VILLAGE OF KEY BISCAYNE

Village Council
Michael W. Davey, Mayor
Brett Moss, Vice Mayor
Edward London, Councilmember
Luis Lauredo, Councilmember
Allison McCormick, Councilmember
Franklin H Caplan, Councilmember
Ignacio J. Segurola, Councilmember

REGULAR COUNCIL MEETING
TUESDAY, JANUARY 18, 2022
6:00 PM

1.**CALL TO ORDER/ROLL CALL OF MEMBERS**

2.**PLEDGE OF ALLEGIANCE**

3.**INVOCATION**
RABBI AVREMEL CAROLINE
CHABAD OF KEY BISCAYNE

4.**BRIEF COMMENTS BY COUNCIL**

5.**PUBLIC COMMENT:**
There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please dial any of the following Zoom numbers, US: +1 (312) 626-6799 or +1 (929) 205-6099 or +1 (301) 715-8592 , and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called

upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.

6.**AGENDA:**

APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWL

7.**SPECIAL PRESENTATIONS:**

A. NONE

8.**CONSENT AGENDA:**

(Consent agenda items are those which are routine, do not require discussion or explanation prior to Village Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request on an individual Council member for independent consideration provided such request is made during the approval/deferrals/additions/deletions substitutions/withdrawals segment of the meeting, prior to the vote on the consent agenda.)

8.A. SEPTEMBER 8, 2021 MINUTES
(FIRST BUDGET HEARING)

TAB 1

8.B. NOVEMBER 16, 2021 MINUTES
(REGULAR COUNCIL MEETING)

TAB 2

8.C. DECEMBER 7, 2021 MINUTES
(REGULAR COUNCIL MEETING)

TAB 3

8.D. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE OPIOID SETTLEMENT INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY GOVERNING THE USE OF OPIOID SETTLEMENT FUNDS ALLOCATED TO THE MIAMI-DADE COUNTY REGIONAL FUND; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.
(VILLAGE MANAGER)

RECOMMENDATION: Approval
TAB 4

8.E. A CAPITAL PROJECT AUTHORIZING RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING RESTATE CONSTRUCTION LLC FOR THE VILLAGE GREEN INTERIOR SIDEWALK RENOVATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $61,172; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

RECOMMENDATION: Approval
TAB 5

9.ORDINANCES: (NOT LATER THAN 7:30 P.M.)

9.A. FIRST READING:

1) NONE

9.B. SECOND READING:

2) NONE

10.RESOLUTIONS:

10.A. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING THE NEW BUILDING, ZONING, AND PLANNING FEE SCHEDULE; REPEALING THE BUILDING, ZONING, AND PLANNING FEE SCHEDULE APPROVED BY RESOLUTION NO. 2018-13; AND PROVIDING FOR AN EFFECTIVE DATE.
(PUBLIC WORKS DIRECTOR JAKE OZYMAN, FIRE RESCUE CHIEF ERIC LANG AND BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS)

PUBLIC HEARING

RECOMMENDATION: Approval

TAB 6

10.B. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A VARIANCE REQUEST TO ALLOW INSTALLATION OF A TEN-FOOT WALL IN THE REAR ZONE OF THE PROPERTY LOCATED AT 131 ISLAND DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.
(BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS AND PLAN REVIEWER OLGA GARCIA)

PUBLIC HEARING

RECOMMENDATION: Denial
TAB 7

11.**PUBLIC COMMENTS:**

There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rule. If you have a matter you would like to discuss during public comments, a request form is available at the entrance of the Council Chamber, please fill-it in and return it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium. Or if you are joining the meeting remotely, please dial any of the following Zoom numbers, US: +1 (312) 626-6799 or +1 (929) 205-6099 or +1 (301) 715-8592 , and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.

12.**REPORTS AND RECOMENDATIONS:**

A. VILLAGE MANAGER (NOT LATER THAN 8:00 P.M.)

MANAGER'S REPORT
TAB 8

1.) SAFE AND SECURE VILLAGE

a) COVID19 UPDATE
(FIRE RESCUE CHIEF ERIC LANG)

2.) THRIVING AND VIBRANT LOCAL COMMUNITY AND MARKETPLACE

a) STORMWATER FEE STRUCTURE-FIRST DISCUSSION
(PUBLIC WORKS DIRECTOR JAKE OZYMAN)

b) PARADISE PARK BUDGET MODIFICATION UPDATE
(PUBLIC WORKS DIRECTOR JAKE OZYMAN)

c) BUILDING RE-CERTIFICATION UPDATE
(CHIEF BUILDING OFFICIAL RENE VELAZCO)

3.) ENGAGING AND ACTIVE PUBLIC SPACES AND PROGRAMS

a) BEACH OPERATIONS AND MAINTENANCE: KITE SURFING PROGRAM UPDATE
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

b) BEACH OPERATIONS AND MAINTENANCE: ACCESS TO EASEMENTS UPDATE

(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

c) OPTIONS FOR ATHLETIC FIELDS
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

4.) ACCESSIBLE, CONNECTED AND MOBILE VILLAGE-WIDE TRANSPORTATION

a) RICKENBACKER CAUSEWAY UPDATE
(VILLAGE MANAGER)

5.) RESILIENT AND SUSTAINABLE ENVIRONMENT AND INFRASTRUCTURE

a) LONG TERM RESILIENT INFRASTRUCTURE PLAN: 5 LINES OF EFFORT + COASTAL STORM RISK MANAGEMENT (CSRM) UPDATES
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

6.) EFFECTIVE AND EFFICIENT TEAM

a) CAPITAL IMPROVEMENT PROGRAM UPDATE
(CHIEF OF STAFF JOCELYNE MOUSSAVOU)

b) TV PROGRAMMING UPDATE
(COMMUNICATIONS AND COMMUNITY ENGAGEMENT OFFICER JESSICA DROUET)

B. MAYOR AND COUNCIL MEMBERS

1) RICKENBACKER CAUSEWAY
(COUNCILMEMBER SEGUROLA)

2) GOLF CART ORDINANCE
(COUNCILMEMBER SEGUROLA)

3) MAST ACADEMY
(COUNCILMEMBER SEGUROLA)

4) APPOINTMENT/REAPPOINTMENTS BOARD OF SPECIAL MAGISTRATES
(MAYOR DAVEY)

C. VILLAGE ATTORNEY

1) CALLING FOR AN EXECUTIVE SESSION: LEACH V. VILLAGE OF KEY BISCAYNE, ET. AL.

D. VILLAGE CLERK

1) NONE

13**.OTHER BUSINESS/GENERAL DISCUSSION**

1) NONE

14**.SCHEDULE OF FUTURE MEETINGS/EVENTS:**

A. REGULAR COUNCIL MEETING

TUESDAY, FEBRUARY 8, 2022, 6:00 P.M., COUNCIL CHAMBER

B. REGULAR COUNCIL MEETING
TUESDAY, MARCH 8, 2022, 6:00 P.M., COUNCIL CHAMBER

C. REGULAR COUNCIL MEETING
TUESDAY, APRIL 12, 2022, 6:00 P.M., COUNCIL CHAMBER

15.**ADJOURNMENT**

I. ANY PERSON WISHING TO ADDRESS THE VILLAGE COUNCIL ON AN ITEM ON THIS AGENDA IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

II. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FLORIDA 33149, TELEPHONE NUMBER (305) 365-5506, NOT LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS.

III. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT 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 (F.S.286.0105).

IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, ADOPTING SECTION 2-11.1(s) OF THE MIAMI-DADE COUNTY CODE, ANY PERSON ENGAGING IN LOBBYING ACTIVITIES, AS DEFINED THEREIN, MUST REGISTER AT THE VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

THE ABOVE MEETINGS ARE HELD IN THE COUNCIL CHAMBER, 560 CRANDON BOULEVARD AND ARE SUBJECT TO CHANGE. ZONING MEETINGS AND SPECIAL COUNCIL MEETINGS WILL BE SCHEDULED ON AN AS NEEDED BASIS. PLEASE VISIT www.keybiscayne.fl.gov TO VIEW THE MEETING SCHEDULE.

MINUTES

FIRST BUDGET HEARING
KEY BISCAYNE, FLORIDA

WEDNESDAY, SEPTEMBER 8, 2021

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:00 p.m. Present were Councilmembers Franklin H. Caplan, Luis Lauredo (arrived 6:07 p.m.), Allison McCormick, Brett G. Moss, Ignacio Segurola, Vice Mayor Edward London and Mayor Michael W. Davey. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Mayor Davey led the Pledge of Allegiance.

3. **BRIEF COMMENTS BY COUNCIL:** Mayor Davey addressed the public offering condolences to the family for the passing of former Village police officer Sharon Ernesto, also announced there will be a Village ceremony this Saturday for the 20th Anniversary of 9/11 and announced the date of the Second Budget Hearing on September 21st, 2021, also announced that Miami-Dade County Commissioner Raquel Regalado will hold a Town Hall Meeting on September 22nd, 2021 at the Key Biscayne Community Center regarding the Rickenbacker Causeway RFP and encouraged the public to attend and also wished the public a Happy Rosh Hashanah; Councilmember Caplan addressed the Council thanking staff for the audio/IT work completed for the Council Chamber and Councilmember McCormick addressed the public thanking staff for the work putting the budget together.

The Attorney addressed the public regarding public comments for the millage resolution and the budget ordinance at that time.

4. **PUBLIC COMMENTS:** There were no speakers that addressed the Council.

5. **MILLAGE RESOLUTION:** The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE VILLAGE OF KEY BISCAYNE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); SETTING A DATE FOR A FINAL PUBLIC HEARING TO ADOPT THE MILLAGE RATE; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

Councilmember Moss made a motion to table the resolution. The motion was seconded by Vice Mayor London.

> The Mayor opened public comments. There were no speakers present. The Mayor closed public comments.

The motion to table the resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss, Segurola, Vice Mayor London and Mayor Davey voting Yes.

6. **ORDINANCE:** The Clerk read the following ordinance on first reading, by title:

AN ORDINANCE OF THE VILLAGE KEY BISCAYNE, FLORIDA ADOPTING THE BUDGETS FOR THE FIS CAL YEAR COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022 PURSUANT TO SECTION 200.065, FLORIDA STATUES (TRIM BILL); AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to adopt the ordinance on first reading. The motion was seconded by Councilmember Caplan.

Vice Mayor London made a motion to table the ordinance. The motion was seconded by Mayor Davey.

> The Mayor opened the public hearing. The following resident addressed the Council: Pedro Kono, 425 Allendale Road. The Mayor closed the public hearing.

The motion to table was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss, Segurola, Vice Mayor London and Mayor Davey voting Yes.

The Manager addressed the Council giving a presentation of the FY22 proposed budget and an overview of the following items regarding the Village: challenges and opportunities, mission and values and strategic goals. The Manager also presented the top 7 Deliverables for FY22 including developing and deploying a community policing program across the entire community with the

new Chief of Police; building Paradise Park; maintain our beach, improving Crandon Boulevard traffic flow and safety; improving our youth programs and in particular access to athletic fields and courts; pursue all options for Rickenbacker Causeway to insure it meets the Village's needs and develop and begin to implement the Village's long-term resilient infrastructure plan.

The Manager addressed the Council regarding the budget summary stating that the General Fund Budget is $35,661,666 and recommending a millage rate of 3.2188. The transfer of funds to the Capital Improvement Program is $3,316,983 and the Grant Revenue is $3,316,983 and the transfer to the Parks and Recreation Open Spaces Land Trust is $252,858. The Debt Service is a decrease of $1,261,409 or 38%.

Building, Zoning, Planning and Public Works Director Jake Ozyman addressed the Council regarding the 5-year Capital Improvement Program with an overview of the following: General Services; Public Safety; Resiliency and Quality of Life-Transportation, Facilities and Parks and Open Space.

There was discussion from Council regarding the Village's fleet replacement policy, keeping track of vehicle repair costs and fuel efficiency.

Director Ozyman and Chief Financial Officer Benjamin Nussbaum addressed the Council regarding the above items.

There was discussion from Mayor Davey and Director Ozyman regarding the vessel exclusion zone, resiliency and shoreline protection and clarifying proposed cost allocations.

There was discussion from Council, the Manager and Director Ozyman regarding professional services agreements for the resiliency program, K-8 School central basin, undergrounding and Florida, Power & Light.

Councilmember Moss addressed the administration requesting to bring back at the next Budget Hearing what the value added is for the $624,000 for the professional services agreement for the resiliency program. Councilmember Caplan request to add clarification of what has been filled by the $500,000 and a Planning Director and the difference of these buckets of responsibilities. There was no objection to these requests.

Vice Mayor London addressed the Parks, Recreation and Open Spaces Director Todd Hofferberth regarding spin bike replacement.

Councilmember Moss addressed the Council regarding pedestrian safety.

There was extensive discussion from Council, the Manager, Director Hofferberth and Director Ozyman regarding Beach Park improvements and sewer extension, repairing showers and LED light replacements. There was additional discussion regarding the Beach Club sewer extension.

There was discussion from Council regarding Calusa Park and what the Village's commitment is and what the interlocal agreement states about Calusa Park.

