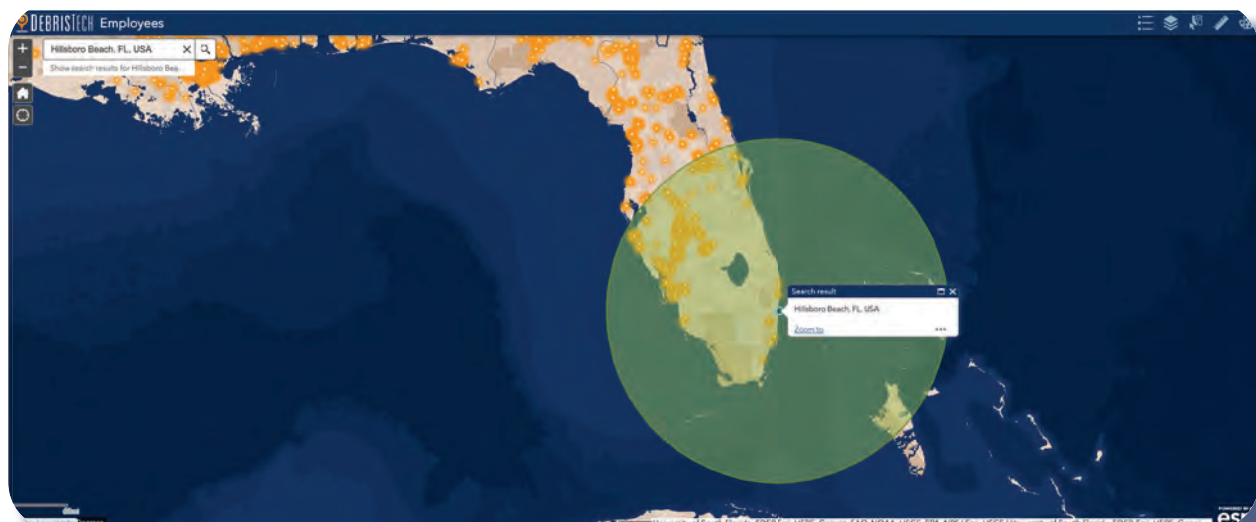
Ivan Ramos
Robert Ellis
William Harrison
Sandra Austin
Josh Daffern
Heath Johnson
Kelly Copp
Bobby Odom
Hill Johnson
Tracy Jordan
Chris Arthur

Operations Managers

Leslie Carmadelle
Hayden Bryant
Abbie Cruthirds
Hunter Austin
Jason Harrison
Will Jordan
Kayla Ulmer
Dalton Cruthirds
Joseph Genarella
Brandy Hedgman
Rianna Stryjewski
Angelia Cruthirds

NEARBY TRAINED PERSONNEL

Additionally, DebrisTech has over **200** trained debris monitors within a 150 mile radius of Hillsboro Beach, FL, available for deployment upon a Notice to Proceed.





2. APPROACH TO THE PROJECT

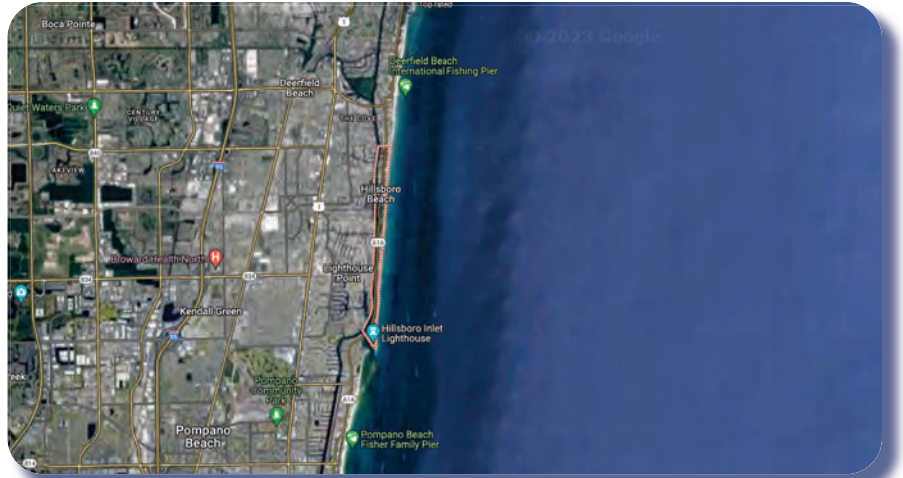


DEBRISTECH

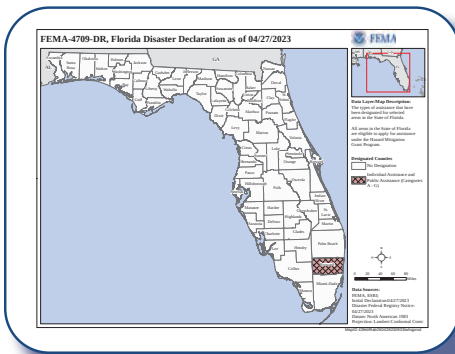


DISASTER RESPONSE

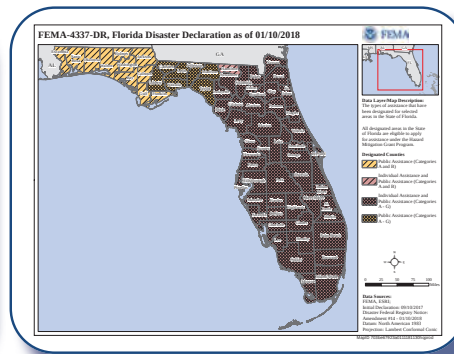
The Town of Hillsboro Beach is a town within Broward County, FL and comprises 1.45 square miles, of which 0.37 square miles is land, and 1.08 square miles is water. Its population is approximately 2000. Over the past several years, **Hillsboro Beach** has been impacted by several natural disasters, including threats from flooding and hurricanes.



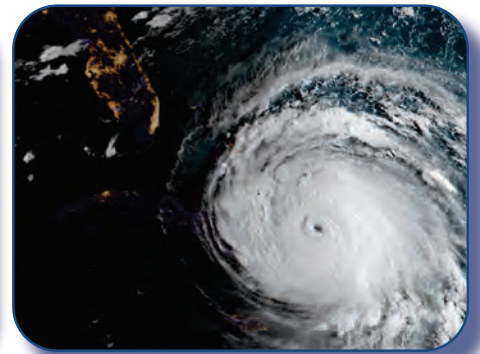
Severe Storms and Flooding DR-4709-FL (2023)



Hurricane Irma DR-4337-FL (2017)



Future Threat: Hurricane



Utilizing a Debris Management Plan adopted by **Hillsboro Beach**, DebrisTech proposes to implement its decades of expertise to assist the Client through all phases of a natural disaster, in this case a theoretical Category 3 Hurricane.

PHASE 1: PREPARED READINESS (Pre-Event to Incident)

PHASE 2: IMMEDIATE RESPONSE (Day 0 to Response End)

PHASE 3: SUSTAINED RESPONSE (72 hrs to Debris Operations End)

PHASE 4: DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY



TIMELINE PHASES



Disaster Phases	Pre-Event to Incident	0-72 hrs	72 hrs to Debris Operations End	Post Debris Operations
PREPARED READINESS				
IMMEDIATE RESPONSE				
SUSTAINED RESPONSE				
DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY				

PREPARED READINESS (Pre-Event to Incident)



Normal Operations

- Maintain pre-event contract packets
- Logistics team maintains debris monitoring support equipment
- Administration team monitors Federal/State/Local guidelines to ensure regulatory changes are incorporated in debris monitoring processes and procedures



Elevated Threat

- DebrisTech notifies key personnel to be prepared to deploy within 24 hours of activation
- Closely monitor potential area of impact and type of potential event



Credible Threat

- Contact Client point of contact informing them that DebrisTech is prepared to deploy if needed
- Mobilize Project Management Team to safe location that is near the potential area of impact
- Contact previously hired monitors who live in the impacted and surrounding areas and placing on stand-by



TIMELINE PHASES



PREPARED READINESS *Quality Assurance/Quality Control*



Starting well before any event occurs, DebrisTech's Administrative Team stays engaged with policy makers by attending trainings at conferences and by being active members in organizations such as Disaster Recovery Coalition of America (DRCA). DebrisTech stays ahead of all policy changes through these engagements.



DebrisTech's Administrative Team is available to meet with Clients in-person or virtually for pre-season training events to ensure the Client's Emergency Management Team is prepared for potential disasters.

IMMEDIATE RESPONSE (Day 0 to Debris Operations End)



Immediate Response Team Arrives – First 24 to 48 hrs (depending on level of impact)



Project Management Team to perform administrative tasks:

- Notice to proceed
- Consulting on emergency procurement (if needed)
- Consult on Client's force account debris operations to ensure compliance with reimbursement requirements



Operations Team:

- Set up Mobile Command Unit
- Activate pre-hired monitors to area of response
- Monitor first-push road clearing debris operations (if needed)



Project Startup – 48 hrs to 72 hrs



Project Management assists/consults with Client for:

- Estimating debris quantities
- Identifying areas of impact
- Debris Management Site activation/authorization
- Coordinating with Debris Removal Contractors to determine staffing needs



TIMELINE PHASES



Operations Team:

- Advertising for local hiring
- Training new hires
- Certifying truck capacity, placarding trucks, and registering trucks in ADMS
- Ensure debris management site is compliant with Local/State/Federal regulations
- Begin monitoring right-of-way debris removal operations



DEBRISTECH
QA/QC

IMMEDIATE RESPONSE *Quality Assurance/Quality Control*



DebrisTech's ADMS system includes QA/QC in each process step. This reduces the potential for human error in any step that can rely on automation. There are many processes that cannot be automated and allowing team members to focus exclusively on these steps increases efficiency.



DebrisTech's Truck Certification Software was custom designed to allow truck certifications to be quickly measured, data entered, volumes calculated and placards affixed to each truck. Calculations are performed within the system which removes the possibility of calculation errors. Trucks are randomly re-certified throughout operations. DebrisTech's ADMS system will not allow for new trucks to be brought into operations without the truck certification process.



*DebrisTech deploys **DT360** vehicles to every job to capture a visual baseline of the impacted area. This footage is captured exclusively for QA/QC purposes and can be referenced for a variety of uses.*

SUSTAINED RESPONSE (72 hrs to Response End)



Project Management



Ensures daily debris reports are received by client representatives and contracted debris removal contractor management



Assists with expedited project worksheet development (if needed)



Ensures number of debris monitors is appropriate to the number of debris trucks, tree crews, and private property debris removal (PPDR) teams



TIMELINE PHASES



Coordinates with Client and Debris Removal Contractors on different potential debris operations:

- ROW Debris
- Leaner/Hanger/Stump removal
- Private Roads ROW Debris – Non-gated and open to public*
- Private Roads ROW Debris – Gated, Restricted Access, or infrequently used road.*
- PPDR*
- Waterway debris removal*



Ensures accurate and timely invoices are produced and submitted to Client representative



Operations Team



Ensures safety compliance through daily safety briefing



Maintains operational control of debris monitoring by:

- Ensuring monitors are knowledgeable of debris regulation and guidance
- Managing daily schedules to prevent burn-out
- Clearly communicating operational changes to all debris monitors
- Ensures quality of debris tickets through daily ticket reviews



Communicates daily activities to Project Management



DEBRISTECH
QA/QC

SUSTAINED RESPONSE *Quality Assurance/Quality Control*



DebrisTech iPads capture location by GPS and correlate the GPS location to the address, eliminating the need for monitors to manually type in this data. Images are taken of every debris load at pickup, entry and exit of Debris Management Sites to ensure eligibility. Images are captured of every hazardous limb, hazardous tree, along with measurements to ensure accuracy for invoicing and reimbursement. Project Managers review load tickets in real-time to provide immediate feedback to field monitors which can include field monitors having to recapture images.



Because DebrisTech maintains real-time ticket reviews, this allows every debris ticket to be reconciled at the close of business daily. DebrisTech Project Managers reconcile every ticket with Debris Removal Contractors prior to the Daily Reports going out each evening. Daily reconciliation identifies potential reimbursement issues before they become a costly error.



TIMELINE PHASES



DEBRISTECH
QA/QC

IMMEDIATE RESPONSE Quality Assurance/Quality Control (continued)



DebrisTech's Administrative Team reviews Debris Removal invoices and provides recommended payment to each Client. Since data is reconciled daily accurate invoices are developed in a timely manner.

DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY



Project Management

- Debris Management Site closeout and reclamation
- Assist client with after-action-reports
- Maintain administrative support for Project Worksheet development, obligation, payment, and closeout



DEBRISTECH
QA/QC

DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY

Quality Assurance/Quality Control

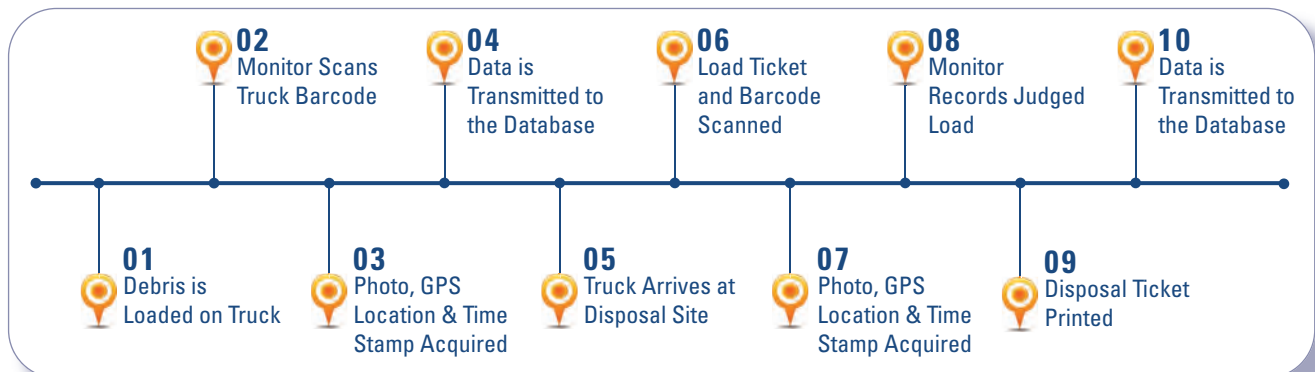


DebrisTech field operations end when debris operations conclude but DebrisTech's Administrative Team stays in close contact with every Client through every step of the reimbursement process. DebrisTech also performs project After Action Reviews with each Client to ensure a continual improvement of processes and procedures.

AUTOMATED DEBRIS MANAGEMENT SYSTEM



The proprietary DebrisTech ADMS offers real-time access to all aspects of debris removal operations via the DebrisTech database. Debris removal monitors, equipped with our tracking devices, maintain a bulletproof digital record from cradle to grave. DebrisTech's ADMS data enables the debris management team to monitor the whereabouts and progress of debris removal crews, keep tabs on the type and quantity of collected debris, and thoroughly document loading and disposal details, including location, time, date, contractor, personnel, and equipment utilized. Furthermore, DebrisTech's system can grant agencies like FEMA or the Inspector General immediate access to this information. This access enables auditors to initiate their tasks promptly, leading to *faster reimbursement and recovery processes*.



DebrisTech has decades of experience monitoring debris generated from a variety of events that span the United States, its territories, and FEMA regions. Through this wealth of experience, DebrisTech has developed and maintains a **wide range of reporting options**. Clients will receive debris reports daily (or at any specified interval) that are generated directly from DebrisTech's proprietary ADMS software.

At NO additional cost, DebrisTech will customize reports to fit the needs of Clients. Report examples included in this response are some of the industry-leading reports provided by DebrisTech. **DebrisTech welcomes the opportunity to share all of our reporting capabilities with potential Clients, which is best accomplished with an in-person presentation.**



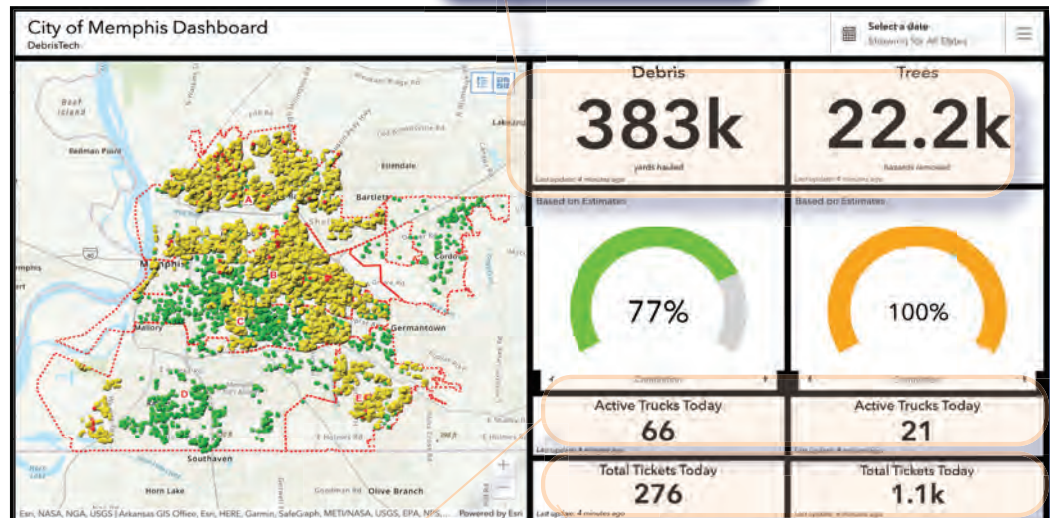


SAMPLE REPORTS

Our Dashboard gives the Client an easily accessible overview of the overall project's status and major statistics. This innovative map is interactive, allowing the Client able to zoom in, click on each individual dot and view the details of that E-Ticket. The color-coding for this **real-time data** is:

Green Dots - Vegetative Debris
Yellow Dots - Hangers
Red Dots - Leaners

Up-to-date totals of total CY of debris hauled and tree hazards removed



Active trucks hauling debris and removing hangers/leaners on this particular day

Daily ticket totals created by DebrisTech monitors

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket
February 2022 Ice Storm Debris Removal

Ticket: 501332501
Truck: 00013788

City of Memphis

Prime Contractor: Michaels Tree And Loader Services
 Truck Owner: HDR
 Monitoring Firm: DebrisTech, LLC

Timestamp: 4/10/2022 7:06:35 AM
 Debris Type: Hanger
 Coordinates: 35.0032, -90.0083
 Address: 1644 Crimson Rd
 Monitor: Williams Moses Perry

Arrow indicates the location of the debris

1. Documentation of the debris pre-work
 2. Infrastructure at risk by the debris (showing the right-of-way)
 3. Diameter of the debris post-work to ensure it meets FEMA minimum requirements

www.DebrisTech.com

Exact GPS coordinates are automatically captured with every ticket created

Map location for easy location and reference

Our Hanger and Leaner Tickets document multiple points of data necessary for FEMA reimbursement. We capture three pictures for each Hanger/Leaner ticket: 1). Documentation of the debris pre-work 2). Infrastructure at risk by the debris (showing the right-of-way) 3). Diameter of the debris post-work to ensure it meets FEMA minimum requirements

SAMPLE REPORTS

Our Load Tickets provide cradle-to-grave documentation of debris loads for maximum FEMA reimbursement for all eligible debris. We capture pictures for internal load calls that document:

- 1). Where the debris truck loaded the debris (ensuring it is in a valid debris area)
- 2). Load call when the truck enters the disposal site to document the percentage full
- 3). Validation that the truck disposes of the entire load and leaves the disposal site empty



e-Ticket
 001206810
 Truck Num: 00009113
 Project: December 2021 Tornado Debris Removal
 Prime: Ashbriitt
 Sub: County Waste
 Owner: County waste
 Contract: Zone: Dawson Springs
 Road: CS-2011
 Debris Type: C & D
 % Full: 75
 Capacity (CY): 74
 Pay (CY): 55.5



Load Info		Transit Time		Measurement Info		Haul(d)*		Haul(r)*		Disposal Info	
Time: 16:30:28	Date: 3/15/22	14:32		Time: 7:02:36	Date: 3/16/22	6.2		Time: 7:25:23	Date: 3/16/22		
Loc: 37.1683, -87.6956				Loc: 37.1708, -87.5827				Loc: 37.1708, -87.5828			
Mon: Joseph James Gray				Site ID: RIAFDS				Site ID: RIAFDS			
				Mon: Jacob Michael Todd				Mon: CHRISTOPHER ALLEN			



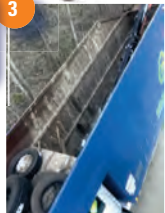
1

Customizable zones as defined by the Client



2

Site ID indicates temporary or final disposal site



3

Load call percentage full

www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com



St. Charles Parish Government Hurricane Ida Debris Removal

Debris Removal Daily Report - 11/08/2021

Contractor: DRC Total Work Days To Date: 64
 Monitoring Firm: DebrisTech, LLC Total Days into Contract Period: 67

Production Data		Volume (CY)	Weight (Tons)
Trucks in Operation Today:	19	Today's Debris Production: 5,391.5	0.0
Average Loads Per Truck:	4.9	Average Daily Production: 19,487.3	9.9

Debris Quantity Summary - Right of Way				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Vegetative Loads:	26	12,538	Vegetative Debris:	1,565.2	652,930.7	0.0	15.0
C & D Loads:	54	7,556	C & D Debris:	2,451.4	350,481.5	0.0	618.8
Wood Chip Loads:	5	1,022	Wood Chips:	515.2	94,812.6	0.0	0.0
C & D Haul Out Loads:	9	1,744	C & D Haul Out:	859.7	148,959.9	0.0	0.0

Debris Quantity Summary - Total Project				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Total Loads Generated:	94	22,860	Total Cubic Yards:	5,391.5	1,247,184.7	0.0	633.9

Unit Rate Items				Today		To Date	
	Today	To Date		Today	To Date	Today	To Date
Leaning Trees (6"-12"):	0	71	White Goods:	15	222		
Leaning Trees (13"-23"):	0	32	Stumps:	0	0		
Leaning Trees (24"-36"):	0	13	Traffic Control (Inter.):	0	0		
Leaning Trees (37"+):	0	1	Traffic Control (2 Way):	0	0		
Hanging Limbs:	0	1,844	Separation Crew:	0	0		
			Consolidation Crew:	0	0		

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

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DebrisTech's Daily Report gives real-time data to the Client and a clear picture of the project's overall progress on a daily report. This Daily Report can be customized to the needs of the Client to ensure they have all the necessary information to oversee the completion of the project.

Total active trucks on that date

Daily total of debris removed

Daily load total

Cumulative total of debris removed



DebrisTech's **DT360** is a cutting edge innovation designed to assist the Client with additional documentation for the FEMA reimbursement process. DebrisTech has the ability to document 360 degrees of every mile of right-of-way within a Client's area of maintained responsibility. This added documentation is recommended as FEMA's guidance recently changed on September 16, 2022 regarding documentation requirements for hazardous trees and limbs. FEMA now *"requires documentation supporting the specifics of the immediate threat with the location and photograph or video documentation"*.



Costs associated with hazardous tree and limb removal are subject to multiple levels of FEMA review. Documentation is scrutinized and questioned tickets often are removed from project totals. In some cases, the questioned tickets are added back only after a lengthy appeal process. The **DT360** footage is supplemental documentation used in a case-by-case scenario, to help ensure accurate project obligation. [Click this link](#) or scan the QR code to see sample **DT360** footage.