There was discussion from Council and Director Hofferberth regarding Village Green interior sidewalk renovation and safety concerns regarding electric scooters.

CFO Nussbaum addressed the Council reporting that ad valorem taxes are 71% of the total revenue. COLA is at 4%, collective bargaining agreement changes and merit and step increases are all factored into the budget. The Administration was able to negotiate a substantial decrease in insurance premiums of $438,000.

There was extensive discussion from Council and Director Nussbaum regarding not including the debt service in order to see the Village's operating expenditures.

There was discussion from Council regarding budget growth concerns, millage rate, efficiency, and fiscal prudence.

CFO Nussbaum addressed the Council reporting on consolidating existing debt of $11,238,000 at an interest rate equal to 1.235% per annum. There was a Request for Proposal for a new Financial Advisor, a civic center bond matured, an equipment and auto loan matured, and the Village issued a new bond to purchase a fire engine at an interest rate of 1.764% per annum.

CFO Nussbaum addressed the Council regarding the Council's budget. Councilmember Lauredo addressed the Council regarding the professional services budget of $56,000 and requested this line item be moved to the Manager's budget. There was no objection to the request.

Councilmember Moss requested to change the wording on the Council's budget from "Advisory Boards" to "Initiatives" to clarify that this funding is for the Council's Initiatives and not funding going directly to the Advisory Boards. Councilmember Moss also requested to change the following listed items: the name "Vision Board" to "Vision" and "Education Advisory Board" to "Education". There was no objection to these requests.

CFO Nussbaum and the Clerk addressed the Council regarding the Village Clerk disaster communications budget change, legal advertising costs and subscriptions and memberships.

CFO Nussbaum addressed the Council regarding the Administration's budget.

The Attorney addressed the Council reporting on the changes to the Attorney's budget which includes $15,000 for the Charter Review Commission.

Director Ozyman addressed the Council regarding the Building, Planning, Zoning and Code Compliance budget including adding a new Code Compliance Officer position.

Vice Mayor London addressed Director Ozyman regarding eliminating the Plan Reviewer position.

Director Ozyman addressed the Council reporting that the Building Department issued 2,263 permits, 6,037 plan reviews were completed and 7,007 inspections were completed. Also reporting

the Accela Citizen Access Portal permitting system was implemented with a goal to be fully electronic and paperless by the end of the year while delivering high quality service and quick turnaround times.

At this time Councilmember McCormick left the Council Chamber.

There was discussion from Council regarding the necessity of threshold inspectors and the spike in construction.

Director Ozyman addressed the Council regarding a Building, Zoning and Planning Director, records technician, building fee schedules and planning to present to Council a revised fee schedule soon.

Director Ozyman addressed the Council regarding the Public Works Department reporting on the completion of the following projects: Safe Routes to Schools, Fernwood Road drainage and parking improvements, the Crandon Boulevard beautification and finalizing the beach and dune restoration. Also reporting that next year's focus will be delivering a long-term capital and maintenance plan. Also reporting that the Chief Resilience and Sustainability Officer shifted to Public Works and the addition of a Public Works Superintendent position and a Capital Improvements/Grants Manager position.

There was discussion from Council regarding the Resiliency Coordinator position, the GIS system, an inspection and maintenance and repair program.

The Manager addressed the Council regarding facilities management protocols and procedure and maintenance and operations.

Interim Chief of Police Jason Younes addressed the Council reporting on new community policing initiatives, community engagement and programing for youth and seniors, reclassifying a Deputy Chief to Lieutenant and other personnel changes including the hiring of two additional police officers.

There was discussion from Council, Interim Chief Younes and the Manager regarding staffing for community policing, marine patrol, traffic enforcement, school police officers and GPS systems in police patrol cars.

Councilmembers Moss and Lauredo addressed Interim Chief Younes regarding Crandon Boulevard traffic, ticketing, pedestrian crossing safety concerns and shopping center parking lot enforcement.

Fire Rescue Chief Eric Lang addressed the Council regarding a new accreditation process for the Fire Department, a new fire engine which will be delivered this coming summer and the addition of a full-time inspector to our fire inspection bureau.

Councilmember Lauredo addressed Chief Lang regarding the availability of booster shots for the community.

Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council reporting on the start up of sports teams at the Community Center. Also reported on the status of the Paradise Park project and the very beginning of resolving some recreational and field space needs with neighboring communities.

CFO Nussbaum addressed the Council regarding Special Revenue Funds stating that these are not funded from the general fund and that they have a dedicated funding source: the Transportation Fund from the half cent sales tax from Miami-Dade County which has increased this year due to the economy. Director Nussbaum also reported the Village spends the bulk of these revenues on the Freebee transit service. The Village is working with the Miami-Dade County Transportation Planning Organization (TPO) to further expand the Freebee Program.

CFO Nussbaum addressed the Council reporting that FY21 was the final year of the 15-year interlocal revenue sharing agreement between Miami-Dade County and the Village for county toll bridge revenue.

There was discussion from Councilmember Moss and the Attorney regarding the expiration of the above interlocal agreement.

There was discussion from Council regarding Freebee and connecting Freebee to Brickell Avenue transportation access points.

CFO Nussbaum addressed the Council reporting Special Revenue Funds including Parks, Recreation & Open Spaces Land Trust Fund.

CFO Nussbaum addressed the Council regarding the Enterprise Fund and that the Village has moved from the Miami-Dade County Water & Sewer department (WASD) to the Miami-Dade Property Appraiser's office to assess the fees which will improve collections and reduce administrative burden on the staff. The Village was able to locate an additional 697 ERU's not previously billed resulting in an additional over $140,000 in revenue.

Councilmember Moss commended the administration using SWOT analysis at the last budget workshop and hoped this will be incorporated in the future.

Mayor Davey made a motion to remove the millage resolution from the table. The motion was seconded by Councilmember Moss and approved by a 5-1 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, Moss, Segurola and Mayor Davey voting Yes. Vice Mayor London voting No. Councilmember McCormick was out of the room at the time of the vote.

The Attorney read into the record that the proposed millage rate for the Village of Key Biscayne for the fiscal year commencing October 1, 2021, through September 3, 2021, be and is hereby fixed at the rate of 3.1563 mills and the proposed millage rate is 3.2188 mills which is 0.0625, or 1.98% over the rolled-back rate.

Councilmember Moss made a motion to approve the millage resolution. The motion was seconded

by Councilmember Caplan.

Vice Mayor London made an amending motion to lower the millage rate to 3 mills. The motion was seconded by Councilmember Segurola.

Councilmember Segurola made an amending motion to set the millage rate at the roll back rate of 3.1563. Vice Mayor London accepted the amending motion.

There was discussion from Council and the Attorney regarding the above amended motion.

The London amended motion failed by a 3-3 roll call vote. The vote was as follows: Councilmembers Lauredo, Segurola and Vice Mayor London voting Yes. Councilmembers Caplan, Moss and Mayor Davey voting No.

The Moss motion failed by a 3-3 roll call vote. The vote was as follows: Councilmembers Caplan, Moss and Mayor Davey voting Yes. Councilmembers Lauredo, Segurola and Vice Mayor London voting No.

There was discussion from Council and the Attorney regarding the above vote. Vice Mayor London and Councilmember Lauredo addressed the Council deciding to amend their votes regarding the Moss motion out of courtesy and consideration for Councilmember McCormick's emergency absence. It was the consensus of Council to withdraw the Moss motion vote and direct the Clerk to call the Moss motion vote again.

The Moss motion was approved by a 5-1 roll call vote. The vote was as follows: Councilmembers Caplan, Lauredo, Moss, Vice Mayor London and Mayor Davey voting Yes. Councilmember Segurola voting No.

Mayor Davey made a motion to remove the budget ordinance from the table. The motion was seconded by Councilmember Moss and approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, Moss, Segurola, Vice Mayor London and Mayor Davey voting Yes.

Councilmember Caplan made a motion to approve the budget ordinance on first reading. The motion was seconded by Councilmember Moss and approved by a 5-1 roll call vote. The vote was as follows: Councilmembers Caplan, Lauredo, Moss, Vice Mayor London and Mayor Davey voting Yes. Councilmember Segurola voting No.

The Clerk announced the second reading of the ordinance will be on September 21, 2021.

7. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

8. **ADJOURNMENT:** The meeting was adjourned at 10:31 p.m.

Respectfully submitted:

_____
Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____2021:

_____
Michael W. Davey
Mayor

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MINUTES

REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, NOVEMBER 16, 2021

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:01 p.m. Present were Councilmembers Franklin H. Caplan, Luis Lauredo (arrived 6:04 p.m.), Allison McCormick, Brett G. Moss, Ignacio Segurola, Vice Mayor Edward London and Mayor Michael W. Davey. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Mayor Davey led the Pledge of Allegiance.

3. **INVOCATION:** Deacon Miguel Baguer, St. Christopher's by-the-Sea gave an invocation. Reverend Amanda B. Brady was unable to attend the meeting.

4. **BRIEF COMMENTS BY COUNCIL:** Mayor Davey addressed the public thanking the Honor Guard, Parks, Recreation and Open Spaces Director Todd Hofferberth and the department's staff for the recent Veteran's Day Ceremony held at the Village Green, also announced Councilmember Caplan placed third in his age group in last week's Key Biscayne Lighthouse Run and recognized the work done by the public safety workers and the Parks and Recreation Department during this pandemic and also wished everyone a Happy Thanksgiving. Councilmember Caplan addressed the public recognizing the beautiful Veteran's Day flag lowering ceremony at the Key Biscayne Yacht Club that he attended with Mayor Davey.

5. **PUBLIC COMMENTS:** The following residents addressed the Council: Florencia Manero, 676 Fernwood Road; Hernan Lopez Varela, 452 Hampton Lane and Ignacio Goris, 560 Warren Lane.

6. **AGENDA:** Councilmember Lauredo requested to defer the minutes of September 8, 2021, First Budget Hearing, September 21, 2021, Second Budget Hearing and October 12, 2021, Regular Council Meeting to the next Regular Council Meeting. The Attorney requested the addition of a discussion regarding the Charter Revision Committee to be heard together with Item 12A6c.

The agenda, as amended, was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss, Segurola, Vice Mayor London and Mayor Davey voting Yes.

7. **SPECIAL PRESENTATIONS:** Mayor Davey presented a Proclamation honoring Mrs. Darlene Presley-Durant, a retiring teacher of 36 years from the Key Biscayne K-8 Center.

Mayor Davey presented a special certificate honoring Ms. Rosa Kemper, a Key Biscayne adoptive family, and presented a Proclamation recognizing National Adoption Month. Katerin Chavez from Citrus Family Care Network accepted the Proclamation on behalf of Miami-Dade County Foster and Adoptive Parent Association.

A presentation on Athletic Field Utilization and Allocation was given by Glen Waldman, Chair of the Village Athletics Advisory Board.

There was discussion from Council and the Attorney regarding the above presentation.

Director Hofferberth addressed the Council regarding the above presentation.

Councilmember Lauredo made a motion to accept the Village Athletics Advisory Board's recommendations as presented and to give Key Biscayne residents a two-week priority registration for the Village's sports programs. The motion was seconded by Councilmember Caplan.

There was discussion from Council regarding the above motion.

Councilmember McCormick addressed the Council regarding future registrations to be online.

Vice Mayor London made an amending motion to extend the time for priority registration for Key Biscayne residents to four weeks. The amending motion was not accepted by Councilmember Lauredo.

The Lauredo motion failed by a 1-6 voice vote. The vote was as follows: Councilmember Lauredo voting Yes. Councilmembers Caplan, McCormick, Moss, Segurola, Vice Mayor London and Mayor Davey voting No.

Vice Mayor London made a motion to allow Key Biscayne residents four weeks for priority registration for the Village's sports programs. The motion was seconded by Councilmember Moss and approved by a 6-1 voice vote. The vote was as follows: Councilmembers Caplan, McCormick, Moss, Segurola, Vice Mayor London and Mayor Davey voting Yes. Councilmember Lauredo voting No.

It was the consensus of Council to direct the Manager to implement the Village Athletics Advisory Board's following recommendations: sports programs for 10-year-olds and under will only be for Key Biscayne residents plus the children of five volunteer Rugby coaches and the children of full-time employees working on Key Biscayne. Also, Rugby, Soccer and Field Hockey registrations will be capped at their current levels, but underperforming sports will still be allowed to continue to register children.

8. **CONSENT AGENDA:** Mayor Davey made a motion to approve the consent agenda. The motion was seconded by Councilmember Caplan.

Councilmember Lauredo requested to defer the minutes of September 8, September 21 and October 12, 2021 earlier in the evening.

The minutes of the September 21st, 2021 Special Council Meeting.

The minutes of the September 30th, 2021 Special Council Meeting.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE FLORIDA MEMORANDUM OF UNDERSTANDING WITH THE STATE OF FLORIDA AND OTHER PARTICIPATING LOCAL GOVERNMENT UNITS FOR THE ALLOCATION AND USE OF OPIOID SETTLEMENT FUNDS TO ABATE AND RESOLVE THE OPIOID EPIDEMIC; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

The consent agenda, as amended, was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss, Segurola, Vice Mayor London and Mayor Davey voting Yes.

9. **ORDINANCES:** The Clerk read the following ordinance on first reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 2-10, "ADVISORY BOARDS," OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES RELATING TO ADVISORY BOARD ADMINISTRATION AND BOARD MEMBER REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the ordinance on first reading. The motion was seconded by Vice Mayor London.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

Councilmember Lauredo and the Attorney addressed the Council regarding the above ordinance.

There was extensive discussion from Council and the Attorney regarding the above ordinance.

Mayor Davey made a motion to remove items (m) and (n) from the ordinance regarding relatives of Councilmembers not serving on advisory boards and regarding conflict of interests for lobbyists serving on advisory boards. The motion was seconded by Councilmember McCormick.

There was discussion from Council and the Attorney regarding the above motion.

The motion was approved by a 4-3 roll call vote. The vote was as follows: Councilmembers Caplan, McCormick, Moss and Mayor Davey voting Yes. Councilmembers Lauredo, Segurola and Vice Mayor London voting No.

It was the consensus of Council to make the following amendments to the ordinance: in item (a), fourth line, to remove "not to" and insert "inform" the Village Manager; in item (c), the fourth line, to remove "may" and insert "shall" include an appropriate sunset provision; in item (d), to add the following language of a maximum term limit of no more than 8 years consecutively and if a board member has already served 8 years, they are eligible to serve two more years; in item (f), second line, to remove "three" and insert "seven" days notice shall be given to the public and board members of regular board meetings.

Councilmember McCormick made a motion to approve the ordinance on first reading, as amended. The motion was seconded by Mayor Davey and approved by a 5-2 roll call vote. The vote was as follows: Councilmembers Lauredo, McCormick, Segurola, Vice Mayor London and Mayor Davey voting Yes. Councilmembers Caplan and Moss voting No.

The second reading is to be determined.

10. **RESOLUTIONS:** The Clerk read the following resolution by title:

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF SIX VEHICLES FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. IN AN AMOUNT NOT TO EXCEED $245,000; PROVIDING FOR AUTHORIZATION; DECLARING CERTAIN VEHICLES AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Moss.

Chief Financial Officer Benjamin Nussbaum addressed the Council regarding the above resolution.

There was extensive discussion from Council regarding the above resolution and the Village's fleet policy.

Vice Mayor London made a motion to defer the purchase of the vehicles for further vehicle inventory analyzation by the administration. The motion was seconded by Councilmember Segurola.

There was discussion from Council regarding the above motion.

Councilmember Lauredo made an amending motion to exempt the purchase of the four police department vehicles.

The Manager addressed the Council regarding the above motion.

CFO Nussbaum addressed the Council regarding the purchasing, timing and availability of vehicles for municipalities.

Vice Mayor London accepted Councilmember Lauredo's amending motion.

There was additional discussion from Council and the Attorney regarding the above amended motion.

Vice Mayor London withdrew his motion.

Mayor Davey made a motion to approve the resolution authorizing the purchase of four police vehicles and deferring the purchase of the non-police vehicles. The motion was seconded by Councilmember Lauredo.

Councilmember Caplan addressed the Council regarding the above motion and code compliance.

Councilmember Segurola addressed the Council requesting that CFO Nussbaum would come back to Council relatively soon with alternative vehicle choices. There was no objection to this request.

The resolution, as amended, was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss, Segurola, Vice Mayor London and Mayor Davey voting Yes.

The Attorney addressed the Clerk and CFO Nussbaum regarding updating the authorizing amount in the resolution.

CFO Nussbaum confirmed the authorizing amount is not to exceed $190,000.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING BEACH RAKER, LLC FOR BEACH CLEANING, MAINTENANCE, AND BEAUTIFICATION SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2021-15 IN AN AMOUNT NOT TO EXCEED $780,000.00 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council regarding the above resolution.

Councilmember Segurola addressed Dr. Samimy regarding reallocating the funds when the beach needs more maintenance or less maintenance.

Vice Mayor London addressed the administration requesting the writing and structuring of RFP's.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss, Segurola, Vice Mayor London and Mayor Davey voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO BCC ENGINEERING, LLC FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE CRANDON BOULEVARD LEVEL OF SERVICE AND PEDESTRIAN AND BICYCLE SAFETY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $240,000; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

The Manager addressed the Council confirming the not to exceed amount in the above resolution is $180,000.

There was discussion from Council and Building, Zoning, Planning and Public Works Director Jake Ozyman regarding the above resolution.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss, Segurola, Vice Mayor London and Mayor Davey voting Yes.

The Manager addressed the Council regarding holding future community engagement meetings in order to receive public input.

There was extensive discussion from Council, the Manager and Director Ozyman regarding clarifying the details of the contract and the recently added items to be analyzed.

Councilmember Lauredo addressed the administration regarding the consulting portion of the contract.

Director Ozyman addressed the Council clarifying the contract is $150,000 for engineering drawings and $30 to $35,000 for the planning portion.

There was additional discussion from Council and the Manager regarding the above clarifications of the contract.

11. **PUBLIC COMMENTS:** There were no speakers that addressed the Council.

12. **REPORTS AND RECOMMENDATIONS:** The following items were discussed:

Village Manager. At this time Item 12A6c was heard.

The Manager and CFO Nussbaum addressed the Council regarding the Auditor's Selection Committee's purpose, process and requirements.

Councilmember Moss addressed CFO Nussbaum regarding the above item.

Councilmember Lauredo made a motion to select Vice Mayor London as the Auditor's Selection Committee Chair. The motion was seconded by Councilmember Moss and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss, Segurola, Vice Mayor London and Mayor Davey voting Yes.

The Manager and CFO Nussbaum addressed the Council stating that they will work with the Vice Mayor over the next few weeks and come back to Council with recommendations.

At this time, the Mayor opened public comments. Don Elisburg, 177 Ocean Lane Drive addressed the Council. The Mayor closed public comments.

The Attorney addressed the Council regarding the process and requirements for the upcoming Charter Revision Committee appointments at the next Regular Council Meeting.

Fire Rescue Chief Eric Lang addressed the Council reporting that the Covid19 positivity rate in the Village is 1% to 2% and that the Covid19 vaccine pop-up events have administered almost 1,800 vaccines so far and vaccinations at the pop-up events are starting for 5- to 11-year-olds by appointment only. Chief Lang also reported that the next pop-up event will be held on December 8, 2021 at the Key Biscayne Community Center and also thanked Communications Officer Jessica Drouet and Director Hofferberth and his staff for their efforts.

There was discussion from Council regarding the Covid19 vaccinations and the rapid PCR tests.

Chief Lang addressed the Council commending Dr. Samimy's work on having the Village be the first municipality in Miami-Dade County to offer the rapid PCR tests. Chief Lang also reported an update on the vaccination percentages for the Village: 12- to 17- year-olds are at 72%, 18-year-olds and over are at 82% and 65-year-olds are at 80%.

Chief of Police Frank Sousa addressed the Council reporting on an update regarding the

Community Policing Program, Youth Engagement Programs and building relationships with the children in the Village and also street safety.

Councilmember McCormick addressed the public regarding motorized scooters and encouraging residents to have lights on their bikes and to wear helmets.

Vice Mayor London addressed Chief Sousa regarding enforcing lights on golf carts for night driving.

Chief Sousa addressed the Council reporting that Police Departments are transitioning in the way crime is reported in this country. It is changing to a national incident-based reporting system which will be a more comprehensive way of gathering crime data and provides a more in-depth analysis of how crime data is captured.

Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council announcing there will be entertainment for the children at the next Covid19 pop-up vaccine event at the Key Biscayne Community Center and reported on a status update regarding the Paradise Park project and also announced a December 10, 2021 Groundbreaking Ceremony will be held.

The Manager addressed the Council reporting on the status of Building Re-certifications stating that thirteen properties are 3 or more years past due and will be assessed a $500 fine on November 15, 2021. For the properties that are 3 years or less past due, they will be assessed a $500 fine on December 15, 2021. The Manager reported on the continued process for non-compliance.

Dr. Samimy addressed the Council reporting on the status of beach enhancements including the Vessel Exclusion Zone, the Kite Surfing Program and Seaweed Management stating 29 trucks hauled seaweed in October and 7 trucks hauled seaweed so far this month. Dr. Samimy also reported that Miami Kiteboarding has sent an unsolicited proposal for a 1-year pilot management program which is being reviewed by the Village.

Director Hofferberth addressed the Council reporting on a status of the Key Biscayne Library Project and a future presentation will be given to Council and the community.

The Manager addressed the Council regarding the library design process.

Councilmember Moss addressed the Manager regarding the library design process.

The Manager addressed the Council regarding a possible November 30, 2021 for a Key Biscayne Library community engagement meeting.

Vice Mayor London addressed the Council regarding Councilmember Moss working with Miami-Dade County regarding the library design.

Director Ozyman addressed the Council reporting on the status of Crandon Boulevard's traffic and safety improvements.

Dr. Samimy addressed the Council reporting on the statuses of Miami-Dade County's SMART plan, the Freebe program and possible express service between the Village, Metrorail and Metromover.

Mayor Davey addressed Dr. Samimy regarding opening up the seating on Freebe to more than just family members. Dr. Samimy addressed the Council regarding Miami-Dade County's Better Bus Network and the bus service route along Harbor Drive.

The Manager addressed the Council regarding working with Miami-Dade County's Transportation Department and the Director of Public Works regarding a program called "Go Connect" and possibly bringing this program to the Village.

There was discussion from Council and Dr. Samimy regarding exploring the Village's needs and demands for transportation.

The Manager addressed the Council announcing Miami-Dade County's Transportation Department will make a presentation in January 2022 regarding the Village's public transportation and the County's SMART plan.

Dr. Samimy addressed the Council reporting on an update regarding Shoreline Protection and the Army Corp of Engineers' CSRM feasibility report and the Village of Key Biscayne's inclusion in the report and also reported on exploring seawall ordinances for the bay side of the Village.

Dr. Samimy addressed the Council reporting on the status of Roadway Improvements and that the final survey from KCI's first phase should be ready at the end of November 2021 and a briefing will be given to Council in the next few weeks.

Councilmember McCormick addressed Dr. Samimy regarding the town halls, resident participation and resident's feedback.

Councilmember McCormick addressed the administration if the Army Corp of Engineers' presentation can be shown on Channel 77 and the Village's website. Dr. Samimy confirmed a link would be placed on the Village's website.

Councilmember McCormick commended the administration for their efforts in having the Village of Key Biscayne included in the 50-year feasibility study.

The Manager addressed the Council regarding the above item.

Vice Mayor London addressed the Council requesting an additional zoning amendment regarding having a bonus to encourage residents to build their houses high enough to park the cars inside the house. Councilmember Moss addressed the Council stating he will work with the Attorney and the Building, Zoning Reviewer/Planner Olga Garcia and bring this item back to Council at a future date.

Dr Samimy addressed the Council reporting on Utilities Hardening, submitting grant proposals

and meeting with Florida, Power & Light.

There was discussion from Council regarding the above items.

The Manager addressed the Council regarding the above items and announced he will be meeting with Village lobbyist, Mr. Mario Bailey, the first week in December.

Councilmember Moss addressed the Manager regarding the above items.

Director Ozyman addressed the Council reporting on a status update for the septic to sewer connections; two additional residences have connected since the last update given and there are 26 residences left to connect to the sewer system. Director Ozyman also reported on the County's enforcement for sewer connection.

Director Ozyman addressed the Council reporting on the Capital Improvement Projects. For 28 projects: 15 are in the planning stages, 3 are in design, 6 are in procurement, 2 are in permitting and 2 are in construction. Director Ozyman also reported that the Lake Park improvements are about 26% complete; also reported on the Paradise Park project moving forward and gave an update regarding the Beach Park project and announced a December 2, 2021 Community Engagement Meeting.

There was discussion from Mayor Davey and Director Ozyman regarding landscaping contractor service issues.

The Manager addressed the Council regarding Stearright and the restructuring of the Manager's Report.

Councilmember Lauredo addressed the Manager regarding receiving the Manager's weekly update reports.

Mayor and Councilmembers. Councilmember Segurola made a motion that the Village retain Counsel to investigate every possible opportunity that the Village has to sue Miami-Dade County to stop the Rickenbacker RFP.

There was discussion from Council and the Attorney regarding the above motion.

Councilmember Segurola withdrew his motion.

Councilmember Lauredo addressed the Council regarding concerns for traffic and speeding on the Rickenbacker Causeway requesting the Manager and Chief Sousa reach out to the City of Miami. There was no objection to this request.

Councilmember Segurola addressed the Attorney regarding the golf cart ordinance.

The Attorney addressed the Council regarding the golf cart ordinance.

Director Ozyman addressed the Council regarding golf cart access to Fernwood Road and in between the shopping centers.

Village Attorney. The Attorney did not submit a report.

Village Clerk. Pursuant to Section 2.02 (b) of the Village Charter, an election was held for the Vice Mayor's seat.

The Mayor opened the floor for nominations. Councilmember Caplan made a motion to nominate Councilmember Moss as Vice Mayor. The nomination was seconded by Councilmember McCormick.