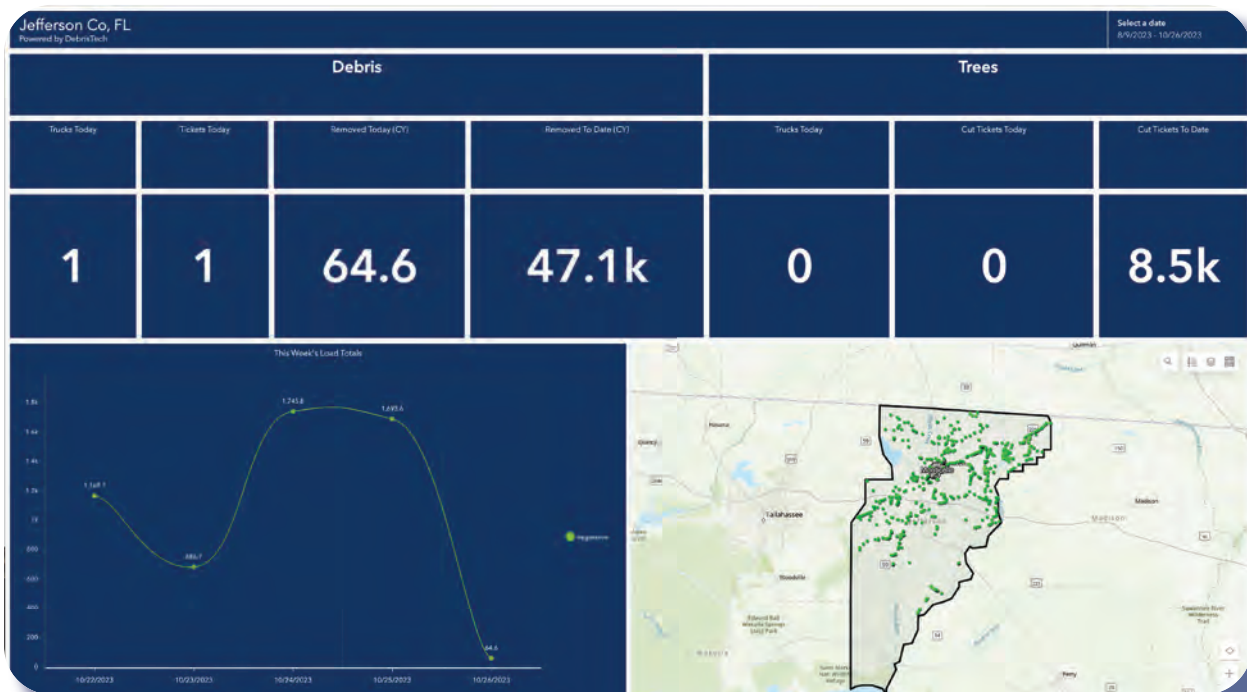


REAL-TIME DATA

Real-Time Data

The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.



Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The



SCALABILITY

Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 1000 devices, 400 ready to be deployed.

Paper Tickets Not Necessary

The DebrisTech ADMS is modeled after a proven debris monitoring method that utilized a combination of handwritten paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model but replaces the handwritten tickets with real-time data collection devices. Paper receipts are still available but are no longer the primary record. DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools significantly reduce the potential for fraudulent activities that might result in costly de-obligations.

The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.





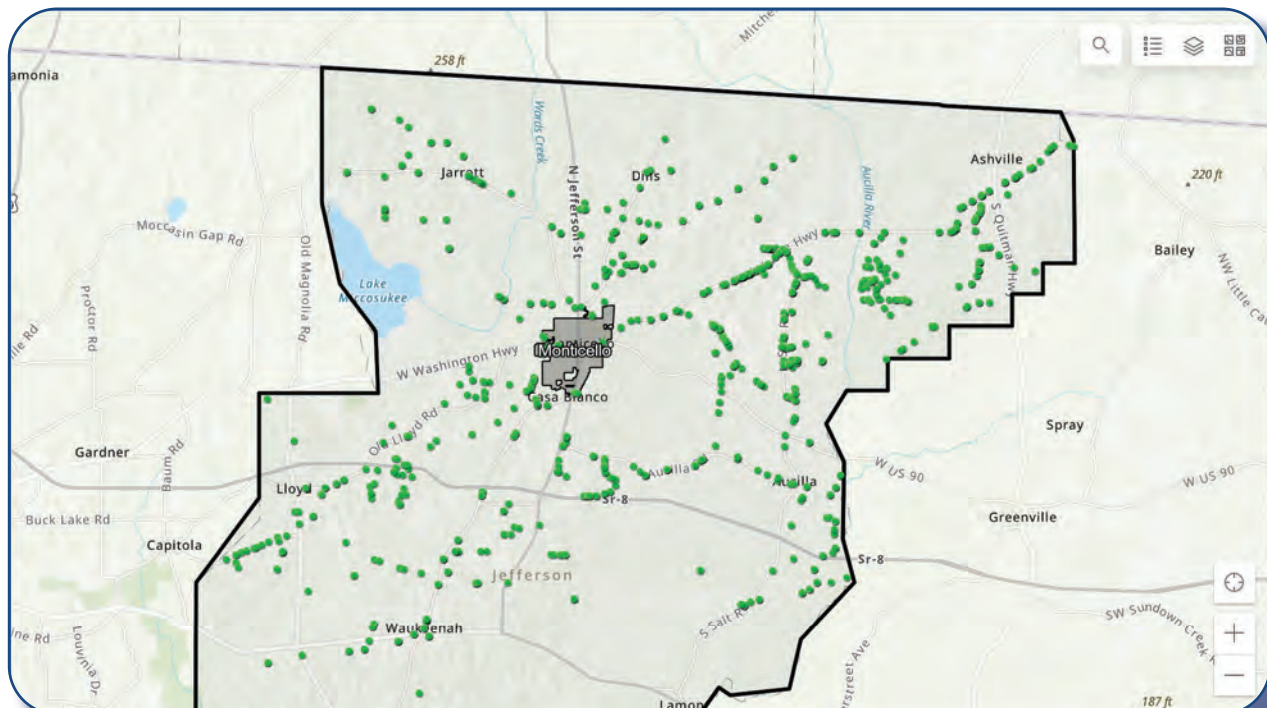
GIS FEATURES

The DebrisTech ADMS provides real-time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real-time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, and other required documentation. This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. The real-time system eliminates the need for a large administrative staff to enter paper tickets manually.

GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.

In the example below, Jefferson County, FL is eligible for debris pickup while the city limits of Monticello, FL (within the County) is excluded. Through DebrisTech's GIS capabilities, debris monitors would be unable to produce a load ticket within the city limits of Monticello, FL or outside of the Jefferson County limits.





Ticket: 001470089

Ticket Number	001470089
Project ID	JeffersonCoFLIdalia
Load Date	09/18/2023
Load Time	17:03:15
Load Timestamp	9/18/2023, 5:03 PM
Load Monitor	Sabrina Vanessa Thompson
Load LAT	30.60145
Load LONG	-83.81427
Truck Number	00016538
Truck Number 2	
Truck Number 3	
Truck Number 4	
Truck SubCode	TFRPRIM
Measurement Date	09/18/2023
Measurement Time	17:43:25
Measurement Timestamp	9/18/2023, 5:43 PM
Measurement Monitor	
Measurement Site ID	GOLDMS
Measurement LAT	30.55652
Measurement LONG	-83.85581
Debris Type	Vegetative
Percent Full	60
Truck Capacity	82
Pay Volume	49.2
Truck Tare Weight	
Truck Gross Weight	
Pay Weight	
Disposal Date	09/18/2023
Disposal Time	17:56:13
Disposal Monitor	Jazmine V Watkins
Disposal Site ID	GOLDMS
Disposal LAT	30.55654
Disposal LONG	-83.85583
Contract	
Parcel Address	
Parcel Number	
ROE Number	
Road Ownership	County
Road Shape Name	DILLS RD
Street Number	
Street	Dills Rd
Zone Number	1
Zone Name	Jefferson County
Haul Distance	4.0
Haul Distance by Route	4.7

Every load ticket created through DebrisTech's ADMS has detailed information captured, including load, measurement and disposal information, allowing the Client to track every debris load in real-time from cradle-to-grave with pinpoint accuracy.

Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in DebrisTech's ADMS system.

Subcontractor	Truck Type	Truck #	Volume	Tare Wt	Date	Project	Last Tared	Status
DRCTRB	Self Loader	00011696	82		9/5/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00011697	84		9/5/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00011700	74		9/5/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00011698	82		9/5/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00011699	84		9/5/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00011701	83		9/5/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00011702	82		9/5/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00011703	84		9/5/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00011704	78		9/6/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00011705	91		9/6/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00012430	78		9/9/2021	StCharlesLaida		Active
DRCTRB	Self Loader	00012431	91		9/9/2021	StCharlesLaida		Active



VEHICLE REGISTRATION

Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech ADMS automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.

Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations.

Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Each ticket has its barcode scanned using specially configured iPads. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.


DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM
Truck Certification Form

Hurricane Ida Debris Removal
St. Charles Parish Government

Current **Truck Number 00012517**

Truck Owner: <u>Marriot</u>	Truck Type: <u>Self Loader</u>
Truck Tag State: <u>IL</u> Truck Tag Number: <u>757aa095</u>	Sub Code: <u>DRCMARR</u>
Trailer Tag State: _____ Trailer Tag Number: _____	Capacity (CY): <u>78</u>
Owner Truck No: <u>7637</u>	





Bed Hoist (Inches)
L1: _____ L2: _____
W: _____ H: _____

End Radius (Inches)
R: _____ H: _____

Bottom Radius (Inches)
R: _____ L: _____

Measured By: Dalton Daniel Cruthirds Date Measured: 9/27/2021 1:31:55
www.DebriTech.com



MOBILE CAPACITY

Since our founding in 2010, DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution with a full-time staff of approximately 200.

Our state-of-the-art mobile offices allow us to respond with full force to any Client's need across the country. These mobile offices can be deployed immediately and are fully functional to meet the needs of the Client. For longer term projects (recent examples would be Memphis, TN and St. Charles, LA) we rent local office space to house our local headquarters for the duration of the project.





DEPLOYABLE EQUIPMENT

Equipment Resources

DebrisTech understands providing debris monitoring services is a time sensitive industry. The requirements described in the RFP will be met within the mandated time period. In an effort to assure our preparedness for future disaster responses, DebrisTech maintains a surplus of a minimum of 200 devices ready to be deployed at any time. DebrisTech has responded to the largest scale events that required hundreds of staff and equipment to meet the needs of multiple clients simultaneously.

Available Equipment and Readily Available Equipment:

Project Managers	12
ADMS Devices	1,000
TDMS Cases	60
Time and Material Forms*	1,000
Truck Certification Placards*	1,000
Project Management Kits	25
HR Hiring Kits	25
Stump Cases	25
Laptops	35
Mobile Wireless (MiFi)	25
Scanner	120
Printers	170
Mobile Command Vehicles	17

**All paper Field Documents are replenished as needed. DebrisTech has agreements and relationships with emergency providers able to fill any equipment shortcoming in 24 hours or less. ADMS units are programmed and deployed in 24 hours or less.*

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals that are available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project.

Since our founding we have never had a contract terminated for failure to fulfill. DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications.



DEPLOYABLE EQUIPMENT

DebrisTech, LLC is solely focused on providing its clients across the United States with a personalized and professional debris monitoring solution utilizing the following resources:

Mobile Command Units

DebrisTech's multiple state-of-the-art mobile command offices are deployed immediately and are fully functional to meet the needs of the Client. These units are equipped with solar panels, generators, water, Starlinks, restrooms, sleeping quarters, printers, computers, and stocked with pre-printed tickets, tags, and truck placards.

Mobile Fuel and Water Storage Units

With mobile fuel trailers and water storage units, DebrisTech has the capacity to remain completely self-sufficient for the duration of the project to ensure continuity of service to the Client.

Staffing

DebrisTech has partnered with local resources, as well as a W/MBE staffing company, to provide employees for the Client's activation. In addition to the local hires, DebrisTech has proven it can activate more than 500+ employees.

Drones and Cameras

DebrisTech has cutting edge technology and offers drones and 360° cameras to document road conditions, maintenance, debris estimates, close-out, and other needs of the Client. With the 360 camera, DebrisTech can build a web-based street viewer and share a feature service with the Client. DebrisTech captures and maps all data in real-time and hosts in an industry standard platform. A GIS team will also be dedicated to the Client's project.

Equipment, Software, and Supplies

All equipment, software, and supplies are owned and maintained by the company. DebrisTech keeps 1000+ iPads in stock and ready to deploy in travel-ready cases. The company has an agreement with Apple Business which enables new devices to be shipped within 2 days. Each device comes ready to be deployed with its own designated data plan on AT&T or Verizon Wireless. All tickets and tags are pre-printed and created in-house with an excess of 100,000+ in stock.

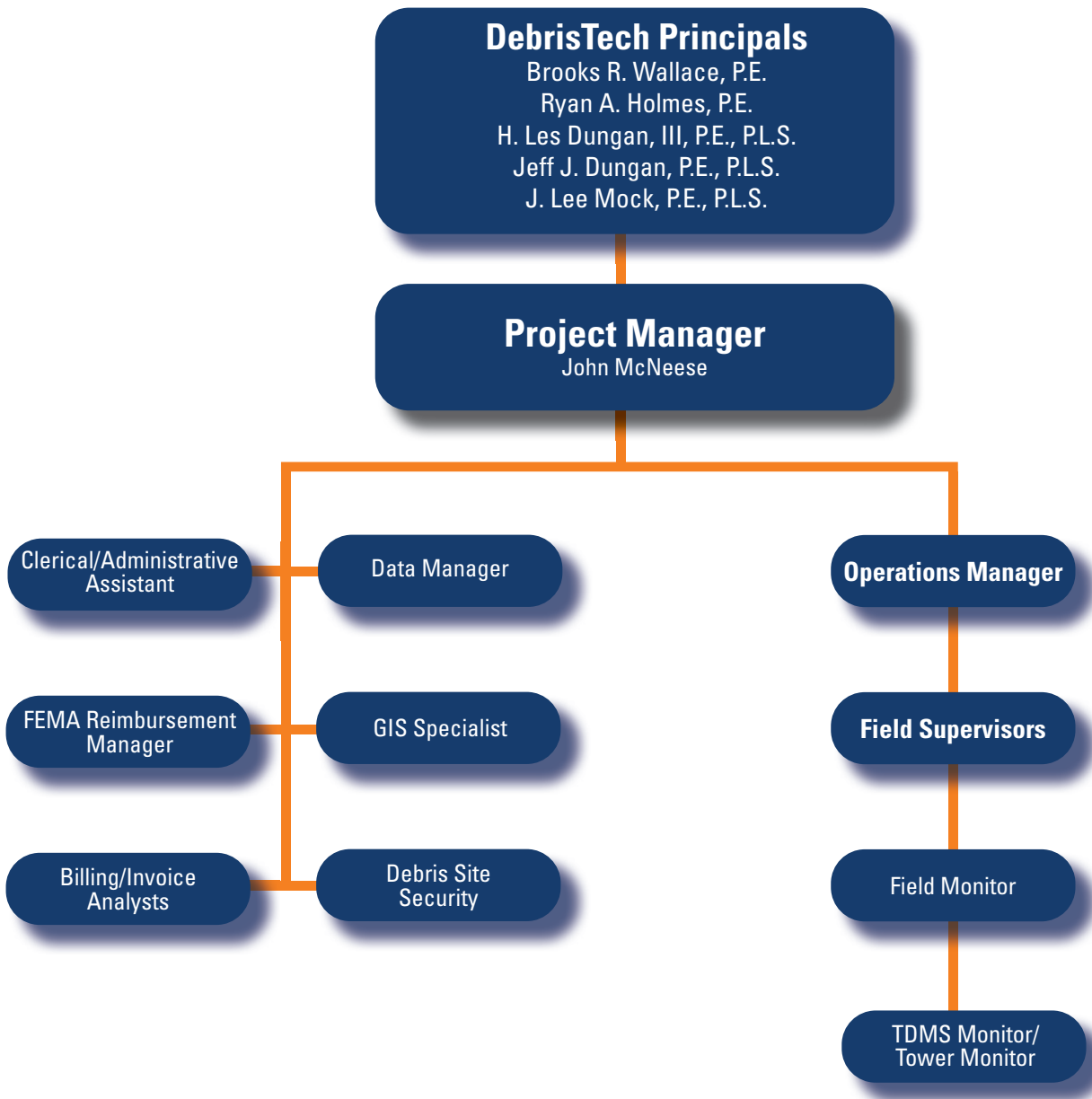
Company Fleet

DebrisTech owns a fleet of 4x4 vehicles ready to deploy and assist the Client, if activated. Each vehicle is equipped with a Starlink and supply cases to meet the needs of any activation.

Since its founding in 2010, DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications. DebrisTech is prepared to deploy as many resources as needed to meet the demand of any project required by the Client.



ORGANIZATIONAL STRUCTURE



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor. The Field Supervisor position will be staffed at one Supervisor per six Monitors.



M/WBE PARTICIPATION

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises whose specific capabilities complement our own skills for the benefit of our Clients. We have established working relationships with a number of small, women, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain contact and knowledge of the qualifications of these firms in an effort to select appropriate service providers for specific projects. DebrisTech employs Landfall Strategies, LLC to staff projects with needed local employees for larger projects. Landfall Strategies, LLC is a certified M/WBE company.

State of Florida

**Woman & Minority Business
Certification**

Landfall Strategies LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/03/2023

to

01/03/2025

J. Todd Inman

Florida Department of Management Services



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

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3. PAST PERFORMANCE



DEBRISTECH

7.10 **REFERENCE FORM**

Proposing Firm must send to three (3) references and obtain back a completed and signed Reference Form for each of proposing Firm's required three (3) references. Proposing Firm must include the required three (3) completed and signed Reference Forms within proposing Firm's proposal submission.

RFP 2023-10-01 DISASTER DEBRIS MONITORING SERVICES & FINANCIAL RECOVERY ASSISTANCE
PROPOSING FIRM'S NAME(S): DebrisTech
PROJECT NAME: Hurricane Ian
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT FOR THE PROJECT: DebrisTech
NAME ALL THE FIRMS THAT WERE SUBCONTRACTORS TO THE PROJECT AND PROVIDED SERVICES: DebrisTech did not use any subcontractors for this project. DebrisTech provided debris monitoring services.

Name of reference:	Sage Kamiya, PE, PTOE	Phone:	(941)708-5768 Ext.245
Title of reference:	Superintendent of Public Works/City Engineer	E-mail Address:	skamiya@holmesbeachfl.org
Company/Employer:	City of Holmes Beach, Florida		

Please answer the following questions regarding services provided by the proposer named above.

1. Provide detail information of the specific services the Firm provided for your Project.
DebrisTech provided debris monitoring services for the City of Holmes Beach in response to Hurricane Ian.
2. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the project.
DEBRISTECH WAS PROFESSIONAL AND EXTREMELY HELPFUL IN GETTING OUR REQUIREMENTS IN ORDER FOR FEMA



3. Provide detailed information about the Firm's response time as required by your Agreement. Where there ever any issues and why?
DEBRISTECH WAS RESPONSIVE AND TIMELY. THERE WERE NO ISSUES.

4. Rate the level of commitment of the firm toward your project. Did the firm devote the time and personnel necessary to successfully deliver the services?

☐	☐	☐	☐	☒
1 Lowest	2	3	4	Highest 5

5. Rate the firm's success at minimizing any issues.

☐	☐	☐	☐	☒
1 Lowest	2	3	4	Highest 5

6. Rate the overall performance of the firm on the contract.

☐	☐	☐	☐	☒
1 Lowest	2	3	4	Highest 5

Additional Comments:

Signature:  Date: 10/20/23

7.10 **REFERENCE FORM**

Proposing Firm must send to three (3) references and obtain back a completed and signed Reference Form for each of proposing Firm's required three (3) references. Proposing Firm must include the required three (3) completed and signed Reference Forms within proposing Firm's proposal submission.

RFP 2023-10-01 DISASTER DEBRIS MONITORING SERVICES & FINANCIAL RECOVERY ASSISTANCE
PROPOSING FIRM'S NAME(S): DebrisTech
PROJECT NAME: Hurricane Idalia
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT FOR THE PROJECT: DebrisTech
NAME ALL THE FIRMS THAT WERE SUBCONTRACTORS TO THE PROJECT AND PROVIDED SERVICES: DebrisTech did not use any subcontractors for this project. DebrisTech provided debris monitoring services.

Name of reference:	Robert Robinson	Phone:	352-543-5192
Title of reference:	Fire Chief/EM Director	E-mail Address:	rrobinson@cedarkeyfl.us
Company/Employer:	City of Cedar Key, Florida		

Please answer the following questions regarding services provided by the proposer named above.

1. Provide detail information of the specific services the Firm provided for your Project.
DebrisTech provided debris monitoring services and public assistance services in response to Hurricane Idalia
2. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the project.
We worked personally with Buck Dickinson. As far as we are concerned, Buck and DebrisTech were a godsend.



Their professionalism and effectiveness are unmatched. I also used Buck and his expertise as a consultant with the submittal process with documentation with FEMA and Florida PA. Our debris removal submittal has already been approved and reimbursements are working through the system. Our city would not be at this stage without him and his company.

3. Provide detailed information about the Firm's response time as required by your Agreement. Where there ever any issues and why?

Buck and DebrisTech were in Cedar Key and ready to work within three days of Idalia. They performed flawlessly. We haven't had any issues and they always responded in a timely manner. It didn't matter if it was for a quick question or detailed information, they were always just a phone call or email away. I would highly recommend this company.

4. Rate the level of commitment of the firm toward your project. Did the firm devote the time and personnel necessary to successfully deliver the services?

☐	☐	☐	☐	☒
1 Lowest	2	3	4	Highest 5

5. Rate the firm's success at minimizing any issues.

☐	☐	☐	☐	☒
1 Lowest	2	3	4	Highest 5

6. Rate the overall performance of the firm on the contract.

☐	☐	☐	☐	☒
1 Lowest	2	3	4	Highest 5

Additional Comments: *I would retire then is a heartbeat!*

Signature: *Paul W. Re* Date: 10/20/23

7.10 **REFERENCE FORM**

Proposing Firm must send to three (3) references and obtain back a completed and signed Reference Form for each of proposing Firm's required three (3) references. Proposing Firm must include the required three (3) completed and signed Reference Forms within proposing Firm's proposal submission.

RFP 2023-10-01 DISASTER DEBRIS MONITORING SERVICES & FINANCIAL RECOVERY ASSISTANCE
PROPOSING FIRM'S NAME(S): DebrisTech, LLC
PROJECT NAME: Town of Longboat Key - Hurricane Ian
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT FOR THE PROJECT: DebrisTech, LLC
NAME ALL THE FIRMS THAT WERE SUBCONTRACTORS TO THE PROJECT AND PROVIDED SERVICES: none

Name of reference:	Mark Richardson	Phone:	(941) 361-6411
Title of reference:	Streets, Facilities, Parks and Recreation Manager	E-mail Address:	mrichardson@longboatkey.org
Company/Employer:	Town of Longboat Key, Public Works		

Please answer the following questions regarding services provided by the proposer named above.

1. Provide detail information of the specific services the Firm provided for your Project.
DebrisTech responded within 24 hours of a Notice to Proceed and for 2 months documented the removal of 29,510 cubic yards of storm generated debris.
2. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the project.



DebrisTech was able to perform all responsibilities needed for monitoring the debris contractor removing everything from Hurricane Ian.

3. Provide detailed information about the Firm's response time as required by your Agreement. Where there ever any issues and why?

DebrisTech responded appropriately in regards to our agreement. We had no issues.

4. Rate the level of commitment of the firm toward your project. Did the firm devote the time and personnel necessary to successfully deliver the services?