Councilmember Caplan commended Vice Mayor London for a job well done.

There was discussion from Council regarding the above motion.

Councilmember Lauredo made a motion to nominate Councilmember Segurola as Vice Mayor. Councilmember Segurola declined the nomination.

Vice Mayor London made a motion to nominate Councilmember Lauredo as Vice Mayor. The nomination was seconded by Councilmember Segurola.

Vice Mayor London withdrew his motion.

The Caplan motion to nominate was approved by a 5-2 roll call vote. The vote was as follows: Councilmembers Caplan, McCormick, Moss, Vice Mayor London and Mayor Davey voting Yes. Councilmembers Lauredo and Segurola voting No.

13. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.

14. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

15. **ADJOURNMENT:** The meeting was adjourned at 9:53 p.m.

Respectfully submitted:

_____

Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____ 2021:

_____

Michael W. Davey
Mayor

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT 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.

MINUTES

REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, DECEMBER 7, 2021

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:00 p.m. Present were Councilmembers Franklin H. Caplan, Luis Lauredo, Edward London, Allison McCormick, Ignacio Segurola, Vice Mayor Brett G. Moss and Mayor Michael W. Davey. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Mayor Davey led the Pledge of Allegiance.

3. **INVOCATION:** Father Andrzej Foltyn, St. Agnes Catholic Church gave an invocation.

4. **BRIEF COMMENTS BY COUNCIL:** Mayor Davey addressed the public recognizing the 80th Anniversary of Pearl Harbor, reminded the public of the January 15th deadline for magnet school applications and wished Chief of Police Frank Sousa a Happy Birthday; Mayor Davey and Councilmember London thanked residents John Martin, Mary Tague and Robert Duzoglou and Parks, Recreation and Open Spaces Director Todd Hofferberth and staff for their work in organizing the Winterfest event; Councilmember London recognized having future Village events really brings the community together; Mayor Davey, Councilmember London and Councilmember Segurola recognized Miami-Dade County Mayor Daniella Levine Cava's memorandum regarding the Rickenbacker Causeway RFP and thanked residents for their past and continued efforts.

5. **PUBLIC COMMENTS:** The following persons addressed the Council: Ann Taintor, 170 Ocean Lane Drive; Fausto Gomez, 765 Crandon Boulevard; Alejandro Serrano, 784 Ridgewood Road; Christian Infante, 1430 Cecilia Avenue, Coral Gables representing SFM Services, Inc.; Betty Sime Conroy, 785 Crandon Boulevard; Louisa Conway, 151 Crandon Boulevard and

Esteban Formoso, 300 Sunrise Drive.

6. **AGENDA**: Mayor Davey requested to hear Item 12B1 immediately after the consent agenda; Councilmember Lauredo requested to defer Item 8F, the minutes of November 16, 2021, to the next Regular Council Meeting and to pull Item 8A, the minutes of September 8, 2021 from the consent agenda for discussion.

The agenda, as amended, was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

7. **SPECIAL PRESENTATIONS:** There were no special presentations.

8. **CONSENT AGENDA:** Councilmember Caplan made a motion to approve the following consent agenda. The motion was seconded by Mayor Davey.

The minutes of the September 21st, 2021 Second Budget Hearing.

The minutes of the October 12th, 2021 Regular Council Meeting.

The minutes of the October 26th, 2021 Regular Council Meeting.

The minutes of the November 2nd, 2021 Workshop.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SUPPORTING THE WORLD HEALTH ORGANIZATION'S AGE-FRIENDLY CITIES AND COMMUNITIES PROGRAM; APPROVING THE VILLAGE'S ENROLLMENT INTO THE AARP NETWORK OF AGE-FRIENDLY COMMUNITIES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The consent agenda, as amended, was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

Councilmember Caplan made a motion to pull the minutes of September 8, 2021. The motion was seconded by Vice Mayor Moss.

There was discussion from Council regarding page 4, 7th paragraph regarding advisory boards and page 7 regarding the recorded votes.

At this time Councilmember Lauredo addressed the Council stating that the Strategic Vision Board was created and then the board recommended spending $100,000 to hire a consultant and then raised this amount to $165,000 and then recommended the specific consultant to be hired.

The Clerk was directed to rewatch the Council meeting of September 8, 2021 to make additional

clarifications to page 4 regarding advisory boards and to page 7 regarding the recorded votes.

Mayor Davey made a motion to defer the approval of the minutes of September 8, 2021 First Budget Hearing to the next Regular Council Meeting. The motion was seconded by Councilmember Caplan and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

At this time, Mayor Davey addressed the Council regarding the appointment of the Charter Revision Commission pursuant to Section 7.06 of the Village Charter.

The Attorney addressed the Council regarding the eligibility requirements for nominating a Councilmember as chair of the Commission.

Councilmember Moss made a motion to nominate Councilmember McCormick as chair of the Charter Revision Commission. The motion was seconded by Mayor Davey and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

The following nominations were made for four available seats for electors on the Charter Revision Commission: Councilmember London nominated Jud Kurlancheek; Mayor Davey nominated Joe Rasco and Jennifer Buttrick; Councilmember Caplan nominated Marco Gomez and Cliff Brody; Councilmember Lauredo nominated Betty Sime Conroy and Vice Mayor Moss nominated Luis de la Cruz.

There was discussion from Council regarding the above nominations, the nominating procedure and nominating electors who are also serving on advisory boards.

-Mayor Davey voted for Joe Rasco, Jennifer Buttrick, Cliff Brody and Luis de la Cruz.
-Councilmember McCormick voted for Joe Rasco, Jennifer Buttrick, Cliff Brody and Luis de la Cruz.
-Councilmember Segurola voted for Jud Kurlancheek, Joe Rasco, Marco Gomez and Betty Sime Conroy.
-Councilmember Lauredo voted for Jud Kurlancheek, Joe Rasco, Marco Gomez and Betty Sime Conroy.
-Councilmember Caplan voted for Joe Rasco, Jennifer Buttrick, Marco Gomez and Cliff Brody.
-Vice Mayor Moss voted for Jud Kurlancheek, Joe Rasco, Jennifer Buttrick and Marco Gomez.
-Councilmember London voted for Jud Kurlancheek, Joe Rasco, Marco Gomez and Luis de la Cruz.

The following electors were appointed to the Charter Revision Commission: Jud Kurlancheek, Joe Rasco, Jennifer Buttrick and Marco Gomez.

The Attorney addressed the Council stating that the Commission needs to commence proceedings within 45 days after appointment and submit the Commission's report to Council no later than April 1, 2022. The Attorney also stated that the Clerk has confirmed with the Miami-Dade County

Elections Department that any amendments would be included on the August 2022 election ballot.

There was discussion from Council and the Attorney regarding having charter amendments placed on the August or the November 2022 election ballot. The Attorney will report back at the next Regular Council Meeting regarding placing charter amendments on election ballots.

9. **ORDINANCES:** There were no ordinances considered by Council on first reading.

The Clerk read the following ordinance on second reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 2-10, "ADVISORY BOARDS," OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES RELATING TO ADVISORY BOARD ADMINISTRATION AND BOARD MEMBER REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to adopt the ordinance on second reading. The motion was seconded by Councilmember London.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

There was discussion from Council regarding having advisory boards chairs regularly present at future Council Meetings in order to report on current board actions and/or initiatives. The Clerk was directed to contact the advisory board chairs to schedule these presentations. There was no objection to the request.

The ordinance was adopted on second reading by a 6-1 roll call vote. The vote was as follows: Councilmembers Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes. Councilmember Caplan voting No.

10. **RESOLUTIONS:** The Clerk read the following resolution by title:

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF TWO VEHICLES FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. IN AN AMOUNT NOT TO EXCEED $52,111; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

There was extensive discussion from Council regarding the above resolution.

Chief Financial Officer Benjamin Nussbaum and Building, Zoning, Planning and Public Works Director Jake Ozyman addressed the Council regarding the above resolution.

Councilmember London addressed the administration requesting an inventory or audit of all the Village's cars and trucks and who the vehicles are assigned to and what functions do they perform in the Village. There was no objection to this request.

Councilmember Segurola addressed CFO Nussbaum requesting to have a financial analysis of a stipend option for Village vehicles instead of purchasing new ones. There was no objection to this request.

There was discussion from Council, the Manager and CFO Nussbaum regarding code compliance and the Village's vehicles.

Councilmember Lauredo addressed the Manager requesting that for future Council meetings to distribute the agenda in advance to Council. There was no objection to this request.

There was discussion from Council and Director Ozyman regarding vehicles for code compliance and public works.

Mayor Davey made a motion to defer the above resolution to a future date to be determined. The motion was seconded by Vice Mayor Moss.

The Manager addressed the Council confirming the administration will report back at a future Council Meeting with a full audit of the Village's vehicles.

At this time Councilmember London addressed CFO Nussbaum regarding publishing the Village's financial documents on the website for resident accessibility. CFO Nussbaum reported that this platform should go live on the website approximately April 2022.

The motion to defer the resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, EXTENDING THE TERM OF THE 2040 STRATEGIC VISION PLAN BOARD FROM JANUARY 15, 2022, THROUGH SEPTEMBER 30, 2022; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Davey made a motion to approve the resolution. The motion was seconded by Councilmember Caplan and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SUPPORTING THE MIAMI-DADE COUNTY MAYOR AND COMMISSIONER REGALADO'S REQUESTS THAT: (1) THE COUNTY COMMISSION CANCEL THE REQUEST FOR PROPOSAL (RFP) NO. 01982 ENTITLED DEVELOP, MAINTAIN, AND OPERATE THE RICKENBACKER CAUSEWAY AND ASSOCIATED RECREATIONAL ELEMENTS; AND (2) A WORKING GROUP OF KEY STAKEHOLDERS BE ESTABLISHED TO DEVELOP PRIORITIES FOR REDEVELOPMENT OF THE RICKENBACKER CAUSEWAY WITH THE MOST CRITICAL PUBLIC SAFETY ELEMENT BEING THE BEAR CUT BRIDGE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Moss made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

The Attorney addressed the Council stating that the above resolution was updated from the resolution presented in the agenda to reflect County Mayor Cava's memorandum.

There was discussion from Council regarding the above resolution.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

11. **PUBLIC COMMENTS:** The following resident addressed the Council: Louisa Conway, 151 Crandon Boulevard.

12. **REPORTS AND RECOMMENDATIONS:** The following items were discussed:

Village Manager. Chief Sousa addressed the Council reporting on the following items: an ongoing evaluation of the police department and staff; working with the KB Chamber of Commerce to host several events with business owners regarding safety concerns and youth engagement; the "Brunch with a Cop" event held on November 18th; the "Key to Street Safety" program which focuses on pedestrian, bicycle and golf cart safety; a future classroom reading program; a future plan to meet with staff to address concerns regarding electric scooters and on implementing two separate operation plans for the holiday season: crime suppression and traffic safety.

There was discussion from Council, Chief Sousa and the Attorney regarding electric scooters.

Councilmember Lauredo addressed the Council commending Chief Sousa and the police department for the renewed community spirit.

At this time, Mayor Davey addressed Director Ozyman regarding the Village's landscaping contract with SFM Services, Inc. Director Ozyman reported that prior issues were being addressed and things were moving in a positive direction.

Christian Infante with SFM Services, Inc. addressed the Council regarding landscaping service and employment issues.

There was discussion from Council and Director Ozyman regarding the cleaning of streets and parks.

Director Ozyman addressed the Council giving a presentation on Building and Zoning Fees Structure and recommendations.

Councilmember London addressed Director Ozyman regarding staffing concerns and expenses and requested a review of the Building and Zoning Department and for Director Ozyman to report back to Council at a future date to be determined. There was no objection to this request.

There was extensive discussion from Council and Director Ozyman regarding the Building and Zoning Fee Structure recommendations presented and keeping a strict control of permit fees surplus and the use of threshold inspectors for building construction.

Chief Building Official Rene Velasco addressed the Council regarding threshold inspectors and special inspectors.

The Manager addressed the Council stating that the administration will present a resolution for the Building and Zoning Fees Structure at the next Regular Council Meeting.

Building Official Velasco addressed the Council reporting on an update regarding building re-certifications stating that the Building Department mailed out 3 violations on November 22nd each with $500 fines to non-compliant property owners. Additional violations will be mailed out on December 15th for properties which are 3 years or less past non-compliance. Miami-Dade County is proposing new and stricter changes to the inspection forms for the 40-year recertification program and that the ICC (International Code Council) is considering changes to the property management code at the national level.

Mayor Davey addressed the administration regarding building safety and the mailing of fine notices.

The Manager addressed the Council stating that after the first fine is assessed, the property has 30 days to submit their engineering report and even if the fine is paid and an engineering report is not submitted to the Village, these properties will be reported to the Unsafe Structure Board of Miami-Dade County.

At this time Director Ozyman and the Manager addressed the Council reporting on an update of the conversion from septic to sewer stating that 28 single family homes are currently outstanding.

Director Hofferberth addressed the Council reporting on an update regarding the Paradise Park project and will present the following DERM required plans for soil management and an air quality monitoring plan at the next Regular Council Meeting.

There was discussion from Council regarding the Paradise Park project.

The Manager addressed the Council stating that the project has faced significant environmental issues and that the administration will report back at the next Regular Council Meeting with an updated project estimate and also announced the groundbreaking ceremony scheduled for December 10th has been postponed to January 2022.

Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council reporting on an update regarding the kite surfing program including receiving preliminary DERM approval for the vessel exclusion zone buoy deployments but additional assessments from DERM are still pending.

The Manager addressed the Council reporting that the Village has been included in the Coastal Storm Risk Management Plan and that the administration is within the 30-day window for submitting comments and that a copy of these comments will be provided to Council.

Director Ozyman addressed the Council reporting on the contracted solid waste service for single family homes and the number of complaints received so far for 2021.

There was discussion from Council and Director Ozyman regarding the solid waste service contract, quality control issues and for residents to receive a survey regarding this service.

Director Ozyman addressed the Council reporting on the following status of Capital Improvement Projects: 7 projects are in the planning stage, 2 projects are in design, 7 projects are in procurement, 1 project is in permitting, 2 projects are in construction and 1 project, the Calusa Park Trail, has been completed. The Lake Park gazebo project is moving forward and is 90% completed. The Beach Club sewer extension should be completed the second week of January 2022 and another Community Engagement Meeting was recently held regarding Beach Park renovations and 2 to 3 site plan options will be presented to Council at the February 8th Regular Council Meeting.

There was discussion from Council and Director Ozyman regarding the Beach Park's bathrooms, plumbing and the pavilion's roof.

CFO Nussbaum addressed the Council reporting on the quarterly Financial Updates and presented a preliminary report for Fiscal Year 2021 and stated that a final Fiscal Year 2021 Financial Report will be presented to Council at the April 21st, 2022 Regular Council Meeting.

There was discussion from Council regarding the above item.

Community Engagement and Communications Officer Jessica Drouet addressed the Council reporting on the Village's website and rebuilding content.

There was discussion from Council regarding the Village's website.

There was discussion from Council, the Manager and Information Technology Department's Peter Kulpa regarding Channel 77's programming and regarding posting website meeting notices on the website's calendar.

Communications Officer Drouet and Mr. Kulpa gave a tutorial on navigating the Village's website to improve resident accessibility.

The Attorney addressed the Council regarding the appointing procedure for the Auditor's Selection Committee.

There was discussion from Council and CFO Nussbaum regarding the recommended members for the Auditor's Selection Committee.

Mayor Davey made a motion to approve the appointments of the following recommended members for the Auditor's Selection Committee: Desmond Chin, Finance Director from Palmetto Bay and Marie Arteaga-Nariño, Finance Director from the Village of Pinecrest. The motion was seconded by Vice Mayor Moss and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, London, McCormick, Segurola, Vice Mayor Moss and Mayor Davey voting Yes.

The Attorney addressed the Council regarding the Auditor's Selection Committee.

Mayor and Councilmembers. Councilmember Segurola addressed the Council regarding the Rickenbacker Causeway.

There was extensive discussion from Council, the Manager and the Attorney regarding the Rickenbacker Causeway, Virginia Key, Bear Cut bridge, traffic concerns and DPZ CoDesign.

Councilmember Lauredo addressed the Council stating that the Council should be careful to not speak outside the resolution that was passed.

It was the consensus of Council to support the resolution regarding the Rickenbacker Causeway that was previously adopted this evening.

Councilmember Segurola addressed the Council and the Attorney regarding the golf cart ordinance and Crandon Boulevard.

The Attorney and the Manager addressed the Council regarding golf carts on Crandon Boulevard and will report on an update at the January 18th Regular Council Meeting.

Village Attorney. The Attorney did not submit a report.

Village Clerk. The Clerk did not submit a report.

13. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.

14. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

15. **ADJOURNMENT:** The meeting was adjourned at 8:58 p.m.

Respectfully submitted:

_____
Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____2021:

_____
Michael W. Davey
Mayor

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT 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.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE OPIOID SETTLEMENT INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY GOVERNING THE USE OF OPIOID SETTLEMENT FUNDS ALLOCATED TO THE MIAMI-DADE COUNTY REGIONAL FUND; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") has suffered harm from the opioid epidemic; and

WHEREAS, on November 16, 2021, the Village Council adopted Resolution No. 2021-51 approving a Florida Memorandum of Understanding ("MOU") in order to participate in the unified plan and framework for the proposed allocation of the opioid settlement proceeds resulting from the action captioned *In Re: National Prescription Opiate Litigation,* MDL No. 2804 (N.D. Ohio) (the "Opioid Funds"); and

WHEREAS, as part of the MOU's proposed framework, each year the Village's pro-rata share of Opioid Funds will be allocated as follows: (1) fifteen percent of Opioid Funds to the Village directly, (2) a variable sliding scale percentage of Opioid Funds to a regional fund, and (3) the remaining Opioid Funds to the State of Florida; and

WHEREAS, Opioid Funds allocated to the Miami-Dade County (the "County") Regional Fund will be administered and distributed to municipalities either by a corporate partner selected by the Florida Department of Children and Families or by the County if it enters into an interlocal agreement governing the use of Opioid Funds with 50% of municipalities within the County; and

WHEREAS, the County has proposed entering into an interlocal agreement with the Village, attached hereto as Exhibit "A," that would govern the administration and distribution of Opioid Funds allocated to the County Regional Fund (the "Interlocal Agreement"); and

WHEREAS, due to the Village's longstanding and continuous relationship with the County, the Village Council finds that approving and authorizing the execution of the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A," will allow for greater transparency and communication in the administration of the Regional Opioid Funds; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Council hereby approves the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. Subject to the incorporation of any necessary amendments to the Interlocal Agreement identified by the Village Attorney and approved by the County, the Village Manager is hereby authorized to execute the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A." The Village Manager is further authorized to execute any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Interlocal Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution and the Interlocal Agreement.

Section 5. Transmittal. That the Village Council hereby directs the Village Clerk to transmit a copy of this Resolution to the County Mayor.

Section 6. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

OPIOID SETTLEMENT
INTERLOCAL AGREEMENT GOVERNING USE OF MIAMI-DADE COUNTY REGIONAL FUNDING

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2021, by and between Miami-Dade County, a political subdivision of the State of Florida ("County") and _____, a municipal corporation of the State of Florida located within the geographic boundaries of Miami-Dade County, Florida ("City").

RECITALS

WHEREAS, during the 2010s, failures in the manufacture and distribution reporting systems for opioids, such as noncompliance with the Controlled Substances Act as well as the over-prescribing of opioids, resulted in opioid abuse, misuse, overdoses, addictions, and deaths throughout municipalities, counties, and states across the nation and contributed to the public health emergency and crisis commonly referred to as the opioid epidemic; and

WHEREAS, the opioid epidemic was also driven by increased consumption and the widespread availability of pharmaceutical opioids; and

WHEREAS, additionally, companies involved in the pharmaceutical supply chain including, but not limited to, distributors, manufacturers, dispensing companies, and marketing agencies contributed to the great harm suffered by the State of Florida and Miami-Dade County as a result of the opioid epidemic; and

WHEREAS, the State of Florida and Miami-Dade County as well as many of the municipalities therein were directly and detrimentally impacted by the opioid epidemic; and

WHEREAS, among other things, during the referenced timeframe, Florida ranked fourth in the nation for total health care costs attributed to opioid abuse and had the 11th highest drug overdose mortality rate in the nation with the number of drug overdose deaths in the state doubling from 1999 to 2014; and

WHEREAS, in addition, according to the 2015 annual report by the Florida Department of Law Enforcement, in the first half of 2015, heroin deaths jumped 100 percent in Miami-Dade County compared to the same period from the previous year, and deaths linked to fentanyl rose by 310 percent; and

WHEREAS, in response to such grim statistics and the crippling impact the opioid epidemic was having on Miami-Dade County, on January 24, 2017, the Miami-Dade Board of County Commissioners ("Board of County Commissioners") approved Resolution No. R-198-17, and created the Miami-Dade Opioid Addiction Task Force ("Task Force"); and

WHEREAS, the Task Force was charged with developing a comprehensive opioid addiction action plan to halt the opioid epidemic in Miami-Dade County, and make

recommendations to (1) reduce opioid overdoses, (2) prevent opioid misuse and addiction, (3) increase the number of persons seeking treatment, and (4) support persons in Miami-Dade County who are recovering from addiction; and

WHEREAS, at the July 6, 2017 Board of County Commissioners' meeting, the Task Force presented its Final Report, which included 26 recommendations and on April 26, 2019, the Task Force issued its 2019 Implementation Plan, which: (1) includes 25 recommendations—two of its recommendations were merged—from the Final Report; (2) provides the current status of such recommendations, i.e., In Progress, Ongoing and Complete; and (3) recognizes that the end of the opioid epidemic does not end with conclusion of the Task Force and provides that when the Task Force sunset on April 30, 2019, its work would transition to the Miami-Dade County Addiction Services Board; and

WHEREAS, the opioid epidemic necessitated the County and City to expend funding to address matters directly related to the public health crisis, including but not limited to educational materials or safety materials; and

WHEREAS, the opioid epidemic has not waned in the County or City; and

WHEREAS, the City continues to suffer the financial strain caused by the opioid epidemic; and

WHEREAS, likewise, the County endures the fiscal toll of the opioid epidemic while it continues to offer programing and services countywide to combat and mitigate the harmful effects of same in the community; and

WHEREAS, due to the opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retail pharmacies to seek redress for the great harm caused by the opioid epidemic; and

WHEREAS, said litigating governmental entities include Miami-Dade County and nearly a quarter of the municipalities located therein; and

WHEREAS, the lawsuits filed by the litigating governmental entities and the County were consolidated with thousands of other lawsuits filed by state, tribal and local governmental entities in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("Opioid MDL"); and

WHEREAS, although negotiations regarding potential settlements of claims raised against some Opioid MDL defendants are ongoing, other defendants have tentatively reached settlement agreements; and

WHEREAS, specifically, on behalf of the State of Florida and its local governments, the Florida Attorney General ("Attorney General") has tentatively reached two multi-year settlement agreements among various parties including: (1) McKesson Corporation, Cardinal Health, Inc.,

and AmerisourceBergen Corporation; and (2) Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. (collectively, the "Settlement Agreements"); and

WHEREAS, pertinent negotiated terms of the Settlement Agreements include: (1) the settlement funds will be distributed to the State of Florida over an 18-year period as part of a global settlement, irrespective of whether the local government filed suit; (2) local governments must enter into the Florida Opioid Allocation and Statewide Response Agreement (the "Allocation Agreement"), attached hereto as Exhibit A, with the Attorney General to receive settlement monies; (3) the Allocation Agreement divides settlement monies into three funds, i.e., City/County Fund, Regional Fund, and State Fund; and

WHEREAS, the Allocation Agreement provides for the manner of distribution into each fund and purposes for which the monies may be used; and

WHEREAS, the Allocation Agreement requires that the County be deemed a "Qualified County" to be eligible to manage monies from the Regional Fund; and

WHEREAS, specifically, pursuant to the Allocation Agreement, a Qualified County is a county "that has a Population of at least 300,000 individuals and: (a) has an opioid task force or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population)" related to the expenditure of funds; and

WHEREAS, the parties recognize that local control over the Regional Fund is in the best interest of all persons within the geographic boundaries of Miami-Dade County and ensures that Regional Fund monies are available and used to address opioid-related matters within Miami-Dade County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional Fund monies pursuant to the Allocation Agreement,

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

Section 1. DEFINITIONS

A. Unless otherwise defined herein, all defined terms in the Allocation Agreement are incorporated herein and shall have the same meanings therein.

B. "Miami-Dade County Regional Funding" shall mean the amount of the Regional Fund distributed and paid to Miami-Dade County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, as long as the following conditions precedent have been satisfied:

A. Miami-Dade County being determined by the State of Florida to qualify as a "Qualified County" to receive and disburse Regional Fund monies under the Allocation Agreement;

B. Execution of this Agreement by the County and the City as required by the Allocation Agreement to enable Miami-Dade County to become a Qualified County and directly receive and disburse Miami-Dade County Regional Funding to the City;

C. Execution of all documents necessary to effectuate the Allocation Agreement in its final form; and

D. Filing of this Agreement with the Miami-Dade County Clerk of the Courts as provided in section 163.01(11), Florida Statutes.

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM

The term of this Agreement and the obligations hereunder, commence upon the satisfaction of all conditions precedent identified in Section 2 above, run concurrently with the Allocation Agreement, and will continue until one (1) year after the expenditure of all Miami-Dade County Regional Funding, unless otherwise terminated in accordance with the provisions of the Allocation Agreement. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will survive the termination or expiration of this Agreement.

Section 5. MIAMI-DADE COUNTY REGIONAL FUNDING

A. Miami-Dade County Regional Funding must be used in accordance with the requirements of the Allocation Agreement.

B. Miami-Dade County Regional Funding may be used to enhance current programs or develop new programs. However, Miami-Dade County Regional Funding is not intended to supplant current funding sources or general funds.