☐	☐	☐	☐	☒
1 Lowest	2	3	4	Highest 5

5. Rate the firm's success at minimizing any issues.

☐	☐	☐	☒	☐
1 Lowest	2	3	4	Highest 5

6. Rate the overall performance of the firm on the contract.

☐	☐	☐	☒	☐
1 Lowest	2	3	4	Highest 5

Additional Comments:

Signature: Mark Richardson Date: 10-19-23



LITIGATION SUMMARY

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010, nor has it operated under any other name since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

a. DebrisTech certifies that neither it nor any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been a defendant in any proceedings involving or arising out of debris removal services; and

b. DebrisTech certifies that neither it or any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or the employee(s) was removed from being suspended or debarred; and

c. DebrisTech certifies that it has never had a contract, related to debris removal, canceled or terminated.

Audited financial statements will be provided directly to the Client upon direct written request. For more information, please contact our Chief Financial Officer, Daniel Baxter. dbaxter@debristech.com



COMMENDATION LETTER



City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

Fax: 904.247.6117

www.jacksonvillebeach.org



DEPARTMENT OF PUBLIC WORKS

October 22, 2018

Mr. Brooks Wallace, P. E.
Principal

DebrisTech, LLC (ARX Disaster Management, Inc)
925 Goodyear Blvd.
Picayune, MS 39466

Subject: Letter of Recommendation

I am very pleased to say that DebrisTech (Formerly ARX Disaster Management, Inc.) is currently under a five (5) year continuing service contract with the City of Jacksonville Beach to provide debris monitoring services during declared emergencies.

In 2016 and 2017 DebrisTech provided debris monitoring services resulting from Hurricanes Matthew & Irma respectively. Members of their staff were very knowledgeable and up to date with all of the FEMA guidelines and regulations, which helped facilitate both of our claims to FEMA. Whenever we had questions, DebrisTech's staff had the answers. DebrisTech's staff worked very closely with our Debris Recovery Contractor and our in-house cleanup crews to make sure all of the debris and related expenses were accounted for and were able to be retrieved after the cleanup was completed. As a result of their efforts, our claims to FEMA went through without a hitch.

Prior to the issuance of DebrisTech's contract, the City of Jacksonville Beach performed debris monitoring with its in house personnel and it turned out to be a total farce. Records were damaged, lost or forgotten and I am positive that the City of Jacksonville never came close to recovering the amount of money that they could have, if they would have had a contractor like DebrisTech to perform the necessary paperwork.

In closing, I would like to state that it has been a pleasure working with all of the members of DebrisTech and I look forward to continue to work with such a well ran organization.

Sincerely,

Dennis R. Dupries

Dennis R. Dupries
Construction Project Manager
City of Jacksonville Beach, FL 32250



COMMENDATION LETTER

City of
Neptune Beach



Andrew E. Hyatt
City Manager

October 23, 2018

To Whom It May Concern:

Re: Debris Tech

The City of Neptune Beach appreciates the efforts put forth by Debris Tech in assisting our city with the clean-up effort in the aftermath of Hurricane Irma. It is with great pleasure that I am writing this letter of recommendation on behalf of the residents of Neptune Beach, Florida.

The entire staff of Debris Tech was professional and trained properly in the reporting techniques required by FEMA. The Debris Tech staff worked closely with our debris removal team making the removal and reporting process efficient all the way to the complete removal of all storm debris. The data provided was presented in a manner that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please let me know if you have any questions regarding the services Debris Tech provided the City of Neptune Beach.

Respectfully,

Leon Smith
Director of Public Works

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 x 31 • FAX (904) 270-2526



4. PRICE PROPOSAL



DEBRISTECH

SECTION 4.0 PRICE PROPOSAL

The Town will not be responsible for expenses incurred in preparing and submitting the technical and price proposal. The Town reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the Town.

The undersigned Contractor proposes and agree, if this Proposal is accepted, to enter into an agreement with The Town of Hillsboro Beach to perform and furnish all Work as specified or indicated in the Contract Documents and in accordance with the other terms and conditions of the Contract Documents.

In submitting this proposal, the Contractor represents, as more fully set forth in the Agreement, that:

- The Contractor has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Contractor has studied carefully all specifications and requirements.
- The Contractor has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Contractor.
- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Contractor has not directly or indirectly induced or solicited any other Contractors to submit a false or sham Proposal; the Contractor has not solicited or induced any person, firm or corporation to refrain from proposing; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractors or over the Town.

ITEM #	POSITIONS	HOURLY RATE
1.	Project Manager	\$ 65.00
2.	Field Supervisor	\$45.00
3.	Field Monitor	\$34.00
4.	TDMS Monitor /Tower Monitor	\$34.00



5.	Debris Site Security	\$ 0.00
6.	GIS Specialist	\$ 0.00
7.	Billing Invoice (Load Ticket Data Entry)	\$ 0.00
8.	Data Manager	\$ 0.00
9.	FEMA Reimbursement Manager	\$ 95.00
10.	OTHER POSITION: STATE HERE: DT360, described on page 43 of this Proposal	\$ 0.00
11.	OTHER POSITION: STATE HERE: N/A	\$ 0.00
12.	Aerial Photo Package (5 Photos per Flight, different locations)	\$ 0.00
13.	Photograph Copies (Duplicate of Original Approved Photo)	\$ 0.00
14.	Additional Photographs (per photo, same flight, same location, different view)	\$ 0.00
15.	Additional location (one photo, same flight, different location)	\$ 0.00

Signature: DebrisTech's proprietary ADMS eliminates the need for many of the staffing positions normally utilized within a debris monitoring project. All positions and services billed at \$0.00 will be provided by DebrisTech's ADMS or absorbed into the overhead cost of DebrisTech, at no charge to the Town of Hillsboro Beach.

(Signature of authorized agent)

Print Name: Debra McCormick

Title: Business Manager

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF CONTRACTOR TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE CONTRACTOR TO THE TERMS OF ITS OFFER.



March 11, 2022

RE: DebrisTech, LLC

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that DebrisTech, LLC is set up for bonding with NAS Surety Group.

Our company represents DebrisTech, LLC for all their bonding needs and has found them to be an outstanding client. Based on their past experience, we will consider single jobs of \$30,000,000 with an aggregate program of \$50,000,000.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and BXS Insurance, Inc. along with their agents and owners accept no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "David R. Fortenberry", with a long horizontal stroke extending to the right.

David R. Fortenberry
Vice-President



Your Hometown Bank Since 1947

Date: March 23, 2023

Re: DebrisTech, LLC

To Whom It May Concern:

This is to confirm that the above referenced customer is a valued borrower and depositor of the bank. We have handled various financial needs of this customer since the company's inception.

The borrower currently maintains a \$3,600,000.00 business line of credit and a business demand deposit account. Both accounts are handled in a satisfactory manner.

This company is deemed to be credit worthy from every aspect of our credit underwriting and thus a level one borrower. Based on knowledge of this customer's financial strength, the borrower has the capability to finance the anticipated volume of work for a minimum of 60 days without interference or a slowdown in the work whatsoever.

With this letter, we can also confirm that the accounts held and the transactions made by the customer have all been to our satisfaction. During the transactions and operations with our bank, we have not faced any problems of any sort and would entertain future requests from this customer in a most favorable manner.

Should there be any questions, please do not hesitate to call.

David B. Hemeter, President & CEO

Email: dbhemeter@fnbop.com

Phone: 601-749-3227

FROM THE DESK OF DAVID B. HEMETER, PRESIDENT & CEO FNB PICAYUNE BANK
121 EAST CANAL ST., P. O. BOX 848, PICAYUNE, MS 39466 PHONE (601) 749-3228 FAX (601) 749-3284

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5. REQUIRED ATTACHMENTS



DEBRISTECH

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED
IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

 X

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ.

FIRMS NAME: DebrisTech, LLC

AUTHORIZED SIGNATURE: 

DATE: 11-12-23

TITLE OF OFFICER: Debra McCormick, Business Manager



SECTION 6.0 QUALIFICATION STATEMENT

Check one:

Submitted By:	DebrisTech, LLC	☐ Corporation
Name:	Debra McCormick	☐ Partnership
Address:	923 Goodyear Blvd.	☐ Individual
City, State, Zip	Picayune, MS 39466	☒ Other
Telephone No.	601-658-9598	Limited Liability Company
Fax No.	601-658-9656	

1. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

Sunbiz #M16000003962, document attached

2. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

3. State the name of the individual who will have personal supervision of the work:

John McNeese, Senior Project Manager

5. References for which your firm has provided or has an active contract for Disaster Debris Monitoring Services within the past five (5) years:

Agency Name: Jefferson County, FL
 Contact Name: Shannon Metty, County Manager
 Phone No.: 850-997-3083
 Email: smetty@jeffersoncountyfl.gov
 Contract Term date: Project Dates: Sep to Nov 2023

Agency Name: City of Cedar Key, FL
 Contact Name: Robert Robinson, Fire Chief
 Phone No.: 352-543-5192
 Email: rrobinson@cedarkeyfl.us

Contract Term date: Project Dates: Sep to Nov 2023

Agency Name: City of Holmes Beach, FL

Contact Name: Sage Kamiya, Superintendent of Public Works

Phone No.: 941-708-5768 ext. 245

Email: skamiya@holmesbeachfl.org

Contract Term date: Oct to Nov 2022

6. State the name of independent debris removal contractors that your firm has successfully monitored debris hauling with in the past:

DRC, Ceres, AshBritt, SDR, TFR, Looks Great Services and Custom Tree Care are a few of the dozens of debris haulers we have successfully worked with in the past.

7. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If subcontracts are to be let, which affirmative steps, according to §200.321 will you take to meet the steps in paragraphs (b)(1) through (5) of this section.

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises whose specific capabilities complement our own skills for the benefit of our Clients. We have established working relationships with a number of small, women, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain contact and knowledge of the qualifications of these firms in an effort to select appropriate service providers for specific projects. DebrisTech employs RMK Consulting, LLC to staff projects with needed local employees for larger projects. RMK Consulting, LLC is a certified M/WBE company.



11/13/23, 4:44 PM

Detail by Entity Name

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /**Detail by Entity Name**

Foreign Limited Liability Company
DEBRISTECH, LLC

Filing Information

Document Number	M16000003962
FEI/EIN Number	27-3362906
Date Filed	05/18/2016
State	MS
Status	ACTIVE

Principal Address

925 Goodyear Boulevard
Picayune, MS 39466

Changed: 04/24/2021

Mailing Address

925 Goodyear Boulevard
Picayune, MS 39466

Changed: 04/24/2021

Registered Agent Name & Address

NRAI SERVICES, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail**Name & Address**

Title Manager, Member

Wallace, Brooks R.
925 Goodyear Boulevard
Picayune, MS 39466

Annual Reports

Report Year	Filed Date
2021	04/24/2021
2022	03/29/2022
2023	03/01/2023

<https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=DEBRISTECH M1600...> 1/2



11/13/23, 4:44 PM

Detail by Entity Name

Document Images

03/01/2023 -- ANNUAL REPORT	View image in PDF format
03/29/2022 -- ANNUAL REPORT	View image in PDF format
04/24/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- ANNUAL REPORT	View image in PDF format
03/28/2019 -- ANNUAL REPORT	View image in PDF format
03/13/2018 -- ANNUAL REPORT	View image in PDF format
09/01/2017 -- ANNUAL REPORT	View image in PDF format
05/18/2016 -- Foreign Limited	View image in PDF format

**7.1 NON - COLLUSION AFFIDAVIT**

STATE OF MISSISSIPPI)

COUNTY OF PEARL RIVER)

The undersigned being first duly sworn as provided by law, deposes, and says:

This Affidavit is made with the knowledge and intent that it is to be filed with the **Town of Hillsboro Beach** Commission and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Bid.

The undersigned is authorized to make this Affidavit on behalf of,

DebrisTech, LLC

(Name of Corporation, Partnership, Individual, etc.)

a. Limited Liability Company, formed under the laws of MS
(Type of Business) (State)of which he is Business Manager
(Sole Owner, Partner, President, etc.)Neither the undersigned nor any person, firm, or corporation named in above Paragraph 10.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the City, also that no head of any department or employee therein, or any officer of the **Town of Hillsboro Beach, Florida** is directly interested therein.

This Bid is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 10.2 has not colluded, conspired, connived or agreed directly or indirectly with any proposers or person, firm or corporation, to put in a sham Bid, or that such person, firm or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Bid or Bids of any other proposers; and all statements contained in the Bid or Bids described above true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 10.2, has directly or indirectly submitted said Bid or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Debra McCormick
AFFIANT'S NAMEBusiness Manager
AFFIANT'S TITLETAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 13th day of November, 2023Personally Known X or Produced Identification _____;

Type of identification _____

(Affix seal here)

Lacey Lee
NOTARY PUBLIC (name printed or typed)



7.2 PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

11.1. This sworn statement is submitted to Town of Hillsboro Beach

by Debra McCormick, Business Manager
[print individual's name and title]

for DebrisTech, LLC
[print name of entity submitting sworn statement]

whose business address is:

923 Goodyear Blvd., Picayune MS 39466

and (if applicable) its Federal Employer Identification number (FEIN) is 27-3362906.
(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

11.2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

11.4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

- a.) predecessor or successor of a person convicted of a public entity crime; or
- b.) Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair



market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

11.5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

11.6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **has been charged** with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Signature)

Debra McCormick

(Printed Name)

Business Manager

(Title)

Sworn to and subscribed before me this 13th day of November, 2023, by _____

(AFFIX NOTARY STAMP HERE)



Signature: _____

Lacey Lee

Personally Known X OR Produced Identification _____



7.3 EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: Debra McCormick

Title: Debra McCormick, Business Manager

Firm: DebrisTech, LLC

Address: 923 Goodyear Blvd., Picayune, MS 39466

7.4 CONFLICT OF INTEREST**CONFLICT OF INTEREST STATEMENT**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Town of Hillsboro Beach or its agencies.

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

BEFORE ME, the undersigned authority, personally appeared Debra McCormick, who was duly sworn, deposes, and states:

18.1. I am the Business Manager of DebrisTech, LLC with a local office in Tallahassee, FL and principal office in Picayune, MS.

18.2. The above named entity is submitting a Bid for the **Town of Hillsboro Beach**, Bid No. 2023-10-01 described as: **Golden Shores Street Lighting**. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

18.3 The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

18.4 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

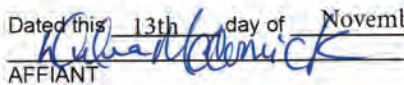
18.5 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

18.6 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

18.7 I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the **Town of Hillsboro Beach**.

18.8 I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the **Town of Hillsboro Beach**.

18.9 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the **Town of Hillsboro Beach**.

Dated this 13th day of November, 2023, 2022.
 Debra McCormick, Business Manager
 AFFIANT Print or Type Name and Title

Sworn to and subscribed before me this 13th day of November, 2023, 2022.
☒ Personally Known _____ OR _____
☐ Produced Identification _____ Type of Identification _____

NOTARY PUBLIC STATE OF MISSISSIPPI

Lacey Lee

7.6 ANTI-KICKBACK**ANTI-KICKBACK AFFIDAVIT**

STATE OF MISSISSIPPI)
)
 COUNTY OF PEARL RIVER)

I, the undersigned, hereby duly sworn and depose say that no portion of this sum herein Bid will be paid to any employees of the Town of Hillsboro Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Debra McCormick

Title: Business Manager

The foregoing instrument was acknowledged before me this 13th day of November, 2023, by Debra McCormick [name of person], as Business Manager [type of authority], for Debra McCormick [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE



Lacey Lee
Notary Public – State of MISSISSIPPI
Lacey Lee
 Print or Type Commissioned Name

Personally Known X OR Produced Identification _____
 Type of Identification Produced _____



7.7 CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, Debra McCormick, on behalf of DebrisTech, LLC,
Print Name Company Name

certifies that DebrisTech, LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Debra McCormick
Signature

Debra McCormick, Business Manager
Title

11-13-23
Date

7.8 E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

DebrisTech, LLC

Company Name

Debra McCormick

Offeror Signature

11-13-23

Date

Debra McCormick

Print Name

Business Manager

Title

27-3362906

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this 13th day of November, 2023.

By Lacey Lee

☒ Is personally known to me

☐ Has produced identification (type of identification produced: _____)

Lacey Lee

Signature of Notary Public



Print or Stamp of Notary Public

June 7, 2026

Expiration Date

7.5 DISPUTE DISCLOSURE**DISPUTE DISCLOSURE FORM**

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

19.1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X _____

19.2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X _____

19.3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

DebrisTech, LLC

Firm

Debra McCormick
Authorized Signature

11-13-23

Date

Debra McCormick, Business Manager

Print or Type Name and Title

7.9 LEGAL PROCEEDINGS FORM

Proposing Firm **must** provide items a - e with response. Provide all applicable documents per category checked as an attachment. Firm must ensure response is addressing by title for each item a-e below. If an item(s) is not applicable, Firm must check off as applicable stating "N/A" and authorized officer to provide signature.

1. Arbitrations: List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties and the ultimate resolution of the proceeding.
☐ Check here and provide documentation ☒ Check here if Not Applicable (N/A)
2. Lawsuits: List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.
☐ Check here and provide documentation ☒ Check here if Not Applicable (N/A)
3. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution.
☐ Check here and provide documentation ☒ Check here if Not Applicable (N/A)
4. Bankruptcies: Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).
☐ Check here and provide documentation ☒ Check here if Not Applicable (N/A)
5. Settlements: Identify all settlements for your Firm in detail in the last five (5) years.
☐ Check here and provide documentation ☒ Check here if Not Applicable (N/A)

I, Debra McCormick, Business Manager
 Name of Authorized Officer Title

of DebrisTech, LLC
 Name of Firm as it appears on

I hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Debra McCormick
 Signature of Authorized Officer

Debra McCormick
 Print Name of Authorized Officer



ATTACHMENT C

FEDERAL PROVISION COMPLIANCE



This Exhibit is hereby incorporated by reference into the main solicitation.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICATION

This solicitation is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, proposers shall comply with the clauses as enumerated below. Proposer shall adhere to any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR, 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this Solicitation as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this Solicitation. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the City as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the Procurement. In the event of any conflict between the terms and conditions of this Attachment and the terms and conditions of the remainder of the Procurement, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Procurement the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): To the extent applicable, proposer must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): The proposer must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal, County and/or City policies.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Proposer acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this solicitation. The Proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): The Proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If



subcontracts are to be let, prime proposer will require compliance by all sub-contractors. Prior to contract award, the proposer shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): During the performance of this Contract, the proposer agrees as follows: (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer 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) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Proposer will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Proposer 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) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Proposer'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 Proposer 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) Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (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 Proposer 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 Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

SEE EXHIBIT H TO THE ITB FOR THE COMPLETE NOTICE

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): If applicable to this solicitation, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): If applicable to this Solicitation, proposer shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this solicitation. Proposers are 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.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance 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 is required to 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Proposer agrees to 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).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Proposer certifies that it and its principals, if applicable, are not presently debarred or suspended by any



Federal department or agency from participating in this transaction. Proposer now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The proposer agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Proposer must file the required certification, attached to the procurement. 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. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Please contact the City for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247): Proposer 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 during 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.

Access to Records and Reports: Proposer will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, State of Florida, the City, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

Termination for Default (Breach or Cause): If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Any Awarded Contract may be terminated by the City in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Proposers will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): The City will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Proposer shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Proposer will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Proposer from (1) engaging in severe forms of trafficking in persons during the period of time that the resulting contract is in effect; (2) procuring a commercial sex act during the period of time that the resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by the City for Consultant's violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): All iron, steel, manufactured products and construction materials used under a



federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with the City for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):

Proposer and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): An employee of Proposer and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):

In accordance with FFATA, the Proposer shall, upon request, provide the City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):

The Proposer shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: Proposer must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: The Proposer shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

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

The Business Manager, Debra McCormick [insert name of the signator] on behalf of DebrisTech, LLC the Proposer is authorized to sign below and confirm the proposer is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 11-13-23

SIGNATURE: 

COMPANY: DebrisTech, LLC

NAME: Debra McCormick

ADDRESS: 923 Goodyear Blvd.
Picayune, MS 39466

TITLE: Business Manager

E-MAIL: debra@debristech.com

PHONE 601-658-9598



MEMORANDUM OF ACTIONS BY
THE MANAGER OF DEBRISTECH, LLC

The following resolutions have been adopted by the Manager of Debristech, LLC, a Mississippi limited liability company (the “Company”), as evidenced by the signature of the Manager of the Company affixed to this Memorandum, effective as of the 11th day of January, 2021:

Appointment of Authorized Representative:

WHEREAS, Section 5.2 of the Limited Liability Company Agreement of the Company authorizes the Manager to do and perform all other acts as may be necessary or appropriate to the conduct of the Company’s business.

RESOLVED: That it would be in the best interest of the Company and its Manager to appoint an authorized representative of the Company to sign responses to certain “Requests for Proposals” (“RFPs”) on behalf of the Company in the absence of the Manager and perform such other duties in connection therewith.

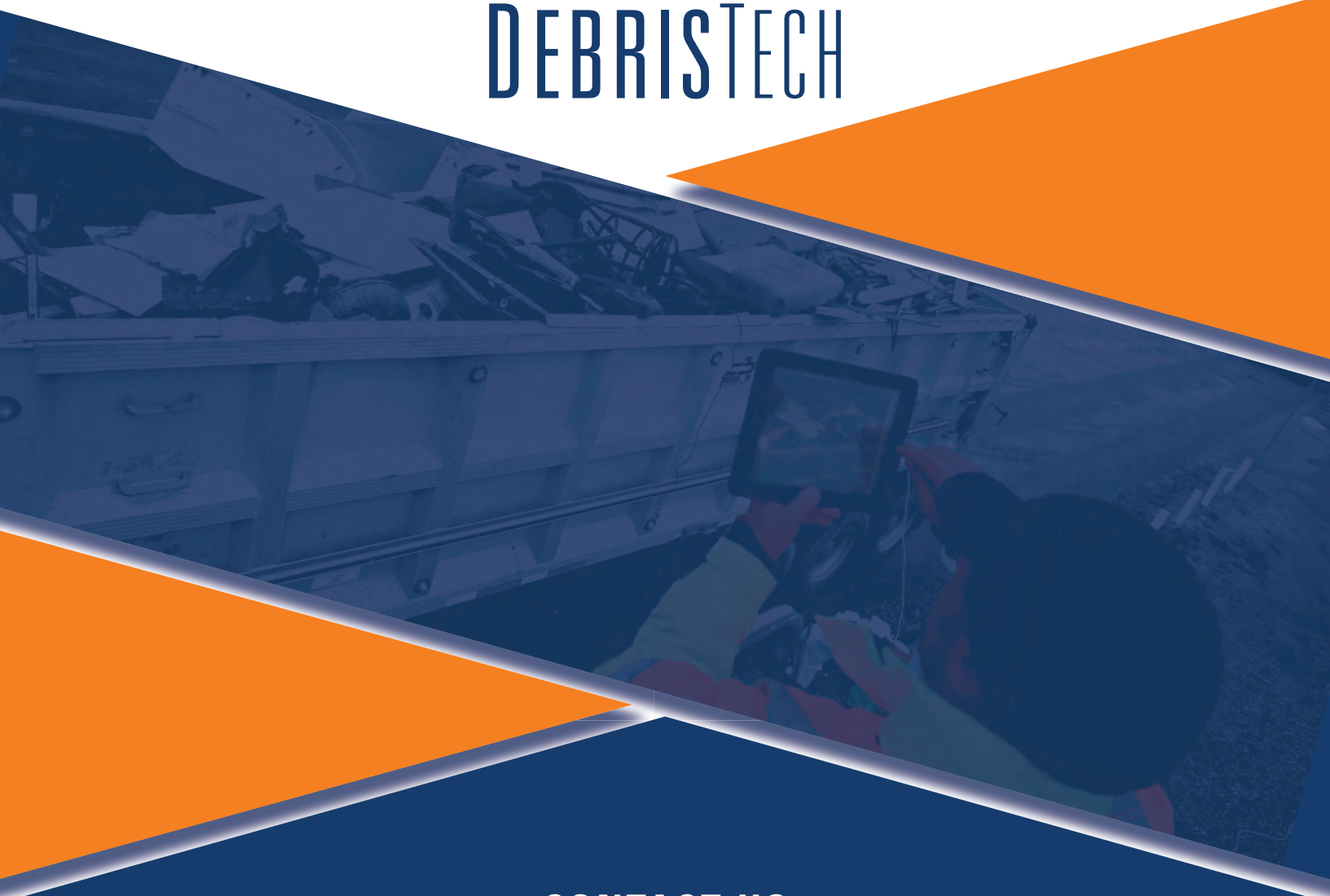
RESOLVED: That Debra McCormick is hereby appointed by the Manager to serve as an authorized representative of the Company for the purpose of signing responses to RFPs on behalf of the Company until such authority is revoked by the Manager.