C. Administrative Costs - The County is responsible for administering Miami-Dade County Regional Funding remitted pursuant to the Allocation Agreement and, County staff shall provide all support services including, but not limited to legal services, as

well as contract management, program monitoring, and reporting required by the Allocation Agreement. Accordingly, the County and City agree that the County is entitled to the maximum allowable administrative fee pursuant to the Allocation Agreement. The administrative fee will be deducted annually from Miami-Dade County Regional Funding, and the remaining funds will be spent as provided in the Allocation Agreement and distributed as provided herein.

D. The City shall receive no more than its pro rata share of Miami-Dade County Regional Funding, based on the Negotiation Class Metrics provided for in the Allocation Agreement.

E. Pursuant to the Allocation Agreement, the City and County may pool, commingle, or otherwise transfer, their shares of funds, in whole or part, to another county or municipality by written agreement.

F. The County shall disburse the City's pro rata share of Miami-Dade County Regional Funding no later than 60 days from its receipt of such funding from the State.

G. The City is encouraged to disburse a portion of its pro rata share of Miami-Dade County Regional Funding to Jackson Health System for the purposes provided for in the Allocation Agreement.

Section 6. LOCAL GOVERNMENT REPORTING REQUIREMENTS

To the extent that the City receives Miami-Dade County Regional Funding directly from the County, the City must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the Allocation Agreement. Failure to comply with this provision may disqualify the City from further direct receipt of Miami-Dade County Regional Funding. This remedy is not exclusive. The County has all rights at law and in equity arising from the City's non-compliance with or breach of this Agreement. In addition, the City shall:

i. Prior to May 31st of each year, provide information to the County about how it intends to expend its allocated portion of Miami-Dade County Regional Funding in the upcoming year;

ii. Report expenditures of its allocated portion of Miami-Dade County Regional Funding to the County no later than July 31st for the prior fiscal year of July 1 – June 30 annually; and

iii. comply with the administrative requirements of the Allocation Agreement, including but not limited to, recordkeeping, reporting, monitoring, evaluation, and auditing.

Section 7. NON-APPROPRIATION

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer, or employee creates any obligation to: (a) appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed; nor (b) appropriate or make monies available for the purposes of this Agreement other than from Miami-Dade County Regional Funding. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from available Miami-Dade County Regional Funding annually which are designated for regional use pursuant to the terms of the Allocation Agreement. No liability shall be incurred by the County beyond the funds budgeted and available for the purpose of the Agreement from Miami-Dade County Regional Funding. If funds are not received by the County from the Regional Fund for a new fiscal period, the County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the City in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the then current fiscal year without penalty to the County.

Section 8. INDEMNIFICATION

Subject to the limitations of section 768.28, Florida Statutes, as it may be amended, the City shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the City or its employees, agents, servants, partners, principals or subcontractors. Additionally, the City shall pay all claims and losses in connection therewith and shall investigate and, at the option of the County, defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, subject to the limitations of section 768.28, Florida Statutes, as may be amended. City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by City or self-insurance shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Section 9. AUDITS AND INTERNAL REVIEWS BY THE OFFICE OF MANAGEMENT AND BUDGET, OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL AND THE COMMISSION AUDITOR

The City understands that it may be subject to an audit, random or otherwise, by the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor.

Office of the Inspector General. The attention of the City is hereby directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General ("IG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. Grant recipients are exempt from paying the cost of the audit which is normally ¼ of 1 percent of the total contract amount.

The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the City from IG, the City shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG shall have the power to audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a City of its Code of Business Ethics, pursuant to Section 2-8.1 of the County Code.

The provisions in this section shall apply to the City, its subcontractors, and their respective officers, agents, and employees. The City shall incorporate the provisions in this section in all contracts and all other agreements executed by its subcontractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the City, its subcontractors, or third parties for such monitoring or investigation of for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the City, its contractors or third parties.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the City or third parties.

Section 10. NOTICES

All notices or communication under this Agreement shall be in writing and deemed received if delivered by certified or electronic mail to the persons identified below:

In the case of notice or communication to CITY:

TO BE ADDED BY THE CITY

In the case of notice or communication to MIAMI-DADE COUNTY:

MIAMI-DADE COUNTY
Attn: Daniel T. Wall, Assistant Director
Miami-Dade County Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Daniel.Wall@miamidade.gov

With a copy to:

MIAMI-DADE COUNTY
Attn: County Attorney,
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
gbk@miamidade.gov

All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address or contact person, written notice of such new address or contact person shall be promptly sent to the other party.

Section 11. SEVERABILITY

If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Section 12. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of both parties. Applicable amendments to the Allocation Agreement are deemed incorporated into this Agreement.

Section 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

Section 14. TOTALITY OF AGREEMENT / SEVERABILITY OF PROVISIONS

This Agreement with its recitals on the first page of the Agreement, signatures on the last page and exhibit as referenced below contain all the terms and conditions agreed upon by the parties:

Exhibit A: Florida Opioid Allocation and Statewide Response Agreement

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

Countersigned:

_____
Mayor-Commissioner

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

ATTEST:

_____
CLERK

CITY OF , FLORIDA

By: _____
City Manager

Attest:

_____
City Clerk

MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Mayor's Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

RESOLUTION NO. 2021-51

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE FLORIDA MEMORANDUM OF UNDERSTANDING WITH THE STATE OF FLORIDA AND OTHER PARTICIPATING LOCAL GOVERNMENT UNITS FOR THE ALLOCATION AND USE OF OPIOID SETTLEMENT FUNDS TO ABATE AND RESOLVE THE OPIOID EPIDEMIC; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") has suffered harm from the opioid epidemic; and

WHEREAS, the Village recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida municipalities, including the Village, and counties have also filed an action In Re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"); and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "MOU") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the MOU will be entered into at a future date; and

WHEREAS, participation in the MOU by a large majority of Florida municipalities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the MOU will reduce funds available to the State, the Village, and other Florida local governments; and

WHEREAS, the Village finds that participation in the MOU is in the best interest of the Village and its citizens in that such plan ensures that almost all of the settlement funds will be allocated to abate and resolve the opioid epidemic and that every municipality and county receives funds for the harms suffered due to the opioid epidemic; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** That the Village Council hereby approves the MOU, in substantially the form attached hereto as Exhibit "A."

Section 3. **Authorization.** That the Village Manager is hereby authorized to execute the MOU, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the MOU, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. **Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution and the MOU

Section 5. **Transmittal.** That the Village Council hereby directs the Village Clerk to transmit a copy of this Resolution to the Florida Attorney General Ashley Moody, the Florida League of Cities, and the Miami-Dade County League of Cities.

Section 6. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 16th day of November, 2021.

MICHAEL W. DAVEY, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the

first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein

with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Substitute
Agenda Item No. 13(A)(1)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	**DATE:**	September 1, 2021
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution authorizing Miami-Dade County to join the State of Florida and other local governments as a participant in the Florida Memorandum of Understanding to implement a unified plan relating to the allocation and use of any potential settlement proceeds received under current proposed settlement agreements or future settlement agreements in *In re: National Prescription Opiate* litigation; approving the terms of a Memorandum of Understanding; authorizing the County Mayor to execute said Memorandum of Understanding, and, in consultation with the County Attorney's Office and the Chief Executive Officer of the Public Health Trust or the Chief Executive Officer's designee, to negotiate certain necessary agreements to be presented to the full Board without committee review; authorizing the County Attorney, in consultation with the County Mayor, the Chief Executive Officer of the Public Health Trust or the Chief Executive Officer's designee, and outside counsel, to vote in favor of or against the Chapter 11 bankruptcy plan in *In Re Mallinckrodt plc, et al.*; and directing the County Attorney to provide a report to the Board

Resolution No. R-834-21

This substitute differs from the original item as stated in the County Attorney's memorandum.

The accompanying resolution was prepared and placed on the agenda at the request of the County Attorney and Co-Sponsor Commissioner Sally A. Heyman.

Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum

Date: September 1, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Geri Bonzon-Keenan
County Attorney

Subject: Resolution Relating to (1) the Florida Memorandum of Understanding Regarding the Allocation and Use of Any Settlement Proceeds Received Under Current Proposed Settlement Agreements or Future Settlement Agreements with Pharmaceutical Supply Chain Participants in *In re: National Prescription Opiate Litigation* and (2) the County's Vote on the Mallinckrodt plc, Chapter 11 Bankruptcy Plan

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This substitute differs from the original item in that it adds provisions authorizing the County Attorney or County Attorney's designee, in consultation with the County Mayor or County Mayor's designee, the Public Health Trust's Chief Executive Officer ("PHT CEO") or the PHT CEO's designee, and outside counsel, to vote in favor of or against the Chapter 11 bankruptcy plan in *In Re Mallinckrodt plc, et al.*, which plan incorporates settlement of all of Mallinckrodt plc ("Mallinckrodt") opioid-related claims, including the County's claims against Mallinckrodt as a creditor in the bankruptcy case.

Recommendation

The County Attorney and the County's outside counsel[1] both recommend that the Board:

(1) authorize the County to join the State of Florida (the "State") and other local governments as a participant in the non-binding Florida Memorandum of Understanding (the "MOU") to implement a unified plan related to the allocation and use of any potential settlement proceeds received under current proposed settlement agreements or future settlement agreements in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("Opioid MDL"), a lawsuit seeking damages associated with opioid use against several opioid manufacturers, distributors, and certain entities that have engaged in or are engaging in, the manufacture, marketing, promotion, or distribution of an opioid analgesic ("Pharmaceutical Supply Chain Participants");

(2) approve the terms of the MOU; and

[1] The County's outside counsel, chosen by this Board pursuant to Resolution No. R-157-18, consists of Podhurst Orseck, P.A.; Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA; Baron & Budd, PC; Green, Ketchum, Farrell, Bailey & Tweet, LLP; McHugh Fuller Law Group, PLLC; Hill, Peterson, Carper, Bee & Dietzler, PLLC; and Powell & Majestro, PLLC (collectively, "Podhurst"). The County's outside counsel's recommendation is attached as **Exhibit A**.

(3) authorize the County Mayor or County Mayor's designee to:

a. execute the MOU;

b. in consultation with the County Attorney's Office and the PHT CEO or designee:

i. negotiate a final agreement between the County and the State that formalizes the terms of the MOU in substantially the form attached to the resolution as Attachment A; and

ii. negotiate agreements with those Municipalities[2] necessary for the County to be designated a Qualified County as provided in the MOU.

The deadline by when the County must enter into the necessary agreements with the Municipalities is January 2, 2022, however, this deadline is subject to change. All the foregoing agreements and any current or future settlement agreements will be brought directly to the full Board for its consideration and approval without committee review.

In addition, the County is a creditor in *In re Mallinckrodt plc, et al.,* Case No. 20-12522 (JTD). Mallinckrodt is a specialty pharmaceutical company and the largest generic opioid manufacturer in the United States. Mallinckrodt petitioned for bankruptcy under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware on October 12, 2020, after being named as a defendant in the Opioid MDL. The bankruptcy court entered an order which, in part, authorized Mallinckrodt to solicit votes on the *Joint Plan of Reorganization of Mallinckrodt plc and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (the "Plan").

The Plan seeks to resolve all litigation in which Mallinckrodt is engaged by settlement, including the Opioid MDL, and to restructure Mallinckrodt's capital structure. The Plan incorporates settlement of all opioid-related claims and provides for the creation of a national opioid abatement fund. The Plan is now before the bankruptcy court for final confirmation. Because the County filed a proof of claim in the bankruptcy case, as a creditor, the County is entitled to vote in favor of or against the Plan. If the Bankruptcy Court approves the Plan, the County's claims against Mallinckrodt will be resolved. Thereafter, the agreement and payment structure set forth in the Plan will control the manner in which the County and other creditors receive payments under the Plan.

The deadline to vote on the Plan is currently scheduled to take place on September 10, 2021, but it is uncertain whether the vote on the Plan will proceed on such date. At this time neither Podhurst nor the Plaintiffs' Executive Committee ("PEC")[3] has made a recommendation on the Plan;

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[2] Municipalities "mean[s] cities, towns, or villages of a County within the State with a population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a population equal to or less than 10,000 individuals which filed a Complaint in the Opioid MDL or other litigation against Pharmaceutical Supply Chain Participants. The singular 'Municipality' shall refer to a singular of the Municipalities."

[3] The PEC is the group of lawyers representing different or multiple plaintiffs in the Opioid MDL selected by the Court to represent the common interests of all the plaintiffs effectively and efficiently in the Opioid MDL.

however, it is anticipated the County will receive a recommendation prior to the deadline to cast a vote.

Due to the expedited nature of bankruptcy proceedings, a vote on the Plan may be required before the Board's next regularly scheduled meeting. As such, the resolution delegates authority to the County Attorney or her designee to vote on the Plan after consultation with the County Mayor or her designee, the PHT CEO or his designee, and outside counsel and directs the County Attorney to provide a report to the Board regarding the actions taken pursuant to this delegation of authority.

Currently, the PEC has negotiated two proposed draft settlement agreements between some of the plaintiffs and (1) McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the "Distributor Settlement Agreement"); and (2) Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. (the "J&J Settlement Agreement") (collectively, the "Settlement Agreements"). Other Pharmaceutical Supply Chain Participant defendants, including but not limited to the retail pharmacy defendants and other opioid manufacturers, are not parties to the proposed Settlement Agreements.

A minimum of 44 states must participate in the proposed Settlement Agreements for the agreements to proceed. The required percentage of participating local governments depends on the number of participating states that have entered into the Settlement Agreements. The State of Florida has indicated that it will be approving the Settlement Agreements. Under the proposed Distributor Settlement Agreement, the State of Florida and its local governments will receive approximately $1,303,586,447.92 payable over 17 years and six months. Under the proposed J&J Settlement, the State and its local governments will receive approximately $299,627,612.33 payable over nine years. Under both Settlement Agreements, the amount that the County could potentially recover varies drastically based on participation and incentives.

To achieve settlement from the greatest number of parties, the Settlement Agreements provide for substantially larger settlement amounts based on incentive payments to those states that: obtain maximum participation in the Settlement Agreements from all local governments within the State; obtain releases from participating local governments; and ensure that non-participating local governments are barred from bringing claims against Pharmaceutical Supply Chain Participants relating to the opioid crisis. These incentive payments account for 45 percent of the amounts received under the Distributor Settlement Agreement and 55 percent of the amounts received under the J&J Settlement Agreement.

The MOU sets forth the framework for the distribution and use of any funds received by the State from the settlement of claims in the Opioid MDL for the benefit of the State and its local governments (including those that have a case in the Opioid MDL (the "Litigating Local Governments") and those that do not (the "Non-Litigating Local Governments")). The MOU will be the framework for the distribution and allocation of funds received by the State from the proposed Settlement Agreements.

Under the MOU, all settlement funds received by the State and its local governments from the Opioid MDL would initially go to the State and then be distributed by a settlement administrator into a City/County Fund, a Regional Fund, and a State Fund, which are described in more detail

below. Miami-Dade County could potentially receive monies from the City/County Fund and the Regional Fund.

If the County is designated a Qualified County under the MOU, in addition to a set payment that the County and cities within the County would each receive from the City/County Fund based on the negotiation class metrics[4], the County would be entitled to administer additional funds allocated to Miami-Dade County for countywide impact from the Regional Fund. Miami-Dade County currently fulfills three of the four requirements set forth in the MOU to be designated a Qualified County.[5] In order to fulfill the last requirement, the County must enter into agreements with a majority of Municipalities (majority is more than 50 percent of the County's total municipal population) related to the expenditure of opioid funds obtained through a settlement covered by the MOU ("Municipal Agreements").[6]

If the County is not deemed a Qualified County, the regional share for Miami-Dade County paid from the Regional Fund to support countywide and municipal services in Miami-Dade County would be managed by Thriving Mind d/b/a South Florida Behavioral Health Network ("Thriving Mind"). Thriving Mind is the County's managing entity selected by and under contract with the Florida Department of Children and Families to manage the daily operational delivery of behavioral health services through a coordinated system of care.

As discussed in more detail below, if the State is unable to obtain releases from its local governments because local governments in the State fail to approve the MOU (and the subsequent formal agreement), the State may seek a judicial declaration that would effectively eliminate any local government's ability to pursue or recover claims in the Opioid MDL or the Legislature may adopt legislation to bar or limit local governments' ability to recover for claims relating to matters of great governmental concern or otherwise pertaining to the opioid epidemic.

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[4] In October 2019, the Board approved Resolution No. R-1173-19, which authorized the County to stay in the certified negotiation class in the Opioid MDL. As part of that decision, the County agreed to (1) a predetermined voting methodology to approve any settlement offer; and (2) the distribution formula for allocation of settlement funds (both to the County in general and as between the County and its constituent cities) (the "Negotiation Class Metrics").

[5] Under the MOU, a Qualified County is a county with a population of at least 300,000 individuals and meets all of the following criteria: (a) has an opioid task force of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an adopted or used abatement plan in response to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (more than 50 percent of all the Municipalities' total population) related to the expenditure of the funds.

[6] The following municipalities have passed resolutions finding that "participation in the [MOU] is in the best interests of the City ... and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and that each and every city and county receives funds for the harm that it has suffered": City of Coral Gables, City of Hialeah, City of Miami Gardens, and City of South Miami, which are attached hereto as **Exhibit B**. These four cities account for more than 26 percent of the municipal population in Miami-Dade County. Although these resolutions and MOUs are a positive indication as to how these municipalities may proceed, they are not the Municipal Agreements required by the MOU for the County to be deemed a Qualified County.

Background

I. The Litigation

On February 6, 2018, this Board selected Podhurst, a litigation team consisting of numerous nationally renowned law firms, as outside counsel to represent the County in the opioid litigation. The Board also directed the County Attorney and Podhurst to pursue litigation to recover damages associated with opioid use in Miami-Dade County. On April 23, 2018, Podhurst filed the County's lawsuit in federal court. The case is currently included in the Opioid MDL in the Northern District of Ohio. The Opioid MDL is the largest MDL in U.S. history and has been described as the most complex civil litigation in U.S. history. Although the case is currently in the Northern District of Ohio, if it does not settle it will be tried in the Southern District of Florida.

A. Proposed Settlement Agreements

Currently, at least 88 local governments within Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. The PEC is in ongoing negotiations with some of the defendants and has reached two proposed draft settlement agreements: (1) the Distributor Settlement Agreement; and (2) the J&J Settlement Agreement. The proposed Settlement Agreements were distributed to every state's attorney general (except for West Virginia) giving each state 30 days to indicate acceptance or rejection.

1. Proposed Distributor Settlement Agreement

Under the proposed Distributor Settlement Agreement, the settling states and participating local governments will share up to $21,000,000,000.00 (including fees and certain offsets).[7] The settlement total, excluding fees and offsets, is up to $18,554,013,691.11. From that, the State of Florida and its local governments will receive approximately $1,303,586,447.92 payable over 17 years and six months. The first two payments will occur in 2022. In addition, the Distributor Settlement Agreement provides for injunctive relief. This injunctive relief seeks to address the root cause of the opioid epidemic by changing the behavior of the Pharmaceutical Supply Chain Participants. The settling distributor defendants' behavior regarding opioids will be closely monitored for the next 10 years. Specifically, for the next 10 years, the settling distributors must take measures to detect suspicious orders and problematic customers.[8]

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[7] Fees include attorneys' fees and fees for costs, all discussed in more detail below. Offsets include the Native American's tribal share, West Virginia's share, and non-settling states' shares.

[8] Such measures shall include: 1) prescribing a follow-up in response to objectively determined red flags; (2) using sophisticated data-driven systems that detect suspicious opioid orders by pharmacy customers; (3) terminating a pharmacy customer's ability to report shipments and report those customers to state regulators when the pharmacy customer shows certain signs of diversion; (4) prohibiting shipment of suspicious opioid orders and report details about such orders to state regulators; and (5) prohibiting sales staff from influencing decisions related to the identification of suspicious opioid orders.

2. Proposed J&J Settlement Agreement

Under the J&J Settlement Agreement, J&J will pay up to $5,000,000,000.00 (including fees and certain offsets) over nine years with up to $3.7 billion paid in the first three years.[9] After deducting fees, costs, and offsets,[10] the J&J settlement value totals $4,264,615,385.00. Florida will receive $299,627,612.33. The first two payments will occur in 2022. Further, pursuant to the J&J Settlement Agreement, J&J will be out of the opioid manufacturing business for the next 10 years and will be enjoined from selling or promoting any opioids for 10 years.[11]

B. The Need for Approval of the Proposed MOU by Local Governments

1. The Proposed Settlement Agreements Incentivize Participation by States and Local Governments

To obtain settlement from the greatest number of parties, the proposed Settlement Agreements are contingent on attaining a critical mass of supporting states and local governments. As an initial matter, a minimum of 44 states must participate in the overall settlement for it to proceed. The required percentage of participating local governments depends on how many states are participating in the overall settlement. The range of required participating local governments is different for Litigating Local Governments and for Non-Litigating Local Governments. For example, if 44 states are participating in the settlement, each state would need to ensure that 95 percent of Litigating Local Governments have agreed to participate, and 90 percent of Non-Litigating Local Governments have agreed to participate before the state can participate in the settlement. As more states participate, the percentage of local governments that must participate also increases.

Because of the need for a critical mass, the proposed Settlement Agreements incentivize states to obtain releases from local governments participating in the Settlement Agreements and ensure that local governments that have not previously sued the distributors and the J&J defendants and are not a part of the Settlement Agreements are barred from bringing claims relating to the opioid crisis. The Settlement Agreements provide for four types of potential incentives. In both of the Settlement Agreements, Incentive A provides for all payments identified in Incentive B and C (potentially a payment of 40 percent of the Distributor Settlement Agreement and 50 percent of the J&J Settlement Agreement) in exchange for almost a full bar to future claims relating to the opioid crisis in Florida against the Distributor defendants and the J&J defendants.[12] If a state

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[9] As further described below, these payments could be accelerated as part of an incentive for the State of Florida to take actions to protect the defendants from further additional claims relating to the opioid crisis.

[10] The fees and offsets under the J&J Settlement Agreement fall into the same categories as the fees and offsets under the Distributor Settlement Agreement.

[11] Promoting opioids includes providing financial rewards or disciplining sales representatives based on the volume of opioid sales, lobbying activities related to opioids, and establishing prescription savings programs for opioids.

[12] To qualify for the Incentive A payment, a state must: (1) pass a statute or obtain a court ruling that terminates existing and bars future claims by all local governments in the state; (2) receive releases on behalf of all general purpose subdivisions with populations of 10,000 or more, all larger school and hospital/health districts, and all

qualifies for Incentive A, it does not need to – and cannot – qualify for Incentives B or C. Under both Settlement Agreements, Incentive A provides for payment of all but Bonus D payments in exchange for full peace. In the J&J Settlement Agreement, Incentive A also provides for both the base and Incentive A payments to be accelerated, requiring years one through four of payments to be paid within 90 days of notice of a complete bar of existing and future claims in the state.

Incentive B is equal to 25 percent of the Distributor Settlement Agreement and 30 percent of the J&J Settlement Agreement. Incentive B is earned in both Settlement Agreements by obtaining releases from all Litigating Local Governments in Florida.[13] Incentive C is equal to 15 percent of the Distributor Settlement Agreement and 20 percent of the J&J Settlement Agreement. Incentive C is earned in both Settlement Agreements by getting larger (population of 30,000 or more) Litigating Local Governments and Non-Litigating Local Governments to join the Settlement Agreements.[14]

Incentive D under both Settlement Agreements equals 5 percent and is a delayed bonus payment. In the Distributor Settlement Agreement, Incentive D incentivizes preclusion of additional litigation from local governments that are not a part of the settlement agreement. Similarly, in the J&J Settlement Agreement, Incentive D tries to stop future litigation with certain larger special districts, including school districts, that are not a part of the settlement agreement. Under both Settlement Agreements, assuming the requirement has been met, payments under Incentive D start with payment six.

These incentives makeup a significant portion of the potential recovery under the Settlement Agreements. Up to 45 percent of the amounts received under the Distributor Settlement Agreement and 55 percent of the amounts received under the J&J Settlement Agreement come from the incentive payments. The largest incentives come with a complete bar of existing and future claims by all local governments (including special districts) in the State. This would result in the State of Florida obtaining both Incentive A payments and the bonus payments under Incentive D. Thus, buy-in from local governments, including Miami-Dade County and municipalities within Miami-Dade County, is critical to ensuring the largest recovery and to begin addressing some of the damages caused by the opioid crisis in Florida.

2. Risks Associated with Local Governments Not Approving the MOU

There is a potential risk that in the absence of an agreed upon allocation plan, the State may seek a declaration that only the State of Florida, and not its local governments, including the County,

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currently Litigating Local Governments from the state; or (3) a combination of the approaches in (1) and (2) that results in a complete bar of existing and future claims.

[13] There is a slightly different sliding scale in each of the Settlement Agreements to determine what percentage the State will receive of Incentive B dependent on the percentage of Litigating Local Governments that provide releases.

[14] In the J&J Settlement Agreement, 5 percent is awarded for getting its 10 largest cities and counties in the State to sign-off on the agreement. Miami-Dade County is one of the 10 largest cities and counties in the State. Besides Miami-Dade County, the remaining largest cities and counties in the State are Broward County, Hillsborough County, Palm Beach County, Orange County, Pinellas County, Duval County/City of Jacksonville, Lee County, Polk County, and Brevard County.

have standing to bring lawsuits on behalf of its citizens, thereby, eliminating the County's ability to pursue its claims in the Opioid MDL. The State of Florida has argued that Florida law may bar the claims of any local governments that opt not to reach an agreement with the Attorney General. Although the State has failed to identify authority that explicitly provides that the Attorney General can supersede already filed claims by the County when the County has independent damages, it has pointed to law that it claims supports its position.[15]

Legislation was filed for consideration during the 2021 session that would have authorized the Attorney General, on behalf of the State, to consolidate, dismiss, release, settle, or take any action that he or she believes to be in the public interest in any civil proceeding in state or federal court pertaining to a matter of great governmental concern. During the 2021 Legislative Session, Representative Toby Rogers Overdorf (R-Stuart) filed House Bill 1053 and Senator Danny Burgess (R-Zephyrhills) filed Senate Bill 102 (the "bills"). These bills would have permitted the Florida Legislature to declare a matter to be of great governmental concern, and then authorized the Attorney General to consolidate, dismiss, release, settle, or take any action that he or she believes to be in the public interest in any civil proceeding in state or federal court pertaining to such matter. In addition, the bills made any award for damages or monetary payment arising from litigation pertaining to a matter of great governmental concern subject to full appropriation by the Legislature. Although the legislation was not adopted, it is anticipated that similar legislation will be filed for consideration during the 2022 session, which convenes on January 11, 2022, with committee meetings starting the week of September 20, 2021.