THE UNDERSIGNED MANAGER, BEING THE SOLE MANAGER OF DEBRISTECH, LLC, DOES HEREBY EXPRESSLY RATIFY AND APPROVE THE FOREGOING ACTIONS EFFECTIVE AS OF JANUARY 11, 2021.

BROOKS R. WALLACE
Sole Manager



DEBRISTECH



CONTACT US

DebrisTech.com

601-658-9598

335 N. Monroe St., Tallahassee FL 32301



**REQUEST FOR PROPOSALS
DISASTER DEBRIS MONITORING SERVICES &
FINANCIAL RECOVERY ASSISTANCE**

RFP 2023-10-01

Date of Issue: Monday, October 16, 2023

Deadline for Questions: 5:00 PM, Tuesday, November 7, 2023

Responses Due no later than: 10:00 AM Tuesday, November 14, 2023



NOTICE TO PROPOSERS

RFP 2023-10-01

DISASTER DEBRIS MONITORING SERVICES & FINANCIAL RECOVERY ASSISTANCE

The Town of Hillsboro Beach is seeking a qualified firm to provide emergency debris monitoring services and financial recovery assistance and the associated management and accounting services that are required during any emergency. Such events include but is not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks.

All proposals must be received **no later than Tuesday, November 14, 2023 at 10:00 a.m.** at which time all Bids will be publicly opened. Proposals must be submitted electronically through DemandStar.com <https://network.demandstar.com> by the date and time stated above. Any proposals received after the due date and time specified will not be considered.

PROJECT OVERVIEW

The successful contractor shall be responsible for monitoring the recovery efforts of the Town's Debris Management Contractor (DMC) in the field in accordance with Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring of debris collection, Temporary Debris Storage and Reduction Sites (TDSR Sites), and residential debris Drop-off Sites, as well as data reporting and other related services.

The request for Proposal documents may be downloaded online at www.demandstar.com. Electronic Proposals will only be accepted when submitted through DemandStar's Bid portal. Emailed submissions will not be accepted.

The Town of Hillsboro Beach encourages all segments of this business community to participate in its procurement opportunities, including small business, minority/women owned businesses, and disadvantaged business enterprises. The Town does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

All questions and/or comments regarding this request for proposal should be directed to the Procurement Manager at the following email at procurement@Townofhillsborobeach.com. All inquiries must reference **"RFP No. 2023-10-01 – "DISASTER DEBRIS MONITORING SERVICES & FINANCIAL RECOVERY ASSISTANCE"** in the subject line. No phone calls will be accepted in reference to this RFP. The deadline to submit questions is Tuesday, November 7, 2023, at 5:00 p.m.

The Town reserves the right to accept or reject any and all RFPs in whole or in part, to waive informalities in the RFP documents, to obtain new RFPs, to postpone the opening of RFPs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFP and proceed by whatever appropriate means it may elect.

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1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of bids for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Consultant and the Consultant's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Manager and/or Town Commission.

Contract: The written agreement between the Town and the Proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposes, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: Town of Hillsboro Beach Manager or designee or duly authorized representative designated to manage the Contract.

Consultant: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with Town of Hillsboro Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Consultant to the Town's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with Town of Hillsboro Beach.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Nonexcusable Delay to be determined by the Town's Contract Manager.

Owner: The term Owner as used in this Contract shall mean the Town of Hillsboro Beach.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Performance and Payment Bonds: Bonds executed by the Consultant and his Surety, assuring that the Consultant will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Consultant with labor, materials, or supplies, used directly or indirectly by the Consultant in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Consultant to fulfill the Consultant's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The Town's authorized representative designated to manage the Project.

Proposal Form: The form on which proposals are submitted

Scope of Service: Document which details the work to be performed by the Proposer.

Subcontractor or Sub-consultant: Any person, entity, firm, or corporation, other than the employees of the Consultant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Consultant and whether or not in private of Contract with the Consultant.

Town: A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Commission consisting of a Mayor, a Vice Mayor and three (3) Town Commission members.

Town Manager: The Manager of Town of Hillsboro Beach, Hillsboro Beach, Florida.

The words **“Work”, “Services”, “Program”, or “Project”**: All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words **“Directed”, “Required”, “Permitted”,**

“Ordered”, “Designated”, “Selected”, “Prescribed”, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Contract Manager; and similarly the words **"approved", "acceptable", "satisfactory", "equal", "necessary",** or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Contract Manager. In resolving disputes and in all respects the Town Manager's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. To get solicitation document, specifications and updates go to: <https://DemandStar.com>

1.3 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the Proposer.

1.4 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be electronically submitted via DemandStar.com by the due/time specified. Late bids will not be accepted.

1.5 ADDENDA

The Town may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to

be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure

receipt of all addenda and any accompanying documents.

Proposer(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Town

may waive this requirement in its best interest.

1.6 REJECTION OF PROPOSAL

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.7 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the Proposal opening.

1.8 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and time will be considered timely. Proposal and modifications received after the time set for the Proposal opening will be rejected as late.

1.9 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the Proposal form.

1.10 GOVERNMENT RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the Town at once. The Town reserves the right to accept the alteration or cancel the Contract at no expense to the Town.

1.11 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall

be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town Manager: Town of Hillsboro Beach
Office of the Town Manager
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

and,

To the Town Attorney:

Donald J. Doody, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

To the Consultant:

1.12 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract.

1.13 INVOICING/PAYMENT

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after Notices will be sent to the Proposer at the e-mail address and to the person listed in the Proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.14 EMPLOYEES

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of Town of Hillsboro Beach. The Proposer shall supply competent and physically capable employees and the Town is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

1.15 AWARD OF PROPOSAL

The Town shall compensate the Consultant for the services performed. Compensation shall be based on per unit cost and direct labor hours at specified hourly rates, including labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs.

The Town also reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the process.

- A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.
- B. Responsiveness: In order to be considered responsive to the solicitation, the firm's Proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

1.16 PROTESTS

- A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the ("Proposer")) who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RPP may protest to the Town Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the RPP.
- B. Any protest concerning the RPP specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Town Manager and Town Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RPP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms. The Town may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff

time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

- C. Authority to resolve protests. The Town Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RPP.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Town Manager and the Town Attorney, or their respective designees, shall certify whether the submission of the response to the RPP in question is responsive. The parties to the protest shall be bound by the determination of the Town Manager and the Town Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Town Manager and the Town Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Town Manager, the Town Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Broward County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Town and attorney's fees incurred by the Town in defense of such wrongful action.
- F. Distribution. A copy of each decision by the Town Manager and the Town Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the Town shall not proceed further with the solicitation or with the award pursuant to the RPP unless a written determination is made by the Town Manager, that the award pursuant to the RPP must be made without delay in order to protect a substantial interest of the Town.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Town concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the Town Manager's written recommendation for award of the RPP is presented

at a meeting of the Mayor and Town Commission, the Town Attorney, or designee, shall present a report to inform the Mayor and Town Commission of any legal issues relative to any protest filed in connection with the RPP in question.

- K. The determination of the Town Manager and the Town Attorney with regards to all procedural and technical matters shall be final.

1.17 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded Proposer.

1.18 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently, and his/her Proposal(s) rejected for:

Poor performance or default, in the Town's opinion, on previous contracts with the Town. Poor performance or default, in the Town's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.19 SUBCONTRACTING

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the Town. The Proposer shall furnish in writing to the Town the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the Town has made reasonable and timely objection. The final Subcontractors list shall be presented to the Town.

1.20 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Town and Town's approval.

1.21 DEBARRED OR SUSPENDED PROPOSERS

The Proposer or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal Town or agency.

1.22 COLLUSION

The proposer, by affixing his signature to this Proposal, agrees to the following: "Proposer certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation, making a Proposal for the same items, or the initiating Town Town, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal

action."

1.23 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Consultant is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

A. The Consultant shall be liable and responsible for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

The Consultant shall be solely responsible for determining and informing the Town whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Consultant shall enter into agreements with all suppliers and subcontractors at the Consultant's own risk. The Town may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

1.24 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information

submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this RPP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Town shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a Proposal/response non-responsive.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELE:954-427-4011, E-MAIL: SHENDERSON@TOWNOFHILLSBOROBEACH.COM, AND MAILING ADDRESS: TOWN OF HILLSBORO BEACH TOWN HALL 1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062.

1.25 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Proposer to comply with the particular term and/or condition of the RPP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RPP.)

1.26 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the Town and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes.

1.26.1 Indemnification and Insurance:

1.26.1.1 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Town guarantees the payment of all just claims for materials,

supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

1.26.1.2 To the extent provided by law, Town of Hillsboro Beach shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Town of Hillsboro Beach, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Town of Hillsboro Beach hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Town of Hillsboro Beach's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by

Town of Hillsboro Beach to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Town of Hillsboro Beach to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

1.26.1.3 Town of Hillsboro Beach agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or sub consultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, Consultant shall indemnify, defend, and hold harmless the Town of Hillsboro Beach and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant.

The foregoing indemnification shall not constitute a waiver of the Department's or Town of Hillsboro Beach's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Consultant to indemnify Town of Hillsboro Beach for the negligent acts or omissions of Town of Hillsboro Beach, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

1.27 COPELAND "ANTI-KICKBACK"

Consultant and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Town of Labor regulations (29 CFR Part 3).

1.28 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding

such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.29 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.30 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.31 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.32 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.33 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form with their Proposal.

1.34 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your Proposal being declared non-responsive; provided, however, that the low Proposer may be given the

opportunity to submit the form to the Town within five (5) calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

1.35 ACCESS TO RECORDS

The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. In accordance with Subsection 20.055 (5)(c), F.S., the Inspector General and staff shall have access to any records, data, and other information of the Agency deemed necessary to carry out his or her duties. The Consultant agrees to make available to the Town Auditor or the Town Auditor's designee, during normal business hours and in Broward, Miami- Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Consultant shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for five (5) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Town of State, whichever is later.

1.36 BEST INTEREST OF TOWN OF HILLSBORO BEACH

Town of Hillsboro Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

1.37 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Proposer shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the Town the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by Town of Hillsboro Beach.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town.

The selected firm shall provide a Certificate of Insurance listing Town of Hillsboro Beach and the Florida Department

of Transportation as "Certificate Holder" and "Town of Hillsboro Beach and the Florida Department of Transportation" is Additional Insurance as respect to coverage noted."

The certification or proof of insurance must contain a provision for notification to the Town thirty (30) days in advance of any material change in coverage or cancellation.

A. WORKER'S COMPENSATION INSURANCE

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Town of Hillsboro Beach and its agents, employees and officials. The Consultant further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. LIABILITY INSURANCE

- a. Naming Town of Hillsboro Beach and Florida Department of Transportation as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

C. COMPREHENSIVE GENERAL LIABILITY

Insurance including, but not limited to, Independent, Consultant, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY

Insurance covering owned, hired, and non-owned

vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

D. WAIVER OF SUBROGATION

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

E. DEDUCTIBLE

Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

F. FAILURE TO MAINTAIN COVERAGE

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

NOTE: TOWN OF TOWN OF HILLSBORO BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

1.38 PERFORMANCE AND PAYMENT BOND:

If a performance bond is required in Special Conditions, the Contractor shall provide a bond in the amount as indicated.

1.39 ELECTRONIC SUBMITTAL

Respondents shall submit all proposal documents electronically through www.demandstar.com.

The Town is not under any obligation and does not guarantee that prospective Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Prospective Proposers are responsible for checking the DemandStar.com website for information and updates concerning solicitations. It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

1.40 DISCLAIMER

Town of Hillsboro Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RPP; postpone or cancel at any time this RPP process; or waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to Town of Hillsboro Beach's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of Town of Hillsboro Beach, to be the most qualified, shall be submitted to Town of Hillsboro Beach Commission, and the final selection will be made thereafter with a timetable set solely by Town of Hillsboro Beach. The selection by Town of Hillsboro Beach shall be based on the RPP, which is, in the sole opinion of the Town Commission, in the best interest of Town of Hillsboro Beach. In all cases Town of Hillsboro Beach shall have no liability to any Proposal for any costs or expense incurred in connection with this RPP.

1.41 CONFIDENTIALITY

As a political subdivision, Town of Hillsboro Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of Town of Hillsboro Beach's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.42 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only

by a written amendment duly executed by both parties hereto and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described, and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Contract Manager.

The Proposer acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.43 PAYMENT FOR SERVICES / AMOUNT OBLIGATED

The Proposer warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The Town shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and experienced, and licensed the Proposer.

All Services undertaken by the Proposer before Town's approval of this Contract shall be at the Proposer's risk and expense.

1.44 PROPOSALS FIRM FOR ACCEPTANCE:

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the Town for a period of one hundred twenty (120) days from the date of Proposal

opening unless otherwise stated in the RPP.

1.45 MANNER OF PERFORMANCE

- A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Proposer in all aspects of the services. At the request of the Town, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Consultant agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.
- B. The Proposer agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.
- C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Proposer shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

The Proposer shall comply with all provisions of all Federal, State, and local laws, Statutes, Ordinances, and regulations that are applicable to the performance of the Agreement.

1.46 INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under the Agreement, an independent Consultant, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the Town shall be that of an independent Consultant and not as employees and agents of the Town.

The Consultant does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.47 AUTHORITY OF THE TOWN'S PROJECT MANAGER

- A. The Consultant hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Proposer shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Consultant agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
 - a. In the event of such dispute, the parties to the Agreement authorize the Town Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the

Town Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Manager within 10 days of the occurrence, event or act out of which the dispute arises. The Town Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.

- b. All such disputes shall be submitted in writing by the Consultant to the Town Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.
- c. The Town Manager shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Consultant and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.48 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Consultant, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs and

attorney's fees from the Consultant.

1.49 QUALITY ASSURANCE / QUALITY ASSURANCE RECORD KEEPING

The Consultant shall maintain, and shall require that its subcontractor and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Consultant and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of five (5) years from the expiration date of the Agreement and any extension thereof.

1.50 SUBSTITUTION OF PERSONNEL

In the event the Consultant wishes to substitute personnel for the key personnel identified by the

Consultant's Proposal, the Consultant must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.51 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Consultant understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Town were provided to the Consultant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Consultant. The Consultant accepts all risks associated with using this information.

1.52 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.53 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation, or material misstatement.
- B. The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town. Such individual, corporation or other entity shall be

responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- C. Consultant acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town, the receipt and adequacy of which is hereby acknowledged by Consultant is given specific consideration to Consultant for Town's right to terminate this Agreement for convenience.
- D. The Town, through its Town Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving effective within fifteen (15) days following receipt by the Consultant of such notice. If the Contract is terminated for convenience by the Town, the Consultant shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement may be debarred from Town contracting in accordance with the Town debarment procedures. The Consultant may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Consultant and in such event:

- F. The Consultant shall, upon receipt of such notice, unless otherwise directed by the Town:
1. Stop work on the date specified in the notice ("the Effective Termination Date").
 2. Take such action as may be necessary for the protection and preservation of the Town's materials and property.
 3. Cancel orders.
 4. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town exercises its right to terminate the Agreement pursuant to this Article the Consultant will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

1.54 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Consultant has not delivered deliverables on a timely basis.
 2. The Consultant has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
 3. The Consultant has failed to make prompt payment to subcontractors or suppliers for any Services.
 4. The Consultant has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or if the Consultant's affairs have been put in the hands of a receiver.
 5. The Consultant has failed to obtain the approval of the Town where required by the Agreement.
 6. The Consultant has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Consultant has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the Town may request that the Consultant, within the time frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Consultant's ability to perform in accordance with terms of the Agreement. Until the

Town receives such assurances the Town may request an adjustment to the compensation received by the Consultant for portions of the Services which the Consultant has not performed. In the event that the Consultant fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement.
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Town shall terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.55 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.56 PROPRIETARY RIGHTS

- A. The Proposer hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Proposer hereunder or furnished by the Proposer to the Town and/or created by the Proposer for delivery to the Town, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the Town, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Proposer to meet

official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.
- C. Accordingly, neither the Proposer nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Town, except as required for the Proposer's performance hereunder.

1.57 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. All Consultants and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- E. Florida Building Code (FBC).
- F. Notwithstanding any other provision of the

Agreement, Consultant shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Consultant, constitute a violation of any law or regulation to which Consultant is subject, including, but not limited to, laws and regulations requiring that Consultant conduct its operations in a safe and sound manner.

- G. Neither Town of Hillsboro Beach nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of Town of Hillsboro Beach or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to Town of Hillsboro Beach, Town of Hillsboro Beach, with prior approval of the Florida Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by Town of Hillsboro Beach or the locality relating to such contract, subcontract or arrangement.

1.58 FORCE MAJEURE

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the Town or Proposer 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 cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.59 NONDISCRIMINATION

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm

affiliated with or related to the Proposer is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Consultant violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.60 CONFLICT OF INTEREST/COVENANT AGAINST CONTINGENT FEES:

The Proposer warrants that no person or agency has been employed or retained to solicit or obtain this contract upon agreement or understanding for a contingent fee.

Further, the Proposer represents that:

No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

- A. There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a Proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Consultant or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.

- B. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the Town Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

- C. The provisions of this Article are supplemental to, not

in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

- D. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the Town's Attorney. Proposer shall thereafter cooperate with the Town Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

1.61 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, subcontractors, and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any Consultant, Town, board, agency, Commission or other organization
or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
- C. Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the Town, except as may be required by law.

1.62 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Proposer has with the Town, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.63 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by,

and construed in accordance with, the laws of the State of Florida. Venue shall be in Broward County and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.64 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Proposer and the Town under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

1.65 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the Town as duly authorized expressions on behalf of Proposer.

1.66 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Town elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the Town's Proposer lists, and prohibition from engaging in any business with the Town.

1.67 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the 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 the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town 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.

1.68 E-VERIFY

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Town of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of:

- (a) all persons employed during the contract term by

the Consultant to perform employment duties within Florida; and

- (b) all persons (including subcontractors) assigned by the Consultant to perform work pursuant to the contract with the State agency.

1.69 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

1.70 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.71 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Town of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

1.72 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that

the Town will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Town's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected.

2.3 CONTRACT TERM

The contract term shall be for a three year term with two one year renewals and shall commence upon final execution of the contract by the Town and shall.

2.4 UNAUTHORIZED WORK

The Successful CONTRACTOR(s) shall not begin work until a Contract has been awarded by the Town Commission and a notice to proceed has been issued. CONTRACTOR(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the CONTRACTOR(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the CONTRACTOR(s) from commencing the work once the Town Commission has awarded the contract and notice to proceed is issued.

If the Proposer is awarded a contract under this solicitation, the price agreed between the Town and the selected Proposer shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and authorization of the Town.

2.5 REQUESTS FOR INFORMATION

For Requests for Information (RFI) prior to the Proposal opening, the Proposer is to follow this procedure. For information concerning specifications please contact

procurement@townofhillsborobeach.com. Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RPP.

2.6 PROPOSER AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Proposer is an independent CONTRACTOR and not an agent of Town. The Proposer shall not pledge or attempt to pledge the credit of Town or in any other way attempt to bind the Town.

2.7 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.8 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to Town personnel at any time upon request. The Town reserves the right to request the same of Subcontractors.

2.9 REQUIRED LICENSES AND CERTIFICATIONS

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

2.10 PERFORMANCE AND PAYMENT BOND

A \$500,000 Payment and Performance Bond will be required if the contract is called upon due to a debris generating disaster. This bond shall be with a Surety insurer authorized to do business in the State of Florida. In place of the bond, an irrevocable letter of credit from a qualified lending institution for \$500,000 may be submitted.

2.11 FEDERAL CONTRACT PROVISIONS

1. 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)):

a) 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. 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.

b) 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.

c) 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.

d) 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.

e) 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.

f) 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.

2. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

Not applicable to this Contract; applicable only for prime construction contracts in excess of (\$2,000.) 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.

3. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(Not applicable to this Contract; applicable only for prime construction contracts in excess of \$2,000.) 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 COUNTY 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 COUNTY must report all suspected or reported violations to the appropriate Federal agency.

A. CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

B. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontract 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.

C. 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.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701- 3708)

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) 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.

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR§200.326 Appendix II to Part 200 (F))

(Not applicable to this Contract.) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient 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 sub recipient 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.

6. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2CFR §200.326Appendix 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).

7. 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.

8. 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.

9. 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.

10. 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).

**11. 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 Town's request.

**2.12 LIQUIDATED DAMAGES (in accordance
with 2 CFR §200.326 Appendix II to Part 200 (A))**

1. The work to be performed under this Contract shall be commenced as detailed in the Specifications. As a breach of contract would cause a substantial delay in the completion of the required services which affect the safety and welfare of the public, the Town hereby incorporated the following liquidated damages.

2. These amounts are not a penalty but liquidated damages to the Town. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the TOWN as a consequence of such delay. Vendor acknowledges and agrees that damages to TOWN from untimely completion are extremely difficult to determine, and accordingly, the Vendor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

a. Failure of the Vendor to meet the 48 hour mobilization requirements as detailed in the Specifications and Requirements. Fee: \$1,000 per calendar day.

b. Failure of the Vendor to repair damage(s) caused by the services provided by the Vendor and its subcontractors under the Contract. Fee: \$500.00 per incident.

3. Application of Liquidated Damages does not release the Vendor from the responsibility of resolving or repairing damage(s).

4. The TOWN is authorized to deduct liquidated damage amounts from the monies due to Vendor for the work under this Contract, or as much thereof as the TOWN may, at its own option, deem just and reasonable.

3.0 TECHNICAL SPECIFICATIONS

3.1 PURPOSE AND INTENT

The Town of Hillsboro Beach (“Town”) is seeking a qualified firm to provide emergency debris monitoring services and financial recover assistance and the associated management and accounting services that are required during any emergency. Such events include but is not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks.

The successful Proposer (“Contractor”) shall be responsible for monitoring the recovery efforts of the Town's Debris Management Contractor (DMC) in the field in accordance with Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring of debris collection, Temporary Debris Storage and Reduction Sites (TDSR Sites), and residential debris Drop-off Sites, as well as data reporting and other related services. The Contractor shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

Contractor shall provide all expertise, personnel, materials, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris. Activities shall include, but are not limited to monitoring the following: field operations regarding all storm generated debris; debris pickup; debris hauling; debris staging and reduction; temporary debris storage site management; debris management; and final disposal of debris to an approved facility.

Under this contract the selected firm will be required to be on call 24 hours of the day, 7 days a week and have a dedicated point of contact. The point of contact must be in the area and available in person within 24 hours after an event. In the case of a pending hurricane strike, the Contractor will be required to be in the area prior to the arrival of the pending storm due to the fact that it may be difficult to get into the area after a storm has passed. If the selected firm has multiple contracts of this nature the selected firm must provide the names of the parties and the type of contract entered into. It is the Town’s goal to enter into a contract with a firm that can provide the contracted services required without competing for resources.

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Town during the response to an exigent situation, as well as to restore the public areas to a normal condition.

The awarded Contractor shall be knowledgeable of, and comply with, all applicable rules, Regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.

This request for proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part in order to be eligible for reimbursement under the Public Assistance Program.

Contract services shall only be performed when requested and as designated by the Town, by approved Notice to Proceed issued by the Town.

3.2 **DESCRIPTION OF THE TOWN OF HILLSBORO BEACH**

The Town of Hillsboro Beach is situated on a narrow peninsula between the Intracoastal Waterway and the Atlantic Ocean. The Town's has one road and its total length is about 3 miles and at its widest part is only about 900 feet. The Town's official population is approximately 2,000.

3.3 **MINIMUM QUALIFICATION REQUIREMENTS (MQR)**

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the requirements listed in this RFP. To be evaluated, all requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the criteria outlined in this document. Proposers failing to meet these requirements may be deemed non-responsive.

The Proposer shall, **at the time of Proposal submittal**, time of award, and throughout the duration of the Contract, continue to meet the criteria requirements as stated in this document.

1. **Proposing Firm must have three (3) active contracts with government agency's of similar size, scope and complexity and specifications as stated in this RFP within the last five (5) years.** List contract(s) of similar scope currently in effect within the State of Florida. Name the Municipality/County/agency, date the Contract was initially executed, date of subsequent renewal(s), and Expiration Date.
2. Proposing Firm shall provide a **minimum of three (3) reference letters** in which Contractor served as **Primary Firm** for services of similar size, scope and complexity **within the last five years**. All of the references must be from government entities for debris monitoring experience.

3.4 **DEFINITIONS**

The term "**Aerial Photographs**" means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites, located within Dade County, for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

The term "**Chipping**" shall mean reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations.

The term "**Choke Point**" means an inspection site where all trucks must pass.

The term "**Clean as You Go Policy**" shall mean clearing all debris from each street or work zone on the first pass, whenever possible.

The term “**Contract Manager**” shall mean the Town’s representative duly authorized by the Town Manager to provide direction to the DMC regarding services provided pursuant to this RFP.

The term “**Construction and Demolition Debris (C&D)**” shall mean damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

The term “**Debris**” shall mean scattered items and materials either broken, destroyed or displaced by a natural disaster, measured in cubic yards “CY”. Example: trees, construction and demolition material, personal property.

The term “**Debris Clearance**” shall mean the clearing of the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Monitor (Or Contractor) means the successful Contractor, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor (DMC) means the firm under contract with the Town to provide disaster debris collection (hauling) services and its subcontractors.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

Eligible Debris as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the Town Contract Administrator or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

FDEP means the Federal Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FWC means the Florida Fish and Wildlife Commission.

FHWA means the Federal Highway Administration.

NRCS means the Natural Resources Conservation Service.

The term “**Hazardous Waste**” shall mean material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:

- a. Toxic
- b. Flammable
- c. Corrosive
- d. Reactive

The term “**Household Hazardous Waste**” shall mean used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics as defined by the Environmental Protection Agency:

- a. Toxic
- b. Flammable
- c. Corrosive
- d. Reactive
- e.

Examples of household hazardous waste includes small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline oils, swimming pool chemicals, pesticides, propane gas cylinders.

The term “**Hazardous Stump**” shall mean an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

“**Mixed Debris**” means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

The term **Project Manager** means the Contractor’s representative authorized to make and execute decisions on behalf of the Contractor.

The term “**Rights-of-Way**” shall mean the portions of land over which a facility, such as highways, railroads, and power lines are built. Includes land on both sides of the highway up to the private property line.

The term **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

The term “**Tipping Fee**” shall mean a fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

The term “**Vegetative Debris**” means clean, woody debris and other organic materials that can be chipped and mulched.

The term “**White Goods**” means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

3.5 TERMS AND RENEWALS

The contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the Town Commission, or Town Manager, unless otherwise stipulated in the Notice of Award letter; and contingent upon the completion and submittal of all required proposal documents. The successful Contractor shall be awarded a contract for three (3) years with the option to renew the contract for one (1) additional two (2) year period, for a total of five (5) years.

In the event services are scheduled to end due to the expiration of this contract, the Contractor shall continue the service upon the request of the Town. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The successful Contractor shall be compensated for the service at the rate(s) in effect when the Town invokes this extension clause. Any continuation of the contract beyond the initial period, and any option subsequently exercised shall be at the sole discretion of the Town, and not a right of the Contractor. Renewals shall be exercised only when such continuation is clearly in the best interest of the Town.

3.6 SCOPE OF SERVICES:

The work to be performed under the Contract shall consist of the following:

- 3.6.1 Ensuring all eligible debris removal operations activities are documented and tracked specific to the FHWA-Emergency Response (ER) Program, the FEMA Public Assistance (PA) Program or other applicable Federal, State, or local agencies.
- 3.6.2 Documentation of the number of Debris Hauling Contractor (DHC) crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
- 3.7.3 Completion of truck certifications, equipment certifications, and establishment of a quality assurance / quality control (QA/QC) program throughout the life of the project.
- 3.7.4 Standardized tickets/logs documenting the eligible debris removal and/or disposal activities by the applicable program FHWA – ER or FEMA PA, and/or other Federal, State, or local programs as outlined in and in accordance with the Debris Management Plan.
- 3.7.5 Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal, which includes photos, GPS, coordinates, street, or milepost identifier, and/or other information as available and applicable.
- 3.7.6 Environmental authorizations and/or permits, as applicable.
- 3.7.7 Daily electronic spreadsheet summaries of cubic yards/tons removed, hauled, and disposed by the Federal program. The daily summary shall be communicated to Town Manager or designated Contract Administrator.
- 3.7.8 Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.

- 3.7.9 Assist TOWN in creating field maps using GIS, as well as track and present the DHC's progress in GIS.
- 3.7.10 Organize, maintain, and provide electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the Town upon the completion of the project.
- 3.3.11 The awarded contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of the Contract and shall require and enforce similar compliance with all subcontractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety. All awarded contractors must take affirmative steps to utilize small and minority businesses and women business enterprises and labor surplus firms.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Town of Hillsboro Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.7 PRE-EVENT REQUIREMENTS

- 3.7.1 The awarded contractor will meet with Town Staff and its debris hauler(s) in a pre-hurricane season annual meeting on or before April 30th of each year to exchange information and review applicable policies and procedures regarding preparedness activities.

- 3.7.2 The awarded contractor will attend one (1) meeting when the Town is within five days of the forecasting cone and;
- 3.7.3 Attend one (1) meeting per day to provide preparation status while the Town is within three-day of the forecasting cone

Attendance at these hurricane preparedness meetings may be through telephone conference call with the Town Manager or his designee.
- 3.7.5 Contractor will prepare a staffing table forecasting the number of monitors potentially needed based on Category one through Category five storm events with projected amount of debris.
- 3.7.6 Contractor will provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include cell phone numbers and email addresses.

3.8 **POST-EVENT REQUIREMENTS**

- 3.8.1 Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors.
- 3.8.2 Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
- 3.8.6 Contractor shall provide debris generation estimate and an appropriate monitoring staff plan to the Town Manager or designated Contract Administrator for approval within 24 hours of the Notice to Proceed issued by the Town.
- 3.8.7 Contractor shall provide the required dedicated staffing to include administrative and data entry capability for the Town and decentralized from other operational responsibilities.
- 3.8.8 Contractor shall provide a fully dedicated truck certification team as needed during the recovery period.
- 3.8.9 Contractor shall establish a temporary command center within 24 hours of the storm passing. Contractor will then establish a permanent, fully operational, command center within 2 days of the storms passing and will maintain it for the duration of the recovery effort. The command center will be provided at no additional cost to the Town.

3.9 **LIQUIDATED DAMAGES**

Should the firm fail to complete requirements set forth in this scope of work, the Town will suffer damage. The amount of damage suffered by the Town is difficult, if not impossible to determine at this time.

The firm shall pay the Town, as liquidated damages, \$1,000.00 per calendar day of delay to

mobilize in the Town with the resources required to begin debris removal operations within **twenty-four(24) hours** of being issued Notice to Proceed. The Debris Monitor will make every attempt to perform the awarded services within the time frame(s) requested. Repeated failure to timely perform services may result in termination of the Agreement for cause and shall be cause in-need for the Town to procure in the open market services meeting or similar to those specified in the Agreement and obligate the Debris Monitor to pay the Town any increase in costs occasioned thereby.

These amounts are not penalties but liquidated damages to the TOWN. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the TOWN as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time.

3.10 CONTRACTOR'S ADMINISTRATION AND PAPERWORK

The Town intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract.

3.10.1 The Contractor shall use load tickets, provided by the DMC, to track and document the removal and management of Eligible Debris. The Contractor shall ensure that load tickets meet the requirements of FEMA and other federal or state reimbursement agencies. The Contractor shall retain original completed tickets on behalf of the Town, which shall be turned over to the Town daily. Copies of completed load tickets shall also be retained by the Contractor, vehicle driver, subcontractor, and DMC.

3.10.2 The Contractor shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared Presidential disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes. This may also include documenting Town forces used immediately before or after the storm event.

3.10.3 The Contractor shall provide regular reports throughout the emergency event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR Site as well as a total for all TDSR Sites; and a final report following completion of debris recovery operations.

3.10.4 The Contractor will assure that all forms that are being utilized are the most current and are in compliance with applicable FEMA and related state and federal reporting guidelines etc.

3.11 TRACKING DOCUMENTATION AND REIMBURSEMENT

Contractor shall provide a data entry/data manager to load tickets to track and document the removal and management of all Eligible Debris. Contractor shall ensure that load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Contractor shall retain original completed tickets on behalf of the Town, which shall be turned over to the Town, daily. Copies of completed load tickets shall also be retained by Contractor, vehicle driver, subcontractor, and DMC. Additionally, load tickets shall be scanned into a master electronic file with a summary spreadsheet identifying each truck and ticket.

Each load ticket shall contain the following information:

- a) Municipality (Applicant)
- b) Prime Contractor name.
- c) Sub-Contractor name.
- d) Load ticket number.
- e) Truck ID number and capacity
- f) Truck Driver name.
- g) Date and time of pick up, loading.
- h) Date and time of delivery, unloading.
- i) Pick up location (street address or primary street between specific area).
- j) Loading Information
- k) Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
- l) Total cubic yards picked up.
- m) Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
- n) Load Monitor Printed Name and Signature.
- o) Dump Monitor Printed Name and Signature.
- p) GPS.
- q) Inspector.
- r) Unloading Information.

Contractor shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared disaster, this may require documenting times that manpower and equipment are actively used in order to document time-and-material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.

Contractor shall assist the Town in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies. Contractor shall provide daily reports throughout the disaster event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDMS as well as a total for all TDMSs; and a final report following completion of debris recovery operations.

Supervising the preparation of detailed estimates and submitting them to the Town/County debris manager. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information,

including reconciliation and photographic documentation processes.

Overseeing the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager serves as the Town's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues. Contractor shall retain all such documentation for at least ten (10) years following a disaster or emergency event.

3.12 TRUCK CERTIFICATION

Monitoring firm will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurements, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each TDSRS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

3.13 FINANCIAL MANAGEMENT & RECOVERY SERVICES

The selected firm will be expected to provide financial management and recovery services to include general post-disaster grant management and administration services. Specific services may include:

- 3.13.1. Damage Assessment: Deployment of a disaster response team to assist with identifying, documenting, and quantifying disaster related damages.
- 3.13.2. Eligibility Consultation: Assessment of damage inventory to determine primary and secondary funding sources for repairs.
- 3.13.3 Project Ranking: Review of damage inventory or mitigation project listing to assign priorities to projects based on urgency and benefit.
- 3.13.4. Financial Advisory: Assist clients with marrying local cost share requirements to funding sources.
- 3.13.5. Benefit Cost Analysis: Utilize industry recognized benefit and costing processes to accurately quantify the value of funding projects and initiatives.
- 3.13.7. Feasibility & Effectiveness Studies: Develop studies to demonstrate the practicality of a repair or mitigating project, as well as the sufficiency of protection offered by the project.
- 3.13.8. Site Survey & Legal Description Review: Gather necessary parcel information to confirm that acquisition and relocation projects are carried out legally.

- 3.13.9. Appraisal & Valuation Services: Develop replacement cost and market value assessments to serve as the basis of award for grant applications.
- 3.13.10. Data Management: Implement data management system to ensure that grant related data is gathered and stored in a manner that meets grant application and reporting requirements.
- 3.13.11. Document Management: Implement document management tool to provide web-based, point and click document storage and viewing.
- 3.13.12. Grant Application Development: Compile, assemble and organize required documentation, for application to grant program.
- 3.13.13. Contractor Invoice Reconciliation: Reconcile contractor requests for payment with substantiating field documents and grant funding sources.
- 3.13.14. Compliance Reporting: Compile, assemble and organize statistics, project progress and metrics.
- 3.13.15. Project Scoping: Develop scopes of work that achieve grant recipient objectives while satisfying funding and regulatory requirements of federal, state and local agencies.
- 3.13.16. Insurance Adjusting/Subrogation: Gather and review insurance policies, claims and settlements in order to ensure non-duplication of benefit on an insured loss.
- 3.13.17. Eligibility Appeals: During instances of funding de-obligations, drafting of compelling appeals for funding deficiencies.
- 3.13.18. Grant Closeout/Reporting: Provide final reconciliation of expenditures to grant funding applications and award documents.
- 3.7.19. Report Preparation: Prepare appropriate reports for submission to FEMA and/or other federal and state agencies for reimbursement
- 3.13.20. Reimbursement Consulting: Instruct the Town on the requirements in order to obtain FEMA and/or other federal and state agency reimbursements
- 3.13.22. Record Management: Keep and maintain the necessary records, documents, pictures, and all other data required in order to obtain reimbursements from FEMA and/or other federal and state agencies
- 3.13.23. Establishment of Maintenance of Accounting Records: Records of costs incurred under the terms of this agreement shall be maintained and made available upon request to the Town at all time during the period of this agreement and for five years after the event closeout by FEMA/FHWA. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the

contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.

3.13.24. Documentation of Project Costs: All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.

3.13.25. Comprehensive mitigation programs: to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.

3.13.26. Other Services: Other Services as Directed by the contract manager.

3.14 CONTRACTOR PERSONNEL

3.14.1 The Contractor shall secure at its expense all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the Town.

3.14.2 The Contractor's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP and other application federal, state or local agency regulations and policies is required. If necessary, Contractor personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services. All contractor personnel shall comply with FEMA requirements.

3.14.3 Prior to the start of the work, ALL personnel to be utilized for services under this Contract shall have completed training relevant to the duties they will be performing, and on the most current Federal, state, and local requirements and the procedures established for this Contract in order to comply with all cost reimbursement requirements.

3.14.4 Personnel that will be performing or supervising work in the TDMS tower shall be physically able to climb and descend the tower's access ladders/staircases which are typically at least ten feet in height.

3.14.5 The Project Manager shall have experience in disaster debris management relevant to the services provided under the Contract.

3.14.6 Data Manager shall have experience working with a relational database management system relevant to the services provided under the Contract. The Data Manager will work under the supervision of the Project Manager.

3.14.7 The Field Operations Manager shall have experience in disaster debris management relevant to the services provided under the Contract. The Field Operations Manager will work under the supervision of the Project Manager.

3.15 CONTRACTOR'S PERSONNEL JOB RESPONSIBILITIES

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors.

3.15.1 Project Manager: The primary functions of the Project Manager shall be to manage and supervise all debris monitoring services provided by the Contractor and to serve as the point-of-contact between Contractor and the Town.

3.15.2 Debris Monitoring Field Supervisor – Contractor shall provide one debris monitoring field supervisor for no more than ten (10) debris loading site monitors. Services shall include, but are not limited to:

- (1) Overseeing and supervising loading site and disposal site debris monitoring activities.
- (2) Scheduling debris monitoring resources and deployment timing – communicating and coordinating with Town personnel.
- (3) Providing suggestions to improve the efficiency of the collection and removal of debris.
- (4) Coordination of daily activities and future planning.
- (5) Contact with debris management/dispatch center or supervisor.
- (6) Identifying, addressing and troubleshooting any questions or issues that could affect work area safety and eligibility.
- (7) Supervising, recording/documenting, and ensuring the accurate measurement of load hauling compartments and accurately computing the volume capacity in cubic yards (CY).
- (8) Documenting the condition of truck hauling compartment conditions by using digital photographs.
- (9) Preparing a master log book of all hauling equipment used by the Town's debris removal contractor(s).
- (10) Compiling, reconciling, and documenting daily, in an electronic spreadsheet, all eligible debris hauled by the debris removal contractor(s).

3.15.3 Debris Monitors – Contractor shall provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. The Contractor's field personnel shall be identifiable with safety vests and vehicle placards. Personnel shall include, but are not limited to:

- A. Debris Loading Site Monitors – to perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based

on the monitoring contract requirements and initiate debris removal documentation utilizing load tickets. Services shall include, but are not limited to:

- (1) Monitoring collection activity of trucks.
- (2) Check and verify information on debris removal operations.
- (3) Issuing load tickets at loading site for all loads.
- (4) Monitor area for safety concerns, ensure traffic control needs are met and all vehicles and equipment are operated in a safe manner.
- (5) Ensure all Freon containing appliances are sorted and ready for Freon removal onsite or transportation for Freon removal off-site prior to final disposal.
- (6) Pre-work inspection of areas to identify potential issues such as covered utility meters, fire hydrants or mailboxes to mitigate damage from loading equipment.
- (7) Document damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible – collect pertinent information and report to field supervisor).
- (8) Ensure work area is clear of debris to the specified level before equipment is moved to new loading area.
- (9) Monitor and record performance and productivity of debris removal crew.
- (10) Contact with debris management/dispatch center or supervisor.
- (11) Ensure only eligible debris is collected for loading and hauling.
- (12) Ensure that only debris from approved public areas is loaded for removal.
- (13) Ensure all loads are properly contained prior to leaving the loading area.
- (14) Performing other duties as assigned by the Project Manager or designated debris management personnel.

B. Debris Tower/Site Monitors – Contractor shall provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services shall include, but are not limited to:

- (1) Accurately measure load hauling compartments and compute

volume capacity in CY for all contractor trucks and trailers prior to commencement of hauling operations.

- (2) Document measurements and computations – complete log of contract hauler’s cubic yardage and other record keeping as required on the load ticket.
- (3) Initial each load ticket before admitting trucks to proceed from the check-in area to the tipping area.
- (4) Contact with debris management/dispatch center or supervisor.
- (5) Performing other duties as assigned by the dispatch/staging operation, Project Manager, or designated debris management personnel.

3.15.4 Clerical/Data Entry Supervisor –Contractor shall provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services shall include, but are not limited to:

- (1) Supervising the preparation of detailed estimates and submitting them to Town personnel.
- (2) Implementing and maintaining an electronic disaster debris data management system linking the load ticket and debris management site information. Reconciliation of data and photographic documentation processes.
- (3) Provide daily, weekly, or other periodic reports in an electronic format for Town personnel noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

3.15.5 Clerical Staff/Data Entry Clerk – Contractor shall provide clerical staff/data entry clerk(s) as required to enter load tickets information into the contractor’s information management system and respond to specific directions from data entry supervisor.

3.15.6 FEMA Reimbursement Manager - Manages the preparation and submittal of FEMA documentation.

3.16 SUBCONTRACTORS

1. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.
2. Contractor acknowledges that it is completely responsible for the actions or inactions its subcontractors.

3. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors.
4. Contractor shall be solely responsible for timely paying its subcontractors.

3.17 SAFETY AND HEALTH STANDARDS

The Contractor shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway and while supervising the Debris management Contractor ("DMC Contractor") to these standards. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety. Contractor will identify any possible health/safety risks during debris monitoring and collecting activities and immediately address any deficiencies. This includes appropriate use of Personal Protective Equipment (PPE); vehicle spacing and traffic concerns both in the field and at the Temporary Debris Management Sites (TDMS) and ensuring any equipment used is appropriate for the task and is operating correctly. All work must be performed following EPA requirements and OSHA safety standards and regulations.

3.18 PAYMENT AND HOURLY RATES

- 3.18.1 All hourly rates shall include mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.
- 3.18.2 Billable time shall include hours when debris-hauling trucks are in operation, as well as reasonable start-up and close of day actions. Billable time shall be supported with daily timesheets or other documentation approved, in writing, by the Contract Administrator.
- 3.18.3 All standardized tickets/logs, forms, reports, and other deliverables shall be accurately and correctly submitted. The Contractor shall not bill and shall not be paid for time spent by any personnel to correct a standardized ticket/log, form, report, or other deliverable.
- 3.18.4 No overtime rates will be paid by the Town; unit rates shall include applicable overtime.
- 3.18.5 Invoices will be processed for payment only after approval by the Town Manager or designated Contract Administrator.
- 3.18.6 Contractor shall be responsible for reviewing the deliverables and invoices of the DHC and TDMS contractors, and for certifying consistency with the CONTRACTOR's deliverables and invoices and for resolving any discrepancies that may exist.

3.18.7 Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Town Finance Department Director and Contract Administrator.

3.19 MEDIA INTERACTION:

The contractor, including all sub-contractors, shall not provide any information to the media without the expressed written permission of the Town Manager. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official shall be directed to the Town Manager. The contractor shall disseminate this requirement to all employees and sub- contractors on the project.

END OF SECTION

SECTION 4.0 PRICE PROPOSAL

The Town will not be responsible for expenses incurred in preparing and submitting the technical and price proposal. The Town reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the Town.

The undersigned Contractor proposes and agree, if this Proposal is accepted, to enter into an agreement with The Town of Hillsboro Beach to perform and furnish all Work as specified or indicated in the Contract Documents and in accordance with the other terms and conditions of the Contract Documents.

In submitting this proposal, the Contractor represents, as more fully set forth in the Agreement, that:

- The Contractor has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Contractor has studied carefully all specifications and requirements.
- The Contractor has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to the Contractor.
- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Contractor has not directly or indirectly induced or solicited any other Contractors to submit a false or sham Proposal; the Contractor has not solicited or induced any person, firm or corporation to refrain from proposing; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractors or over the Town.

ITEM #	POSITIONS	HOURLY RATE
1.	Project Manager	\$
2.	Field Supervisor	\$
3.	Field Monitor	\$
4.	TDMS Monitor /Tower Monitor	\$

5.	Debris Site Security	\$
6.	GIS Specialist	\$
7.	Billing Invoice (Load Ticket Data Entry)	\$
8.	Data Manager	\$
9.	FEMA Reimbursement Manager	\$
10.	OTHER POSITION: STATE HERE:	\$
11.	OTHER POSITION: STATE HERE:	\$
12.	Aerial Photo Package (5 Photos per Flight, different locations)	\$
13.	Photograph Copies (Duplicate of Original Approved Photo)	\$
14.	Additional Photographs (per photo, same flight, same location, different view)	\$
15.	Additional location (one photo, same flight, different location)	\$

Signature:

(Signature of authorized agent)

Print Name: _____

Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF CONTRACTOR TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE CONTRACTOR TO THE TERMS OF ITS OFFER.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED
IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

_____ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ.**

FIRMS NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

SECTION 5 EVALUATION PROCESS

5.1 Review of Proposals For Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation that includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. The Town reserves the right to select the Contractor who represents the best value, and to accept or reject any proposal submitted in response to this solicitation.

EVALUATION METHOD AND CRITERIA

The recommendation(s) for award shall be made to the Town Commission, by the Town Manager, to the responsible responsive Proposer(s) whose proposal is highest rated by the Evaluation Committee:

QUALIFICATIONS AND EXPERIENCE		MAXIMUM POINTS
1.	i. Firm's background, history and overall experience in previous projects of similar size and scope. ii. Firm's experience in filing and receiving Federal and State reimbursements. iii. Staff experience and resumes, specifically, operational and administrative personnel assigned to the Town. iv. Assurance of dedicated project team & identify senior and project management and experience of key team members in areas identified under experience of Respondent. Staff experience and resumes of the administrative personnel assigned to the Town.	40
APPROACH TO THE PROJECT		
2.	i. Response times and operational plans for monitoring debris recovery. ii. Procedures for documentation and verification functions. iii. Organizational structure of firm, chain of command, sub- Contractors plan. iv. Onsite emergency response and communications. Quality control and customer service plans.	25

PAST PERFORMANCE		
3.	i. Reference Checks. ii.Explanation of unrecovered FEMA reimbursements, if any. iii. Closed, active and pending FEMA disputes, audits or lawsuits	20
PRICE PROPOSAL		
4.	Hourly Rate Schedule	15
TOTAL POTENTIAL POINTS		100

5.2 **PRICE EVALUATION**

The price proposal should include all components of specifications provided. It shall be evaluated subjectively in combination with the qualifications provided, including an evaluation of how well it matches Contractor's understanding of the Town's needs described in this solicitation, the Contractor's assumptions, and the value of the proposed services. The Town reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the Town.

5.3 **NEGOTIATIONS**

The Town may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Contractor's best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the Town and said Contractor(s) cannot reach agreement on a contract, the Town reserves the right to terminate negotiations and may, at the Town Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive Contractor. This process may continue until a contract acceptable to the Town has been executed or all proposals are rejected. No Contractor shall have any rights against the Town arising from such negotiations or termination thereof.

Any Contractor recommended for negotiations must provide to the Town:



SECTION 6.0 QUALIFICATION STATEMENT

Check one:

Submitted By: _____
Name: _____
Address: _____
City, State, Zip _____
Telephone No. _____
Fax No. _____

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Other

1. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

2. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

3. State the name of the individual who will have personal supervision of the work:

5. References for which your firm has provided or has an active contract for Disaster Debris Monitoring Services within the past five (5) years:

Agency Name: _____
Contact Name: _____
Phone No.: _____
Email: _____
Contract Term date: _____

Agency Name: _____
Contact Name: _____
Phone No.: _____
Email: _____

Contract Term date: _____

Agency Name: _____

Contact Name: _____

Phone No.: _____

Email: _____

Contract Term date: _____

6. State the name of independent debris removal contractors that your firm has successfully monitored debris hauling with in the past:

7. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If subcontracts are to be let, which affirmative steps, according to §200.321 will you take to meet the steps in paragraphs (b)(1) through (5) of this section.

SECTION 7.0
REQUIRED FORMS AND AFFIDAVITS



7.1 NON - COLLUSION AFFIDAVIT



7.2 PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

11.1. This sworn statement is submitted to Town of Hillsboro Beach

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification number (FEIN) is _____.
(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

11.2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

11.4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

a.) predecessor or successor of a person convicted of a public entity crime; or

b.) Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

11.5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

11.6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **has been charged** with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

(Signature)

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____, by

(AFFIX NOTARY STAMP HERE)

Signature:

Personally Known _____ OR Produced Identification _____



7.3 EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: _____

Title: _____

Firm: _____

Address: _____



7.4 CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Town of Hillsboro Beach or its agencies.

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

18.1. I am the _____ of _____ with a local office in _____ and principal office in _____.

18.2. The above named entity is submitting a Bid for the Town of Hillsboro Beach, Bid No. _____ described as: Golden Shores Street Lighting. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

18.3 The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

18.4 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

18.5 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

18.6 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

18.7 I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the Town of Hillsboro Beach.

18.8 I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Town of Hillsboro Beach.

18.9 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the Town of Hillsboro Beach.

Dated this _____ day of _____, 2022.

AFFIANT

Print or Type Name and Title

Sworn to and subscribed before me this _____ day of _____, 2022.

☐ Personally Known _____

OR

☐ Produced Identification _____; Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA



7.5 DISPUTE DISCLOSURE

DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

19.1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

19.2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

19.3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

Firm

Date

Authorized Signature

Print or Type Name and Title

7.6 ANTI-KICKBACK

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the Town of Hillsboro Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

7.7 CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Company Name

Offeror Signature

Date

Print Name

Title

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this _____ day of _____, 2023.

By _____

☐ Is personally known to me

☐ Has produced identification (type of identification produced: _____)

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date

LEGAL PROCEEDINGS FORM

Proposing Firm **must** provide items a - e with response. Provide all applicable documents per category checked as an attachment. Firm must ensure response is addressing by title for each item a-e below. If an item(s) is not applicable, Firm must check off as applicable stating "N/A" and authorized officer to provide signature.

1. Arbitrations: List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties and the ultimate resolution of the proceeding.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

2. Lawsuits: List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

3. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

4. Bankruptcies: Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

5. Settlements: Identify all settlements for your Firm in detail in the last five (5) years.

☐ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

I, _____,
Name of Authorized Officer Title

of _____
Name of Firm as it appears on

I hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature of Authorized Officer

Print Name of Authorized Officer

7.10 **REFERENCE FORM**

Proposing Firm must send to three (3) references and obtain back a completed and signed Reference Form for each of proposing Firm's required three (3) references. Proposing Firm must include the required three (3) completed and signed Reference Forms within proposing Firm's proposal submission.

RFP 2023-10-01 DISASTER DEBRIS MONITORING SERVICES & FINANCIAL RECOVERY ASSISTANCE
PROPOSING FIRM'S NAME(S):
PROJECT NAME:
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT FOR THE PROJECT:
NAME ALL THE FIRMS THAT WERE SUBCONTRACTORS TO THE PROJECT AND PROVIDED SERVICES:

Name of reference:		Phone:	
Title of reference:		E-mail Address:	
Gov. Agency/Employer:			

Please answer the following questions regarding services provided by the proposer named above.

1. Provide detail information of the specific services the Firm provided for your Project.

2. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the project.

3. Provide detail information about the Firm's response time as required by your Agreement. Were there ever any issues and why?

4. Rate the level of commitment of the firm toward your project. Did the firm devote the time and personnel necessary to successfully deliver the services?

☐	☐	☐	☐	☐
1 Lowest	2	3	4	5 Highest

5. Rate the firm's success at minimizing any issues.

☐	☐	☐	☐	☐
1 Lowest	2	3	4	5 Highest

6. Rate the overall performance of the firm on the contract.

☐	☐	☐	☐	☐
1 Lowest	2	3	4	5 Highest

ADDITIONAL COMMENTS:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency/Company: _____ State: _____

Email: _____ Phone: _____

ATTACHMENT A

APPENDIX TO PART 200

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each contractor or subrecipient must be 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. 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.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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." SAM Exclusions 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.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment B

FEDERAL AID REQUIREMENTS FHWA 1273



REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT C

FEDERAL PROVISION COMPLIANCE



This Exhibit is hereby incorporated by reference into the main solicitation.

**FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES
AND GOODS UNDER THIS SOLICITATION**

This solicitation is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, proposers shall comply with the clauses as enumerated below. Proposer shall adhere to any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this Solicitation as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this Solicitation. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the City as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the Procurement. In the event of any conflict between the terms and conditions of this Attachment and the terms and conditions of the remainder of the Procurement, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Procurement the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): To the extent applicable, proposer must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): The proposer must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal, County and/or City policies.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Proposer acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this solicitation. The Proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): The Proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If

subcontracts are to be let, prime proposer will require compliance by all sub-contractors. Prior to contract award, the proposer shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): During the performance of this Contract, the proposer agrees as follows: (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer 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) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Proposer will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Proposer 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) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Proposer'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 Proposer 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) Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (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 Proposer 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 Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

SEE EXHIBIT H TO THE ITB FOR THE COMPLETE NOTICE

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): If applicable to this solicitation, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): If applicable to this Solicitation, proposer shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this solicitation. Proposers are 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.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance 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 is required to 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Proposer agrees to 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).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Proposer certifies that it and its principals, if applicable, are not presently debarred or suspended by any

Federal department or agency from participating in this transaction. Proposer now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The proposer agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Proposer must file the required certification, attached to the procurement. 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. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Please contact the City for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Proposer 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 during 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.

Access to Records and Reports: Proposer will make available to the City’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, State of Florida, the City, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the City’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

Termination for Default (Breach or Cause): If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Any Awarded Contract may be terminated by the City in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Proposers will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): The City will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Proposer shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Proposer will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Proposer from (1) engaging in severe forms of trafficking in persons during the period of time that the resulting contract is in effect; (2) procuring a commercial sex act during the period of time that the resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by the City for Consultant's violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): All iron, steel, manufactured products and construction materials used under a

federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with the City for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):

Proposer and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): An employee of Proposer and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):

In accordance with FFATA, the Proposer shall, upon request, provide the City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): The Proposer shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: Proposer must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: The Proposer shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

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

The _____[insert name of the signator] on behalf of _____ the Proposer is authorized to sign below and confirm the proposer is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE



8.0 SAMPLE AGREEMENT

No. RFP 2021-23-10

**BETWEEN
TOWN OF HILLSBORO BEACH
AND
(CONTRACTOR'S NAME)**

THIS AGREEMENT is made and entered into as of this ___ day of _____, **2023**, by and between **(Contractor's Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(Contractor's Address)** (hereinafter referred to as the "CONTRACTOR"), and Town of Hillsboro Beach, a political subdivision of the State of Florida, having its principal office at 1210 Hillsboro Mile, Hillsboro Beach, FL 33062 (hereinafter referred to as the "TOWN").

RECITALS

WHEREAS, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the **Request for Proposals (RFP) No. 2023-10-01 "Disaster Debris Monitoring Services & Financial Recovery Assistance"** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONTRACTOR's Proposal attached hereto and incorporated herein as "Exhibit B", and

WHEREAS, the TOWN desires to retain a CONTRACTOR to provide specialized debris monitoring services and the associated management and accounting services that are required during any emergency, as more particularly specified in the Scope of Services in "Exhibit A"; and,

WHEREAS, CONTRACTOR desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and TOWN policy, the TOWN has determined that it to be in the best interest of the TOWN to award an Agreement to the CONTRACTOR for the rendering of those services described in the scope of services; and;

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and

ratified by the parties as true and correct. The Documents which comprise this Agreement between the TOWN and the CONTRACTOR are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;
- B. RFP 2023-10-01 attached hereto as "Exhibit A"
- C. Contractor's Proposal Response, attached hereto as "Exhibit B"

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

All required FEMA contract provisions contained in the solicitation and those requirements of the FEMA contract provisions template and 2 C.F.R. § 200.326, 2 C.F.R. Part 200, Appendix TT (eCFR Appendix TT to Part 200, Title 2 -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), as amended from time to time, that apply to this work (this includes the required contract provisions as well as the suggested contract provisions) are incorporated by reference into this contract as if set forth in full herein. See <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-TT/part-200/appendix-Appendix%20TT%20to%20Part%20200>. This Contract and the Solicitation, Scope of Services, Insurance & Indemnification Requirements, and the FEMA required and suggested contract provisions as set forth above, take precedence over the response to the **Disaster Debris Monitoring Services & Financial Recovery Assistance RFP # 2023-10-01** including the CONTRACTOR's Bid Form and CONTRACTOR/ Respondent's Cost and Technical Response to the Solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. - SCOPE OF WORK

1.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The work to be performed under the Contract shall consist of monitoring of debris collection, Temporary Debris Storage and Reduction Sites (TDSR Sites), and residential debris Drop-off Sites, as well as data reporting and other related services. The Contractor shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

1.2 All Work for the Project shall be performed in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), Florida Department of Emergency Management (FDEM) and the Florida Department of Environmental Protection (FDEP) in conjunction with the TOWN's needs.

SECTION 2. - TERM.

2.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

2.2 The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

2.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

SECTION 3 - CONTRACT ADMINISTRATOR

3.1 The Town Manager or his designee will serve as the Contract Administrator. Contract The Contract Administrator will assume all duties and responsibilities and will have the rights and authorities assigned to the Contract Administrator in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

SECTION 4. COMPENSATION

4.1 The CONTRACTOR's compensation under the terms and provisions of this Contract (hereinafter referred to as the Contract Price) is as set forth in proposal attached as "Exhibit B, unless modified in writing signed by the TOWN and CONTRACTOR.

SECTION 5. - PAYMENT PROCEDURES

5.1 Payment will be made in accordance with the rates submitted in the Pricing Form. Such payment will be full and complete payment for all work performed as required.

5.2 TOWN agrees to pay CONTRACTOR at the rates specified in for Services performed to the satisfaction of the TOWN, in accordance with this Agreement and the payment procedures set forth in the RFP. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to the TOWN by the end of each week during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Agreement and must appear on all invoices and correspondence mailed to Purchaser.

5.3 The TOWN shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

SECTION 6 - CONTRACTOR'S REPRESENTATIONS

6.1 In order to induce the TOWN to enter into this Agreement, Contractor makes the following representations upon which the TOWN has relied:

6.2 Contractor is qualified in the specialized debris monitoring service contracts which include disaster debris collection operations, damage assessment, right-of-way debris removal, hazardous tree, stump, hanger and leaner removal, and monitoring of debris management site(s) along with the preparation, response, recovery, and mitigation phases of any emergency or disaster to perform the Work and services set forth in this Agreement.

6.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, availability of labor, water, electric power, and roads, the conformation and conditions, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

6.4 CONTRACTOR shall supply, at its sole expense, all materials, equipment, labor, transportation, tools, and all other facilities and incidentals necessary for the execution, operation and completion of Work.

6.5 The Contractor shall provide competent, suitable qualified personnel to perform the services as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

6.5.1 The Contractor shall, at all times, have a competent superintendent, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

6.5.2 The Contractor shall designate the superintendent on the job to the TOWN, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work.

6.5.3 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement. CONTRACTOR shall assign a safety officer to the project for the duration of the Agreement.

SECTION 7. NOTICE.

7.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally

recognized overnight delivery service, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the TOWN designate the following as the respective places for giving such notice:

To the TOWN:

Town of Hillsboro Beach
1210 Hillsboro Mile,
Hillsboro Beach, FL 33062
Attn: Mac Serda, Town Manager
Telephone No. (954) 427-4011
Email: mserda@townofhillsborobeach.com

With Copy to:

Donald J. Doody, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500

CONTRACTOR:

SECTION 8. MODIFICATION.

8.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 9. INDEPENDENT CONTRACTOR

9.1 The CONTRACTOR is an Independent CONTRACTOR under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures

applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that TOWN will not provide workers' compensation insurance for the CONTRACTOR or its employees.

9.2 Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the TOWN. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the TOWN. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the TOWN shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate TOWN.

SECTION 10. INDEMNIFICATION.

10.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR shall indemnify and hold harmless the TOWN and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

10.2 CONTRACTOR further agrees to indemnify and save harmless the TOWN, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of TOWN or their officers, agents or employees. In the event that any action or proceeding is brought against TOWN by reason of any such claim or demand, CONTRACTOR, upon written notice from TOWN, shall defend such action or proceeding.

10.3 Nothing herein shall be construed to extend the TOWN's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 11. GOVERNING LAW.

11.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Broward County.

SECTION 12. COMPLIANCE WITH LAWS

12.1 CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including but not limited to the express provisions of: (A) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, C.F.R., Title 2, A, Chapter 11, Part 200, (B) Appendix to Part 200 and (C) Federal Aid Requirements, FHWA - 1273.

SECTION 13. RECORDS.

13.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the TOWN or its authorized representative at mutually convenient time.

13.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Broward County, Florida as often as the TOWN may reasonably require.

13.3 CONTRACTOR will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The TOWN's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONTRACTOR shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 14. ACCESS AND AUDITS:

14.1 Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following FEMA's final closeout of this project. The Contractor shall be responsible for verifying FEMA final closeout dates, for purposes of this requirement. The TOWN and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor during the administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the TOWN's jurisdiction, for purposes of inspection, reproduction, and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to ensure that all required records are provided to the TOWN at Contractor's expense.

SECTION 15. - GUARANTEE AND WARRANTY

15.1 The Contractor warrants and guarantees to the TOWN that all Work will be in accordance with the Contract Documents.

15.2 The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

15.3 TOWN May Stop the Work: If the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the TOWN may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the TOWN to stop the Work shall not give rise to

any duty on the part of the TOWN to exercise this right for the benefit of the Contractor or any other party.

15.4 The TOWN may, after three (3) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the TOWN shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the TOWN may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto. The Contractor shall allow the TOWN's representative agents and employees such access to the site as may be necessary to enable the TOWN to exercise its rights under this paragraph.

SECTION 16. COMPLIANCE WITH LAWS.

16.1 The CONTRACTOR shall comply with the applicable requirements of State laws and all Codes and Ordinances as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

SECTION 17. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

17.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 18. EQUAL EMPLOYMENT

18.1 During the performance of this Agreement or any related Work Order, the CONTRACTOR shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to

employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. In all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

SECTION 19. ASSIGNMENT AND SUBCONSULTING

19.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated, or subcontracted by the CONTRACTOR without the express prior written consent of the TOWN. Any assignment, delegation or subcontracted without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the TOWN may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The TOWN may assign its rights, together with its obligations hereunder.

SECTION 20. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

20.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR agrees to:

- A. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- B. Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Notwithstanding, it is understood that at all times CONTRACTOR's work papers shall remain the sole property of CONTRACTOR, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the TOWN Manager, at no cost to the TOWN, within seven (7) days. All such records stored

electronically by CONTRACTOR shall be delivered to the TOWN in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONTRACTOR will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- F. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELE:954-427-4011, EMAIL: SHENDERSON@TOWNOFHILLSBOROBEACH.COM, AND MAILING ADDRESS: TOWN OF HILLSBORO BEACH TOWN HALL 1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062.

SECTION 21. PROMPT PAYMENT ACT.

21.1 The TOWN as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VTT, Fla. Stat. (as amended).

SECTION 22. SOVEREIGN IMMUNITY.

22.1 The TOWN is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the TOWN's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 23. ORDER OF PRECEDENCE.

23.1 IN THE EVENT THERE IS A CONFLTCT BETWEEN THTS AGREEMENT, CONTRACTOR'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THTS AGREEMENT, AND THE CONTRACTOR'S RESPONSE. THE TOWN EXPRESSLY REJECTS ANY ADDTTTTONAL TERMS OR CONDTTTONS NOT CONSTSTENT WTTH THE TERMS HERETN.

SECTION 24. INSURANCE.

24.1 CONTRACTOR shall assume full responsibility and expense to carry all necessary insurance.

24.2 CONSULTANT shall provide and maintain in force at all times during the Agreement with the TOWN such insurance, including Workers' Compensation, Comprehensive General Liability Insurance, and Automobile Liability Insurance, as will assure to the TOWN the protection contained in the foregoing indemnification undertaken by the CONSULTANT, including the following:

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws.

24.1.1 Commercial General Liability Insurance with limits of no less than \$1,000,000.00, and \$2,000,000.00 excess umbrella liability, including TOWN as an additional insured.

24.1.2 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$500,000.00 per occurrence.

SECTION 25. ANTI-DISCRIMINATION.

25.1 CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company, subsidiaries or affiliates of CONTRACTOR are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 26. SCRUNTIZED COMPANIES.

26.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may

immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

26.2 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Tran 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 TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Tran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

26.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 27. NO CONTINGENCY FEES.

27.1 The 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(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

TN WTTNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____

day of _____, 2023.

CONTRACTOR

TOWN OF HILLSBORO BEACH

Signature

Trene Kirdahy, Mayor

Name

Date

Title

Approved as to form and legal sufficiency:

Date

Goren, Cherif, Doody & Ezrol, P.A.
Town Attorney

Attest:

Sherry Henderson, Town Clerk

EXHIBIT “A”

EXHIBIT “B”



TAB 5-D

RESOLUTIONS & CONTRACTS

Resolution No. 2023-62 Consideration to Approve and Authorize the Use of \$17,500 in Federal Forfeiture Funds to Purchase Fifteen (15) Holosun AEMS Red Multi Reticle Optical Systems for Patrol Rifles and Six (6) Benelli M-4 Semi-Automatic Shotguns.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Forfeiture Fund Requests
Submitting Department: Police Department
Agenda Date: December 3, 2023

POLICE WEAPON SYSTEM

BACKGROUND / HISTORY

Currently our sworn personnel are equipped with Rock River AR-15 (.556 caliber) patrol rifles. These rifles have been in service for many years and remain serviceable however, they are equipped with only a basic "Iron Sight". As a part of our weapon systems upgrades, we would like to pursue a new sighting system that incorporates the latest technological advancements in accuracy. To that end, we wish to add a Red Dot Optical sighting system to our patrol rifles. The Holsun AEMS Red Multi Reticle Optical system was chosen for installation on our Rock River patrol rifles. Additionally, we are upgrading our Remington 887 (12 gauge) pump-action shotguns which are more than twelve years old and in need of replacement. The upgrade we have chosen is the Benelli M-4 (12 gauge) semi-automatic shotgun.

CURRENT ACTIVITY

The Police Department would like to purchase fifteen (15) Holosun AEMS Red Multi Reticle Optical systems for our patrol rifles. The price of this purchase is \$5,235.00. We would also like to purchase six (6) Benelli M-4 (12 gauge) semi-automatic shotguns. The price of this purchase is \$9,528.00. We have obtained four (4) competitive price quotes and the amounts stated represent the least expensive price which was obtained from Lawmen's & Shooters Supply.

FINANCIAL IMPACT

Total requested from approved forfeiture funds is \$17,500.00. This amount will allow for the equipment purchase and any unforeseen implementation expenses. The current amount in forfeiture funds is approximately \$632,994.37.

RECOMMENDATION

Commission approval, and for the purchase of the Holsun AEMS Red Multi Reticle Optical systems and the Benelli M-4 (12 gauge) semi-automatic shotguns utilizing forfeiture funds.

State of Florida
Broward County
Town of Hillsboro Beach

Adopted by the Hillsboro Beach Mayor and Commission on this _____ day of December, 2023.

RESOLUTION NO. 2023-62

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE EXPENDITURE OF \$17,500 IN FEDERAL FORFEITURE FUNDS TO PURCHASE FIFTEEN (15) HOLOSUN AEMS RED MULTI RETICLE OPTICAL SYSTEMS FOR PATROL RIFLES AND SIX (6) BENELLI M-4 SEMI-AUTOMATIC SHOTGUNS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the expenditure of \$17,500 in Federal Forfeiture Funds to Purchase Fifteen (15) Holosun AEMS Red Multi Reticle Optical Systems for Patrol Rifles and Six (6) Benelli M-4 Semi-Automatic Shotguns.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves the expenditure of \$17,500 in Federal Forfeiture Funds to Purchase Fifteen (15) Holosun AEMS Red Multi Reticle Optical Systems for Patrol Rifles and Six (6) Benelli M-4 Semi-Automatic Shotguns.

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this ___ day
2 of _____ 2023.
3
4

5
6 TOWN OF HILLSBORO BEACH, FLORIDA
7

8 _____
9 Irene Kirdahy, Mayor
10

11
12 ATTEST:
13

14 _____
15 Sherry D. Henderson, CMC
16 Town Clerk
17

RESOLUTION NO. 2023-62

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR IRENE KIRDAHY	☐	☐
VICE MAYOR BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER VINNE ANDREANO	☐	☐
COMMISSIONER DAVID A. RAVANESI	☐	☐

Request for Quotes - 12 gauge Shotguns and Advanced Enclosed Microsights
3-Nov-23

Description	QTY		Lawmen's Shooters & Supply		B&H Police Supply		Proforce Law Enforcement		Lou's Police Distributors	
Benelli M-4 12 gauge semi-auto shotgun, 18.5 Barrel, Ghost ring Sights, 7+1 capacity, 3 positions telescoping stock	6	ea	\$ 1,588.00	\$ 9,528.00	\$ 1,657.66	\$ 9,945.96	\$ 1,701.70	\$ 10,210.20	\$ 1,656.85	\$ 9,941.10
Holosun Advanced enclosed micro sight, Red Multi Reticle, Titanium, Enclosed, Solar, Shake Awake, Rifle	15	ea	\$ 349.00	\$ 5,235.00	\$ 350.39	\$ 5,255.85	\$ 351.10	\$ 5,266.50	\$ 371.75	\$ 5,576.25

Freight \$ 150.00

TOTAL **\$ 14,763.00** **\$ 15,351.81** **\$ 15,476.70** **\$ 15,517.35**



TAB 5-E

RESOLUTIONS & CONTRACTS

Resolution No. 2023-63 Consideration to Approve and Authorize the Appropriate Town Officials to Execute the Fiscal Year 2024-2025 Enhanced Marine Law Enforcement Grant (EMLEG) with Broward County.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: EMLEG Enhanced Marine Law Enforcement Grant
Submitting Department: Police Department
Agenda Date: December 5th, 2023

ok
11.18.23

1. BACKGROUND / HISTORY

Annually the County requests the Town to execute an agreement with Broward County for the implementation of projects pursuant to the Enhanced Marine Law Enforcement Grant (EMLEG). Our current marine unit receives a grant (EMLEG) from Broward County that supports our mission of safety and vessel patrol coverage of the ICW. More specifically, the grant pays up to 304 aggressive (nighttime hours) and 416 (weekend hours). The current rate is \$51.00 an hour.

2. CURRENT ACTIVITY

Attached is the agreement, for the Fiscal Year 2024-2025. The County will pay a maximum of \$37,496.00 on a reimbursement basis at the rate of \$51.00 an hour.

3. FINANCIAL IMPACT

The Town will be reimbursed up to \$37,496.00 for working within the marine schedule during the fiscal year.

4. RECOMMENDATION

Recommend the Town approve the grant agreement for the Fiscal Year of 2024-2025.

Adopted by the Hillsboro Beach Mayor and Commission on this _____ day of December, 2023.

RESOLUTION NO. 2023-63

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE FISCAL YEAR 2024-2025 ENHANCED MARINE LAW ENFORCEMENT GRANT (EMLEG) APPLICATION WITH BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute the Fiscal Year 2024-2025 Enhanced Marine Law Enforcement Grant (EMLEG) Application with Broward County.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute the Fiscal Year 2024-2025 Enhanced Marine Law Enforcement Grant (EMLEG) Application with Broward County; a copy of the Application is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

1
2 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this ____
3 day of _____ 2023.

4
5
6
7 TOWN OF HILLSBORO BEACH, FLORIDA

8
9
10 _____
11 Irene Kirdahy, Mayor
12

13
14 ATTEST:

15
16 _____
17 Sherry D. Henderson, CMC
18 Town Clerk
19
20

RESOLUTION NO. 2023-63

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR IRENE KIRDAHY	☐	☐
VICE MAYOR BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER VINNE ANDREANO	☐	☐
COMMISSIONER DAVID A. RAVANESI	☐	☐

BROWARD COUNTY MARINE ADVISORY COMMITTEE

ENHANCED MARINE LAW ENFORCEMENT GRANT APPLICATION

FISCAL YEAR 2024-2025

**TOWN OF HILLSBORO BEACH
APPLICANT AGENCY NAME**

**BROWARD COUNTY PARKS AND RECREATION DIVISION
950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309
(954) 357-8133**

**BROWARD COUNTY
MARINE ADVISORY COMMITTEE**

**ENHANCED MARINE LAW ENFORCEMENT
GRANT (EMLEG) APPLICATION**

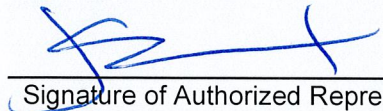
POLICY STATEMENT:

The purpose of the Enhanced Marine Law Enforcement Grant (EMLEG) program is to provide ways and means of improving boating safety in Broward County by enhancing or supplementing marine law enforcement activities and improving boating safety education. Attached is a list of the areas that the Broward County Marine Advisory Committee (MAC) feels are in need of enhanced marine law enforcement or boating safety education. It is desired that law enforcement agencies utilize the Local Option Vessel Registration Fee approved by the Board of County Commissioners to supplement existing services in their area of jurisdiction. Coordination with other law enforcement or educational agencies that have jurisdiction in Broward County is encouraged, and may be necessary, to enable the applicant agency to provide the needed enhanced coverage as desired. Innovative projects to improve boating safety in Broward County are enthusiastically encouraged.

APPLICANT: Hillsboro Beach Police Department
ADDRESS: 1210 Hillsboro Mile, Suite B
Hillsboro Beach, FL 33062

FEDERAL ID #: 59-600-2661
CONTACT PERSON(S): Jay Szesnat
TITLE: Chief of Police
PHONE NUMBER: (954) 427-6600
E-MAIL: jszesnat@townofhillsborobeach.com

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.



Signature of Authorized Representative

Chief of Police _____
Title

Date

All documents requesting reimbursement of grant funds will require an authorized signature before payment can be processed by Broward County.

Signature of Authorized Representative for Reimbursement Documents

Title

Date

PROJECT NAME: Hillsboro Beach Police Marine Division

PROJECT TYPE: (CHECK ONE) Please complete individual applications (Questions 1 through 11) for each project type being applied for:

- ☐ Innovative Law Enforcement Programs
☒ Enhanced Law Enforcement
☐ Police Marine Equipment
☐ Innovative Boating Safety/Education/Public Information
☐ Boating Safety Education/Public Information
☐ Educational/Safety/Public Information Equipment

PROJECT DESCRIPTION:

The Hillsboro Beach Police Department employs a police vessel to patrol the Hillsboro Inlet and the Intracoastal Waterway within its jurisdiction. The Marine division is committed to providing increased law enforcement presence to deter violations and promote boater safety through high visibility and enforcement of state laws.

Funding for waterway patrol hours.

Hours of Patrol: Daytime Patrol: Eight (8) hour shifts on Weekends and approved holidays. Aggressive Patrol: Eight (8) hour shifts scheduled as directed by the Chief of Police.

Area of Patrol: Southern portion of Zone 1 (Deerfield Beach city limits). Zone 2 including Hillsboro Inlet.

49 daytime shifts	392 hours.	392 X \$51.00 =	\$19,992.00
38 aggressive shifts	304 hours.	304 X \$51.00 =	\$15,504.00
<u>Marine Law Enforcement Training.</u>		<u>2 officers =</u>	<u>\$2,000.00</u>
Total Costs			\$37,496.00

The Towns jurisdiction is 3.2 miles long and is located on a barrier island. The town has natural boundaries with the Atlantic Ocean to the East and the Intracoastal Waterway to the West. The Hillsboro Inlet marks the Southern border. The vessel will not be used to patrol the Atlantic Ocean using EMLEG grant funds.

TOTAL PROJECT(S) GRANT COSTS REQUESTED \$37,496.00

LIST ELEMENTS FOR THE PROPOSED EMLEG PROJECT, QUANTITIES AND ESTIMATED COSTS, PROPOSED BY THE APPLICANT. THESE ELEMENTS WILL BE STRICTLY ADHERED TO, AND WILL REQUIRE EXECUTING AN "AMENDMENT TO THE AGREEMENT" TO CHANGE AFTER GRANT AGREEMENT IS EXECUTED. MINOR ADJUSTMENTS IN THE PROJECT(S), DUE TO UNFORSEEN CHANGES TO IMPROVE THE PROJECT AND WHICH DO NOT INCREASE THE PROJECT DOLLAR AMOUNTS, WILL BE ACCOMPLISHED BY ADMINISTRATIVE PROCEDURE.

PROJECT ELEMENTS	QUANTITY	ESTIMATED COST
1) Daytime Patrol Hours	392 (49 shifts) X \$51.00	\$19,992.00
2) Aggressive Patrol Hours	304 (38 shifts) X \$51.00	\$15,504.00
3) Marine Law Enforcement Training for 2 officers @ \$ 1000.00 Each		\$2,000.00
Total		\$37,496.00

1. WHAT IS THE CURRENT LEVEL OF MARINE LAW ENFORCEMENT/BOATING SAFETY EDUCATION FUNDING? WHAT IS THE FUNDING RATIO BETWEEN AGENCY AND GRANT MONIES EXPENDED FOR MARINE PATROL OR EDUCATIONAL TRAINING? PROVIDE THE NECESSARY DOCUMENTATION TO SUPPORT YOUR ANSWER.

The Hillsboro Beach Police Department provides marine patrol for the Hillsboro Inlet and Intracoastal Waterway primarily on weekends and certain evening hours. Officers stop boaters to address waterway violations, conduct vessel safety checks and disseminate educational materials regarding boater safety. The EMLEG grant will provide funding for an additional weekend patrol and aggressive patrol hours.

Estimated annual patrol hours for the Hillsboro Beach Marine unit is 696 hours (87, eight hour shifts). The estimated ratio between the Hillsboro Beach Police Department funding and EMLEG grant monies is projected to be evenly proportioned at 50% each. (one to one match)

2. PROVIDE NUMBER AND DESCRIBE TYPE OF BOATS CURRENTLY FUNDED FOR GRANT PATROLS. HOW MANY BOATS OR ENGINES HAVE BEEN PURCHASED USING GRANT MONIES? DESCRIBE TYPE OF EQUIPMENT CURRENTLY FUNDED TO PROVIDE BOATING SAFETY EDUCATION. PROVIDE A LISTING OF ALL EQUIPMENT PURCHASED UNDER PREVIOUS EMLEG GRANTS.

25 foot Contender center console with two newly purchased (Sept 2023) 225hp Mercury motors

3. WHAT IS THE CURRENT STAFFING LEVEL AND HOURS OF MARINE PATROL SERVICE PROVIDED. WHAT ARE THE QUALIFICATIONS OF THESE OFFICERS? HAVE THEY HAD BOATING EDUCATION TRAINING, WHAT TYPE, AND HOW MANY HOURS?

WHAT IS THE CURRENT STAFFING LEVEL AND HOURS OF BOATER SAFETY EDUCATION PROVIDED? WHAT ARE THE QUALIFICATIONS OF THESE STAFF MEMBERS? IF APPLICABLE, HAVE THEY HAD BOATING EDUCATION TRAINING? PROVIDE THE NECESSARY DOCUMENTATION TO SUPPORT YOUR ANSWER.

The Hillsboro Beach Marine Division consists of 14 officers who patrol primarily on weekends when boat traffic is heaviest. The hours of patrol are normally between 10:00 AM and 6:00 PM depending on weather conditions and other factors. Aggressive Hours are patrolled usually between 2:00 PM and 10:00 PM when staffing permits.

Marine Officers are required to complete a five-day training course (40 hours)

4. DESCRIBE HOW THE PROPOSED GRANT PROJECT WOULD IMPROVE BOATING SAFETY IN BROWARD COUNTY.

The proposed grant project will improve boating safety in Zones 1 and 2 by increasing patrol coverage on weekends and certain evening hours when the need is greatest. High visibility by a police vessel will serve to deter boater violations, and improve boating safety. Boaters are stopped to conduct boater safety inspections, inform of navigation rules and enforce state law.

5. IS THE PROPOSED GRANT PROJECT PROVIDING BOATING SAFETY ENHANCEMENTS FOR MORE THAN ONE POLITICAL JURISDICTION? WHY? HOW WILL THAT BE ACHIEVED? WHICH AGENCY WILL BECOME RESPONSIBLE FOR THE ADMINISTRATIVE FUNCTIONS OF THE MULTI-AGENCY AGREEMENT?

N/A

6. WILL THE AGENCY REQUESTING ENHANCED MARINE LAW ENFORCEMENT FUNDS PROVIDE FOR THE COSTS OF OFFICERS TO APPEAR IN COURT?

Yes

7. HOW WILL THE AGENCY REQUESTING ENHANCED MARINE LAW ENFORCEMENT FUNDS MEET, OR INCORPORATE, THE **"ZONES AND TIMES OF CONCERN"** (SEE EXHIBIT"A") IN THEIR GRANT PROPOSAL.

The Town's jurisdiction incorporates the Intracoastal Waterway to include the Southern portion of Zone 1 (Deerfield Beach city limits) and Zone 2 including the Hillsboro Inlet. Patrol for Saturday and Sunday daylight hours will be given priority. Patrol hours for approved holidays will be adhered to. Aggressive patrol hours will be determined by the Chief of Police.

8. IF APPLICABLE, DESCRIBE HOW REQUESTED NEW CAPITAL FOR POLICE MARINE EQUIPMENT WOULD IMPROVE THE ABILITY OF THE APPLICANT TO PROVIDE IMPROVED MARINE LAW ENFORCEMENT. IF APPLICABLE, PROVIDE SIMILAR INFORMATION REGARDING EQUIPMENT FOR BOATING SAFETY INSTRUCTION AS IT AFFECTS BOATER EDUCATION EFFORTS. WHAT IS THE PROPOSED OR EXPECTED LIFE OF THE EQUIPMENT?

N/A

9. WOULD THE REQUESTED NEW POLICE MARINE EQUIPMENT OR EDUCATIONAL EQUIPMENT REPLACE EXISTING EQUIPMENT, OR PROVIDE ADDITIONAL EQUIPMENT TO BE PLACED IN SERVICE? WHAT IS THE AGE OF THE EQUIPMENT THAT IS BEING REPLACED, AND WAS THIS EQUIPMENT WORN OUT EXCLUSIVELY DUE TO USE IN THE EMLEG PROGRAM?

N/A

10. WHO WOULD BE THE TARGET AUDIENCE OF THE PROPOSED BOATING SAFETY/EDUCATION/PUBLIC INFORMATION GRANT AND HOW WOULD THIS INFORMATION BE DISSEMINATED? WHERE WOULD THIS INFORMATION BE DISSEMINATED AND AT WHAT FREQUENCY?

N/A

11. HOW WOULD THE PROPOSED BOATING SAFETY/EDUCATION/PUBLIC INFORMATION GRANT IMPROVE SAFETY ON BROWARD COUNTY WATERWAYS? HOW WOULD THE APPLICANT BE ABLE TO QUANTIFY THE RESULTS OF THE PROPOSED PROJECT? ARE ANY PERMITS (FEDERAL, STATE, COUNTY, OR MUNICIPALITY) REQUIRED, AND WHAT IS THE STATUS OF THE PERMITS?

N/A

12. HOW MANY HOURS WERE PATROLLED WITH EMLEG FUNDS, AND HOW MANY WERE WITH THE APPLICANT'S FUNDS? ALSO, HOW MANY PATROL HOURS AND HOW MANY AGGRESSIVE HOURS WERE FUNDED BY EMLEG?

696 EMLEG Funds 1155 hours applicant funds
392 hours Patrol
304 hours Aggressive



TAB 6

CONSENT

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
11/30/2023
ACCOUNT NO: 1182-0606490
STATEMENT NO: 56079

General Matters

			HOURS	
10/30/2023	SMS	Research, calls, and discussion, on solicitation on public property.	2.50	
	DJD	Telephone conference with Town Manager; initial research regulating solicitation	1.30	
10/31/2023	DJD	Prepare resolutions for agenda; review emails; address public participation issue	1.40	
11/01/2023	DJD	Telephone conference with Mayor	0.20	
11/02/2023	DJD	Address processing for Professional Service Agreement with Slattery and Associates	0.40	
11/06/2023	DJD	Preparation of resolutions	0.30	
11/07/2023	DJD	Address public discourse	0.40	
11/08/2023	DJD	Telephone conference with Town Manager; review email from Stephen Bloom re: Water rate; address spot zoning	2.20	
11/09/2023	DJD	Review agenda	0.80	
11/13/2023	DJD	Prepare for Town Commission Meeting	1.00	
11/14/2023	DJD	Prepare for and attend Town Commission Meeting	3.50	
11/16/2023	DJD	Process contracts	0.40	
11/17/2023	DJD	Address request to revise Professional Services Agreement	0.80	
11/28/2023	DJD	Prepare resolutions for agenda	1.10	
11/29/2023	DJD	Prepare resolutions for agenda	0.40	
		FOR CURRENT SERVICES RENDERED	16.70	5,010.00

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. Doody	14.20	\$300.00	\$4,260.00
Sean M. Swartz	2.50	300.00	750.00

General Matters

Color photocopies	25.55
Photocopies	<u>17.85</u>
TOTAL OUT-OF-POCKET EXPENSES THROUGH 11/29/2023	43.40
TOTAL CURRENT WORK	5,053.40
BALANCE DUE	<u>\$5,053.40</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
11/30/2023
ACCOUNT NO: 1182-1200993
STATEMENT NO: 56080

Development (Related)

			HOURS	
11/01/2023	DJD	Address status of EIR	0.30	
11/09/2023	DJD	Review emails from Pedro Gassant, Esq. and Jim Hickey	0.70	
11/20/2023	DJD	Telephone conference with James Hickey; participate in conference call	1.60	
11/21/2023	DJD	Initial review of proposed text amendment	0.40	
11/22/2023	DJD	Transmittal of email to Jeff Bass, Esq.; telephone call with Jim Hickey; telephone call with Mac Serda	0.80	
11/27/2023	DJD	Review emails; telephone call with Town Manager; telephone call with Vice Mayor; telephone call with Commissioner	1.30	
11/28/2023	DJD	Telephone conference with Town Commissioner; telephone call with James Hickey	0.80	
11/29/2023	DJD	Meet with Town Commissioners	8.40	
		FOR CURRENT SERVICES RENDERED	14.30	4,290.00

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. Doody	14.30	\$300.00	\$4,290.00

Color photocopies	0.70
Photocopies	5.95
TOTAL OUT-OF-POCKET EXPENSES THROUGH 11/29/2023	6.65
 TOTAL CURRENT WORK	 4,296.65
 BALANCE DUE	 <u>\$4,296.65</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Sherry Henderson

Page: 1
11/30/2023
ACCOUNT NO: 1182-1200998
STATEMENT NO: 56081

Development (BH3)

			HOURS	
10/30/2023	DJD	Review emails	0.30	
10/31/2023	DJD	Initial review of proposed ordinance	0.70	
11/07/2023	DJD	Review email from David J. Caviello	0.30	
11/09/2023	DJD	Review proposed language; telephone call with David Coviello, Esq.	0.60	
11/14/2023	DJD	Prepare for Town Commission consideration of ordinance	0.60	
		FOR CURRENT SERVICES RENDERED	2.50	750.00

	RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
D.J. Doody	2.50	\$300.00	\$750.00	

TOTAL CURRENT WORK 750.00

BALANCE DUE \$750.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
Town Clerk
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
E: Sherry D. Henderson, CMC TOWN CLERK

Attn: Mac Serda, Town Manager

adv. Richard Crusco, et al (4th District Case#4D231752)

Billing category: (10-Litigation)

Page: 1
11/30/2023
ACCOUNT NO: 1182-1201002
STATEMENT NO: 56083

			HOURS	
11/06/2023	DJD	Review of Response Brief	1.30	
11/17/2023	DJD	Review emails; review brief	1.70	
11/20/2023	DJD	Review reply to respondents brief filed with 4th DCA	1.00	
11/21/2023	DJD	Address pleadings	0.40	
		FOR CURRENT SERVICES RENDERED	4.40	1,320.00

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. Doody	4.40	\$300.00	\$1,320.00

TOTAL CURRENT WORK 1,320.00

BALANCE DUE \$1,320.00



AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#

#105036

DATE

11/22/2023

CUSTOMER ID

C1312

NET TERMS

Net 30

PO#**DUE DATE**

12/22/2023

BILL TO

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
United States

Services provided for the Month of: October 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Variable Charges for the Month of: October 2023					
Postage 001-541010-51307-5000	1	Ea	91.83		91.83
Subtotal					91.83

Subtotal	\$91.83
-----------------	---------

Tax	\$0.00
------------	--------

Total Due	\$91.83
------------------	---------

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#

#104875

DATE

11/21/2023

CUSTOMER ID

C1312

NET TERMS

Net 30

PO#**DUE DATE**

12/21/2023

BILL TO

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
United States

Services provided for the Month of: November 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services for the Month of: November 2023					
Financial Accounting Service 001-532004-51308-5000	1	Ea	8,786.58		8,786.58
Storage 001-544025-51307-5000	1	Ea	11.10		11.10
Subtotal					8,797.68

Subtotal	\$8,797.68
-----------------	------------

Tax	\$0.00
------------	--------

Total Due	\$8,797.68
------------------	------------

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



TAB 8-A

Staff Updates POLICE DEPARTMENT



Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda
 From: Police Chief, Jay Szesnat
 Subject: October 2023 Monthly Report

Patrol Snapshot:

Activity	Current Month	Sept 2023	Oct 2022
Contacts			
Motor Vehicle	130	126	169
Crosswalk	119	112	199
Marine Unit	125	105	100
Beach Unit	154	116	0
Cyclists	109	102	162
Arrests	2	1	3
Service			
Alarms	16	19	12
Assist Other Agency	5	4	4
Dogs on Beach/Animal	3	3	2
Vessel	15	9	13
Noise	2	3	0
Open Doors	4	4	5
Police Assists	166	83	113
Domestic/Disturbances	1	1	1
Sick/Injured	15	10	12
Crash	4	2	1
Trespassing	2	0	1
Security Checks	5,898	6,114	6,818
Total Calls	341	197	272

Investigations Snapshot:

October 2023 (new)	Actively Working	Inactivated/Cleared
Fraud # 232634	Elderly Exploitation # 231504	
Death Invest. # 232738	Burglary # 231769	
	Burglary # 231897	
	Burglary Conveyance # 230118	
	Burglary Conveyance # 231874	
	Grand Theft # 232145	

Personnel News:

October Notable Events:

On October 1st HBPD was notified by the U. S. Department of Homeland Security Air / Marine Operations of a suspicious vessel approaching the shoreline approximately two miles north of the Hillsboro Inlet. All Available HBPD units deployed to various access points along the beach throughout our jurisdiction. No vessels located along our shore.

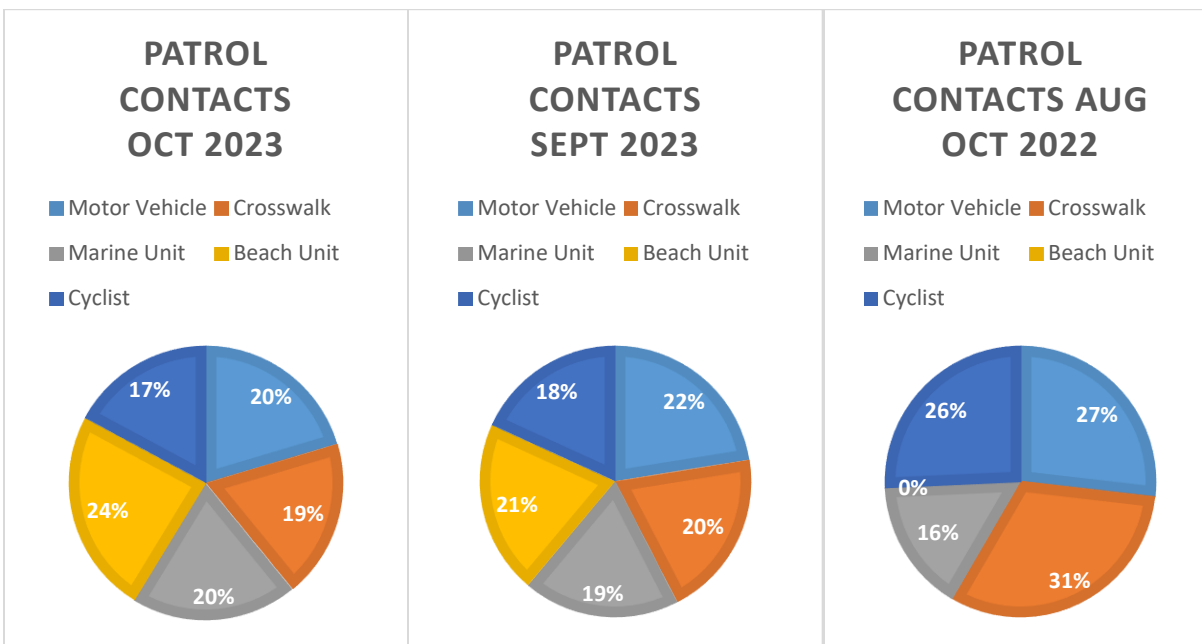
On October 7th HBPD received a 911/CAD complaint regarding an 85YOA female who had pulled her vehicle over in the 900 block of Hillsboro Mile. The reporting party states the female appeared confused and disoriented, upset that she was lost. HBPD units were dispatched to the scene and located the subject. Our Officers determined she was from the City of Sunrise and made contact with Sunrise Police Department in an effort to contact family. The subject was transported to HBPD and her son was contacted and responded to take her home.

On October 27th HBPD received a call from an employee in the 1100 block of Hillsboro Mile requesting a welfare check on a guest. The employee stated the guest was laying on the bed, eyes were open, and didn't appear to be moving. Broward Sheriff's Office Fire Rescue responded along with our HBPD units, it was determined that the subject was alive but in a dangerously high level of intoxication. BSO Fire Rescue transported the subject to the hospital. HBPD contacted a family member regarding rehabilitation.

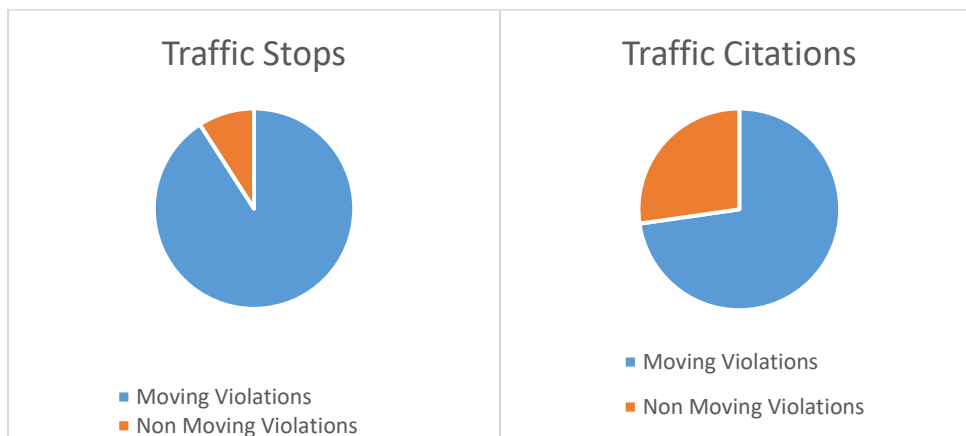
On October 30th HBPD received a 911/CAD complaint in the 1100 block of Hillsboro Mile, regarding a 42YOA male unconscious, and did not appear to be breathing. Our HBPD units responded and determined a drug overdose might be involved, Officer's administered NARCAN and initiated CPR. Broward Sheriff's Office Fire Rescue arrived and transported the subject, unfortunately he did not survive. HBPD Detectives were dispatched to complete an investigation and contact the Medical Examiner's Office.

On October 30th HBPD received a call from a resident walking on the beach in the 1000 block of Hillsboro Mile in reference to spotting an alligator in the surf. Our HBPD units responded and located the alligator which was continually exiting the surf and displaying aggressive behavior on the beach. Florida Fish and Wildlife Commission was contacted and responded to the scene. Our HBPD Officer's assisted FWC with the capturing and packaging of the alligator for relocation. News helicopters arrived and filmed the event.

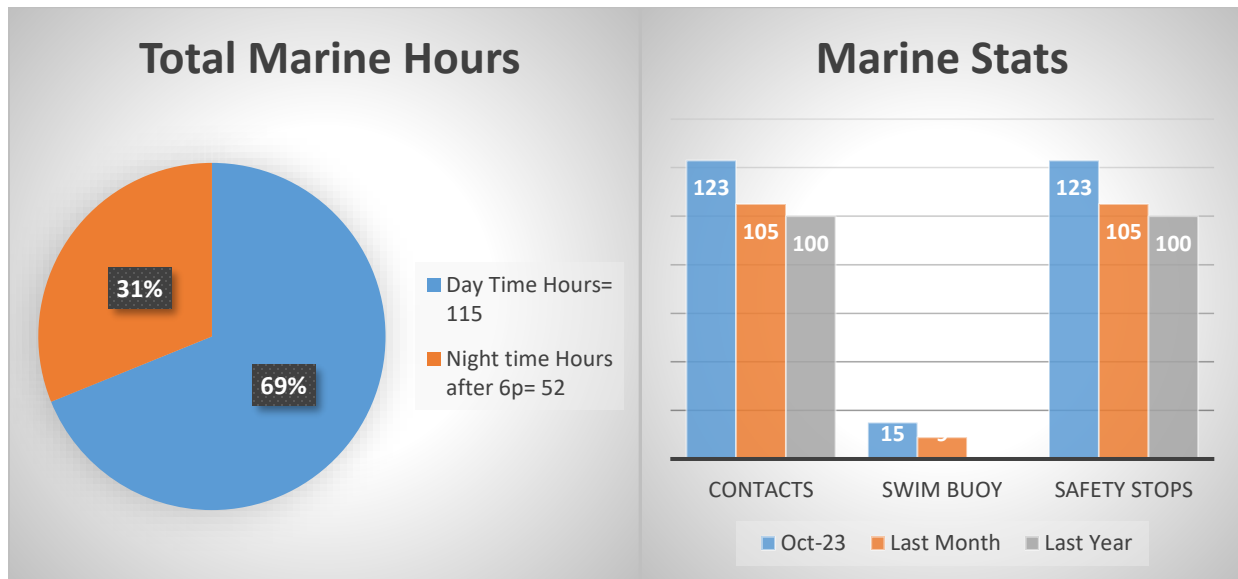
Patrol Services:



Traffic:



Marine/Beach Patrol:



Training:

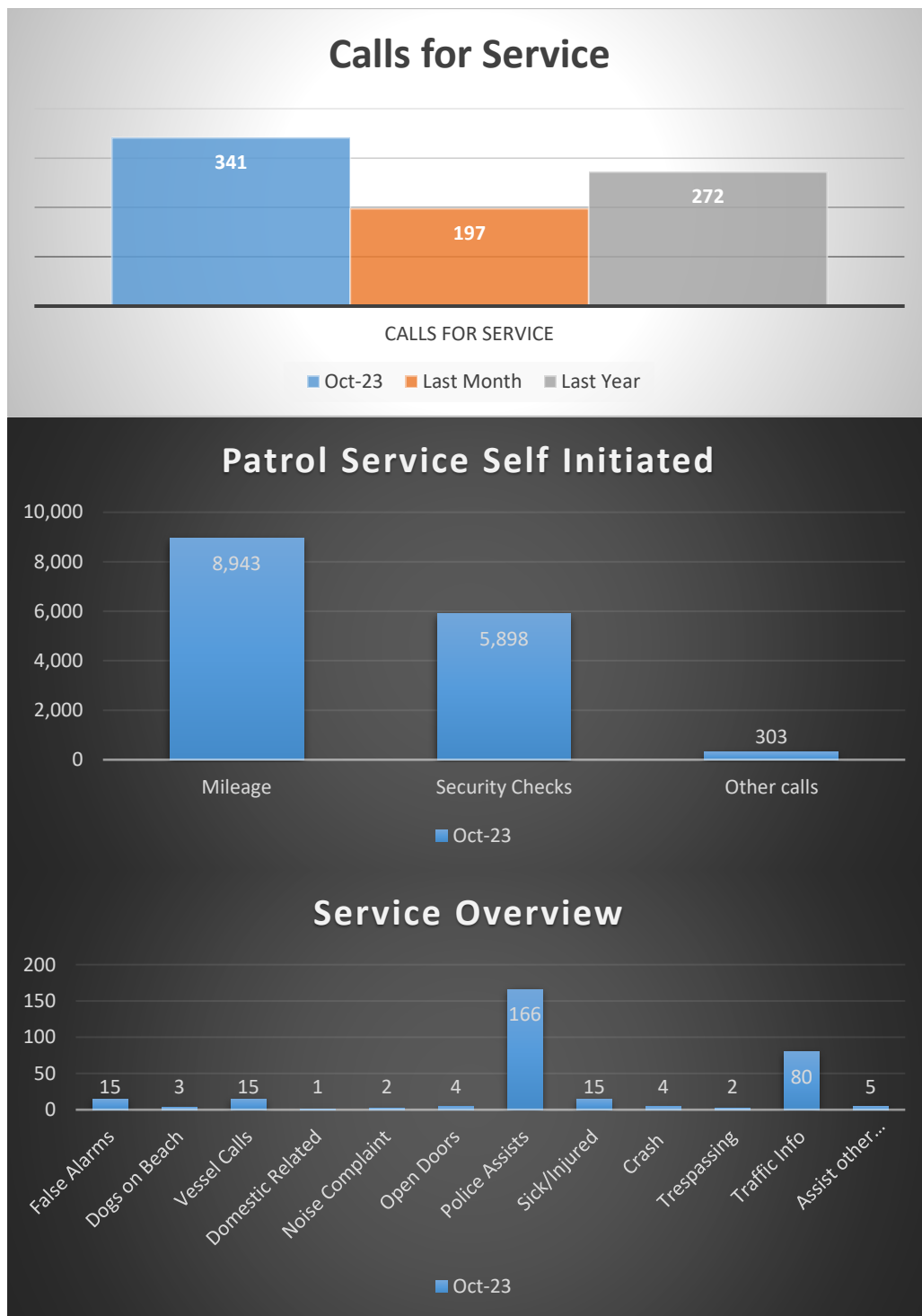
Police Law Institute (Online): New Florida Laws (Part 3 of 3)

Power DMS Topics: Current Drug Trends Facing Law Enforcement

Hillsboro Beach PD: Traffic Safety Initiative

Letters:

Overall Calls for Service:





TAB 8-B

Staff Updates BUILDING DEPARTMENT



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Irene Kirdahy and Commission
FROM: Steve Mitchell, Building Official
DATE: November 28, 2023
SUBJECT: October 2023 - Building Department Report

Building Department reviews for the Related projects are close to completion. The Department's reviews include Structural, Mechanical, Electrical and Plumbing. Throughout the review process the plans have been found to code compliant but lacking some details. While some information related to finishes and future work still needs to be provided, the plans are approvable for critical path construction to begin. As soon as outside agency (fire, environmental, flood plain, etc.) reviews are approved permits will be issued.

There is not much activity in new permitting beyond the usual condominium remodel applications, and increased activity is not expected until several weeks after the new year. Inspection levels remain steady in the single- and multi-family segments.

Respectfully Submitted,

Steven Mitchell

Building Official | Chief Electrical Inspector
Building Code Services | Town of Hillsboro Beach

Calvin, Giordano & Associates, Inc.

1210 Hillsboro Mile | Hillsboro Beach FL 33062

Office: 954.427.4011 | Fax: 954.427.4834 | Cell: 954.592.5057

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie



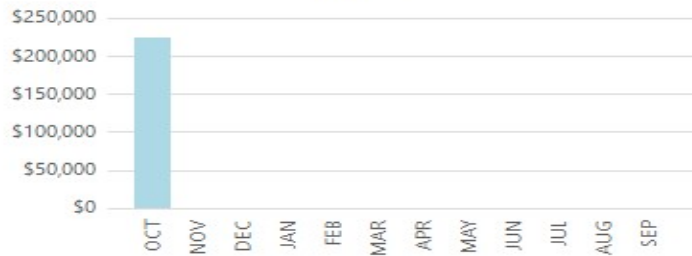


**Town of Hillsboro Beach
Building Department
Summary Report**

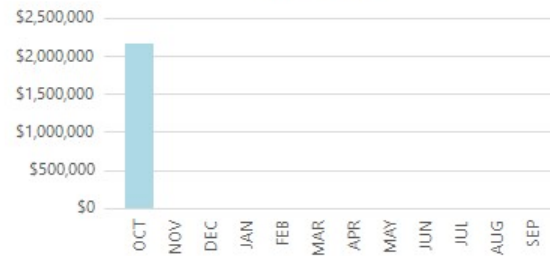
**Start Date: 10/1/2023
End Date: 10/31/2023**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Construction Value	\$2,158,296	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,158,296
Building Permit Fees	\$1,480,093	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,480,093
Fire & Zoning Fees	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
Total Revenue	\$1,483,093	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,483,093
CGA Expense	\$1,258,079	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,258,079
Town Revenue	\$225,014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225,014

Net Revenue



Construction Value





**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 10/1/2023
End Date: 10/31/2023**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$1,480,092.69	\$222,013.90	\$1,650.00	\$1,350.00	\$500.00	\$1,258,078.79	\$1,157.88	\$824.26	\$1,196.68
YTD	\$1,480,092.69	\$222,013.90	\$1,650.00	\$1,350.00	\$500.00	1,258,078.79	\$1,157.88	\$824.26	\$1,196.68



**Town of Hillsboro Beach
Building Department
Permit Report**

**Start Date: 10/1/2023
End Date: 10/31/2023**

Permit Type	# Issued	Building Permit Fees
COMMERCIAL ALARM SYSTEM	1	4,891.75
COMMERCIAL ALTERATION	1	220.00
COMMERCIAL CONCRETE RESTORATION	2	34,685.18
COMMERCIAL FENCE	1	232.93
COMMERCIAL PAVING/DRIVEWAY/ WALKWAY/PATIO	1	1,365.54
COMMERCIAL RE-ROOF	1	13,794.15
RESIDENTIAL A/C CHANGE OUT	12	2,385.09
RESIDENTIAL ALTERATION	15	11,910.60
RESIDENTIAL ELECTRICAL MISCELLANEOUS	3	590.52
RESIDENTIAL IRRIGATION SYSTEM/SPRINKLERS	2	902.50
RESIDENTIAL LOW VOLTAGE	1	125.00
RESIDENTIAL MECHANICAL MISCELLANEOUS	1	617.50
RESIDENTIAL MULTI FAMILY	2	1,394,608.45
RESIDENTIAL PLUMBING MISCELLANEOUS	1	726.55
RESIDENTIAL RE-ROOF	1	2,518.42
RESIDENTIAL SERVICE CHANGE/REPAIR	1	125.00
RESIDENTIAL SITE	2	3,532.07
RESIDENTIAL SWIMMING POOL/SPA	1	190.00
RESIDENTIAL WATER HEATER	2	250.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	17	5,756.44
SINGLE FAMILY RESIDENCE	4	665.00
	72	\$1,480,092.69



**Town of Hillsboro Beach
Building Department
Activity Report**

**Start Date: 10/1/2023
End Date: 10/31/2023**

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	91	57	23
Electrical	34	28	11
Plumbing	36	31	12
Mechanical	22	27	12
Fire	3	4	2
Zoning	0	10	4
Totals	186	157	64



**Town of Hillsboro Beach
Building Department
Issued Permits Report**

**Start Date: 10/1/2023
End Date: 10/31/2023**

Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
RESIDENTIAL ALTERATION					
484308BC0230	23359864-0	10/2/2023	1237 HILLSBORO MILE, UNIT 308	PORT DE MER CONDO	\$25,600.00
484308AP0670	23359899-0	10/3/2023	1198 HILLSBORO MILE, UNIT 132 (WORK W/O PERMIT)	HILLSBORO IMPERIAL APTS	\$17,000.00
484317AJ0550	23360170-0	10/9/2023	1069 HILLSBORO MILE, UNIT 801	OCEAN HILLSBORO CONDO	\$14,846.00
484308NN0720	23360252-0	10/11/2023	1221 HILLSBORO MILE, UNIT 39C (INTERIOR REMODEL)	THE SEA CLUB OF HILLSBORO BEACH	\$16,900.00
484317AB0100	23360387-0	10/13/2023	1051 HILLSBORO MILE, UNIT 210E	HILLSBORO LE BARON CONDO	\$125,965.00
484308AN0070	23360448-0	10/16/2023	1228 HILLSBORO MILE, UNIT 201	MEDITERRANEA CONDO	\$59,500.00
484308AE0270	23360512-0	10/17/2023	1200 HILLSBORO MILE, UNIT 2303	12 HILLSBORO MILE CONDO BLDG WEST	\$9,020.00
484308CJ0190	23360540-0	10/18/2023	1161 HILLSBORO MILE, UNIT 401 (MASTER BATHROOM REMODEL)	HILLSBORO COLONNADE CONDO	\$23,750.00
				Grand Total	\$292,581.00



**Town of Hillsboro Beach
Building Department
Plan Review Times Report**

**Start Date: 10/1/2023
End Date: 10/31/2023**

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	157	4.54	21.17



TAB 8-C

Staff Updates CODE COMPLIANCE



Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Code Compliance Summary Report

From 10/1/2023 To 10/31/2023 Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	38
Cases Opened During Period	5
Cases Opened as result of Complaint	5
Cases Closed During Period	4
Cases Closed due to compliance	3
Cases Open at End of Period	39
Inspections	6
Reinspections	24
Total	30
Special Magistrate Cases During Period	2

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita/N/A	38	5	5	4	3	39
Total	38	5	5	4	3	39



Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Code Compliance Summary Report

From 10/1/2023 To 10/31/2023 Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	6	24	30
Total	6	24	30

Summary of Cases Opened by Incident Type

Incident Type	Number
Fire Inspection Violation	3
Mechanical Equipment Screening	1
Zoning Violation	1
Total	5

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$1,204,650.00	\$52,750.00	\$1,257,400.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$1,204,650.00		\$1,257,400.00



Case Action Report*

From 10/1/2023

To 10/31/2023

Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
7/5/2023	Mechanical Equipment Screening	1198 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 132	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				7/5/2023	Complaint	B. Pita
				10/27/2023	Courtesy Notice	B. Pita
9/28/2023	Fire Inspection Violation	901 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/27/2023	Courtesy Notice	B. Pita
9/28/2023	Fire Inspection Violation	1223 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/23/2023	Courtesy Notice	B. Pita
9/28/2023	Fire Inspection Violation	1221 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/24/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/27/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1231 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/24/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/11/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1221 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 10/1/2023

To 10/31/2023

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
9/29/2023	Fire Inspection	1221 HILLSBORO MILE, HILLSBORO	Open	10/24/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1212 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/24/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1202 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/24/2023	Courtesy Notice	B. Pita
9/28/2023	Fire Inspection Violation	1170 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 302	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/27/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1169 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/23/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/23/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1160 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/11/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1159 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/27/2023	Courtesy Notice	B. Pita
9/28/2023	Fire Inspection Violation	1169 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 10/1/2023

To 10/31/2023

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
9/28/2023	Fire Inspection	1169 HILLSBORO MILE, HILLSBORO	Open	10/24/2023	Courtesy Notice	B. Pita
9/29/2023	Fire Inspection Violation	1063 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/29/2023	Complaint	B. Pita
				10/24/2023	Courtesy Notice	B. Pita
9/28/2023	Fire Inspection Violation	1051 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				10/3/2023	Complaint	B. Pita
				10/24/2023	Courtesy Notice	B. Pita
10/3/2023	Fire Inspection Violation	1051 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				10/3/2023	Complaint	B. Pita
				10/24/2023	Courtesy Notice	B. Pita
10/3/2023	Fire Inspection Violation	1045 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				10/3/2023	Complaint	B. Pita
				10/24/2023	Courtesy Notice	B. Pita
10/3/2023	Fire Inspection Violation	1045 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				10/3/2023	Complaint	B. Pita
				10/27/2023	Courtesy Notice	B. Pita
10/20/2023	Mechanical Equipment Screening	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 208	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				10/20/2023	Complaint	B. Pita
				10/27/2023	Courtesy Notice	B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified

ALL OPEN CODE CASES REPORT

	Incident Type	Owner	Site Address
1	Fire Inspection Violation	1159 HILLSBORO MILE LLC BNH IV HM TRI LLC	1159 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
2	Fire Inspection Violation	WOODWORTH,ELIZABETH D & E WOODWORTH REV LIV TR	1170 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 302
3	Fire Inspection Violation	HILLSBORO CLUB INC	901 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
4	Mechanical Equipment Screening	ORR,ELEANOR	1198 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 132
5	Fire Inspection Violation	COMMON AREA	1045 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
6	Fire Inspection Violation	COMMON AREA	1045 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
7	Fire Inspection Violation	COMMON AREA	1063 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
8	Fire Inspection Violation	COMMON AREA	1051 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
9	Fire Inspection Violation	COMMON AREA	1051 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
10	Fire Inspection Violation	COMMON AREA	1231 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
11	Fire Inspection Violation	COMMON AREA	1212 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
12	Fire Inspection Violation	COMMON AREA	1202 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
13	Fire Inspection Violation	COMMON AREA	1221 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
14	Fire Inspection Violation	COMMON AREA	1221 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
15	Fire Inspection Violation	COMMON AREA	1169 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
16	Fire Inspection Violation	COMMON AREA	1169 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
17	Fire Inspection Violation	COMMON AREA	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
18	Fire Inspection Violation	1223 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	1223 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
19	Fire Inspection Violation	COMMON AREA	1161 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
20	Fire Inspection Violation	COMMON AREA	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
21	Fire Inspection Violation	COMMON AREA	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
22	Fire Inspection Violation	COMMON AREA	1237 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
23	Fire Inspection Violation	COMMON AREA	1199 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
24	Fire Inspection Violation	COMMON AREA	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
25	Fire Inspection Violation	COMMON AREA	1166 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
26	Fire Inspection Violation	COMMON AREA	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
27	Fire Inspection Violation	COMMON AREA	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
28	Building Permit Requirement	FRIELICH,ROBERT S & FRIELICH,LYDA A	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 306
29	Construction Site Violation	MIRCHANDANI,KISHORE H/E MIRCHANDANI,ANJALI	995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
30	Property Maintenance	COMMON AREA / RAINBOW OCEAN SHORES APTS CO-OP	1231 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 #Property Manager
31	Nuisance	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101
32	Building Permit Requirement	BAKER,CHRISTIAN	1194 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 31
33	Building Permit Requirement	SELA,LUAN	1050 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 707W
34	Landscape Maintenance Violation	WINTER SUN INVESTMENTS LLC	1206 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
35	Property Maintenance	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101
36	Nuisance	MILLIONAIRE PORTFOLIO GROUP LLC	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812



TAB 9

Town Manager Report