C. Use of Settlement Funds Under the Proposed MOU

At least 85 percent of the total monies received from the Settlement Agreements on a nationwide basis must be used for opioid remediation. Fifteen percent of the funds can be used for fees and costs.

Consistent with the proposed Settlement Agreements, under the proposed MOU, all settlement funds (except those used for administrative costs and expenses[16]) received by the State of Florida and its local governments (including the County) must be used for strategies, programming, and services used to expand the availability of treatment for individuals impacted by substance use disorders ("Approved Purposes"). The Approved Purposes are intended to best serve the overall

[15] For example, section 501.207(1)(c), Florida Statutes, authorizes the Florida Attorney General to bring "[a]n action to enjoin any person who has violated, is violating, or is otherwise likely to violate," the Florida Deceptive and Unfair Trade Practices Act (one of the claims the County has filed in the Opioid MDL). In addition, the Florida Supreme Court has found that the State may bind its citizens with litigation advanced by the State, if the State is suing in its *parens patriae* capacity (*i.e.,* litigating the rights or interests common to the public at large) and thereby representing the citizens of the State. *See Engle v. Liggett Group, Inc.*, 945 So. 2d 1246, 1260 (Fla. 2006). Federal law also provides some support for the Attorney General's argument. The Southern District of Florida has held that, "[a]pplicable Florida law states that a judgment in an action brought against a public entity that adjudicates matters of general interest to the citizens of the jurisdiction is binding on all citizens of that jurisdiction[.]" *Eggers v. City of Key West*, Case No. 05-10093-CIV-HIGHSMITH, 2007 WL 0702450 at *3 (S.D. Fla. Feb. 26, 2007). *See also State of Fla. ex. rel. Shevin v. Exxon Corp.*, 526 F.2d 266, 275 (5th Cir. 1976) (finding that the Florida attorney general retains common law powers and that those powers extend to the institution of suits under federal law without specific authorization of individual local government entities who have sustained the legal injuries asserted).

[16] These administrative costs and expenses are described below in Section F.

purpose of the Opioid MDL, *i.e*, to abate the continuing public health crisis of opioid addiction within our community.[17] In addition, the County and the State will commit to using an unspecified percentage of the settlement funds for programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health and Human Services ("Core Strategies").[18] The Core Strategies are very similar to the Approved Purposes and include all the items described above.

D. Distribution of Settlement Funds Under the Proposed MOU

Under the MOU, all settlement funds received by Florida and its local governments from the Opioid MDL would initially go to the State and then be distributed by a settlement administrator into the following funds: (1) City/County Fund; (2) Regional Fund; and (3) State Fund, which are described below. Miami-Dade County could potentially receive monies from the City/County Fund and the Regional Fund.

(1) **City/County Fund:** Fifteen percent of the funds will be placed into a City/County fund to directly benefit all counties and municipalities that have entered the MOU, including Miami-Dade County. The amount to be distributed to each county and municipality will be determined by the Negotiation Class Metrics or another metric agreed upon in writing by a county and a municipality. Any local government that is not within the definition of a County or Municipality under the MOU *and* that does not execute a release as a part of a settlement (whether under the current proposed draft Settlement Agreements or any future settlement agreement) shall have its share of the City/County Fund go to the County in which it is located. If needed, the Expense Fund described below will be funded exclusively from the City/County Fund.

(2) **Regional Fund:** A percentage of funds based on a sliding scale available in any year will be placed into a Regional Fund, as follows: Years 1-6: 40 percent, Years 7-9: 35 percent, Years 10-12: 34 percent, Years 13-15: 33 percent, and Years 16-18: 30 percent. The amount to be distributed to each County yearly will be determined by the Negotiation Class Metrics or other metrics that the parties agree upon. The Regional Funds can be used by each county that meets the MOU's definition of "Qualified County." Under the MOU, a Qualified County is a county

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[17] Some of the Approved Purposes highlighted by the MOU include funding for the purchase of Naloxone or other FDA-approved drugs to reverse opioid overdoses; medication-assisted treatment distribution and other opioid-related treatment; screening, treatment, and recovery services for pregnant and postpartum women; expanding treatment for neonatal abstinence syndrome; treatment for incarcerated populations; expansion of warm hand-off programs and recovery services; prevention program; and expanding syringe service programs.

[18] The State is negotiating with the United States to limit or reduce the United States' ability to recover or recoup monies from the State and local governments in exchange for prioritizing funds to reach certain projects. The United States government did not take a percentage of the funds obtained through the tobacco litigation, and the State is hopeful for the same result here. If no agreement is reached, there may not be a requirement that a percentage of the funds be used for Core Strategies. However, if there is such a requirement, because the Core Strategies and Approved Purposes are virtually identical, it will likely have a nominal impact because the abatement strategies will mostly remain the same.

with a population of at least 300,000 individuals and meets all of the following criteria: (a) has an opioid task force of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an adopted or used abatement plan in response to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (more than 50 percent of all the Municipalities' total population) related to the expenditure of the funds.

Miami-Dade County currently fulfills the first three requirements to become a Qualified County. If the County satisfies the last requirement such that it is deemed a Qualified County, the County would be entitled to administer and allocate the funds in accordance with approved agreements for funding of Approved Purposes. If the County does not qualify as a Qualified County, the regional share for the County will be paid to the managing entities (corporations selected by and under contracts with the Florida Department of Children and Families to manage the daily operational delivery of behavioral health services through a coordinated system of care) providing service for that county. Currently, the managing entity for Miami-Dade County is Thriving Mind.

(3) **State Fund:** The remainder of the funds after deducting costs and expenses will be spent by the State on Approved Purposes.

E. Opioid Abatement Task Force or Council

Pursuant to the proposed MOU, the State will create an opioid abatement task force or council (the "Task Force") to advise the State and local governments on priorities that should be addressed as part of the opioid epidemic and to review how funds have been spent and the results achieved. The Task Force will consist of 10 members, five appointed by the State and five from local governments selected by the Florida Association of Counties and the Florida League of Cities. Two county representatives, one from a Qualified County and one from a county that is not a Qualified County, will be appointed by or through the Florida Association of Counties. Two municipality representatives will be appointed by the Florida League of Cities. The final local government representative will alternate every two years between being a county representative (appointed by or through the Florida Association of Counties) or a municipality representative (appointed by or through the Florida League of Cities). One county representative must be from a county with a population of less than 200,000 and one must be from a county with a population more than 200,000. Each member of the Task Force will serve for a two-year term. The Attorney General or his or her designee will chair the Task Force, which will publish an annual report containing information on how monies were spent the previous fiscal year and recommendations to the State and local governments for how monies should be spent in the coming fiscal year.

F. Attorneys' Fees, Litigation Costs and Expenses, and Administrative Costs

Attorneys' fees, litigation costs and expenses, and the State's and the County's administrative costs are addressed in the MOU. The MOU encourages the parties to make efforts to require defendants as part of any settlement agreement to pay for attorneys' fees and costs of litigation. In the event

a fund sufficient to pay the contingency fees for attorneys representing local governments is not included as a part of any settlement agreement, the MOU creates an additional expense fund for the purpose of paying the hard costs and attorneys' fees of Litigating Local Governments (the "Expense Fund"). The source of funds, to the extent needed, for the Expense Fund will be sourced exclusively from the City/County Fund.[19]

In addition to the litigation costs and attorneys' fees provisions, the proposed MOU permits the State to take up to a 5 percent administrative fee from the State Fund and from any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take up to a 5 percent administrative fee from its share of the Regional Funds.

[19] Although the amount of the Expense Fund will be calculated based on the entirety of payments due to the City/County Fund over a 10-to-18-year period, the Expense Fund shall be funded entirely from payments during the first two years of each settlement. The MOU provides a process for an attorney to recover funds from the Expense Fund.

EXHIBIT A

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August 25, 2021

Geri Bonzon-Keenan
Miami-Dade County Attorney
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Re: Recommendation re: Florida Attorney General's Proposed Memorandum of Understanding on Allocation Agreement in Florida

Dear Ms. Bonzon-Keenan:

As you know, our firm Podhurst Orseck, P.A., along with Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A.; Baron & Budd, PC; Greene, Ketchum, Farrell, Bailey & Tweet, LLP; McHugh Fuller Law Group, PLLC; Hill, Peterson, Carper, Bee & Dietzler, PLLC; and Powell & Majestro, PLLC (collectively "Counsel"), represents Miami-Dade County (the "County") in its claims against several opioid manufacturers and distributors to recover damages associated with opioid abuse in the County caused by these manufacturers' and distributors' wrongful conduct. The County filed suit in the Southern District of Florida on April 23, 2018, and the action was transferred to the Opioid multidistrict litigation ("MDL") court in the Northern District of Ohio before Judge Dan Polster on May 8, 2018. The MDL's Plaintiff's Executive Committee ("PEC") represents the interest of all litigating municipalities and cities in the MDL and includes members of Counsel.

The Florida Attorney General ("AG"), along with other attorneys general from other states, have been in settlement negotiations with various defendants in the Opioid Multidistrict Litigation ("MDL"). These defendants, which include various opioid manufacturers and distributors ("Defendants"), have made clear their preference of settling with states that can provide buy in from their political subdivisions. Defendants' settlement discussions with the Florida AG's Office appear to be nearing more advanced stages, and Defendants are conditioning benefits and dollar amounts of any settlement agreement on each state's ability to obtain buy-in from its political subdivisions. Settlement amounts are maximized, the greater the buy in from each state's political subdivisions, the greater the settlement amount to the state and its subdivisions.

During the 2021 session, bills were introduced into the Florida legislature with the goal of appropriating Florida's litigating political subdivisions' claims in the Opioid MDL. The Florida AG's office maintains it already has the authority under the current operable legislation to settle its political subdivisions' claims and that these newly introduced bills simply would make that authority clearer.

With the above in mind, outside counsel for almost all of Florida's litigating political subdivisions have been actively involved in negotiating an allocation agreement with the Florida AG. The most recent version of the proposed agreement is set out in the attached Memorandum of Understanding ("MOU") and is intended, once in its final form, to govern the distribution of any settlement proceeds obtained through the Purdue Pharma L.P. ("Purdue") bankruptcy, the Mallinckrodt PLC ("Mallinckrodt") bankruptcy, and the potential deals pertaining to Johnson & Johnson ("J&J"), three distributors (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp. (collectively referred to as the "Distributors")), as well as any additional settlements that may occur at a later date with defendants in the Opioid MDL.

We believe that the MOU and allocation agreement reflect a reasonable compromise between the State and its political subdivisions, given the status of the opioid litigation, the likely structure of any resolution, the potential litigation risks to Miami-Dade County in the absence of such an agreement, and the bills before the Florida legislature. We are available to meet with you or the County's Board of Commissioners (the "Board") to provide any further explanation or address any questions. The PEC has advised that you recommend this proposal to the County's Board of Commissioners. As the County's individual attorneys, we agree with the PEC's recommendation.

Sincerely,

PODHURST ORSECK, P.A.

Peter Prieto

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs-** The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the

first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein

with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

EXHIBIT B

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING THE CITY OF CORAL GABLES TO JOIN THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN FOR THE SETTLEMENT OF THE OPIOID LITIGATION.

WHEREAS, the State of Florida and the cities and counties therein, including the City of Coral Gables, have suffered harm as a result of the opioid epidemic; and

WHEREAS, in accordance with Resolution No. 2018-154, the City of Coral Gables filed a complaint for (1) violation of the Florida Deceptive and Unfair Trade Practices Act, (2) public nuisance (3) negligence, and (4) unjust enrichment, on June 26, 2018 in the United States District Court for the Southern District of Florida; and

WHEREAS, on July 20, 2018, the Court entered an order transferring the City's case to a multi-district litigation, In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio), and the City's case was assigned case number 1:18-op-45852; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of other lawsuits filed by Florida cities and counties have also been transferred to In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"); and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding attached hereto as Exhibit A (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City of Coral Gables, and every other Florida city and county; and

WHEREAS, the Florida Memorandum of Understanding is intended to govern the distribution of settlement proceeds between the State of Florida, the City of Coral Gables and other subdivisions that are obtained through the Purdue Pharma L.P. bankruptcy, the Mallinckrodt PLC

bankruptcy, and any additional settlements obtained related to the opioid litigation, but will not affect the City's lawsuit against non-settling defendants;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission finds that participation in the Florida Plan is in the best interest of the City of Coral Gables and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 3. That the City Commission hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 4. That the City Attorney and/or City Manager are hereby authorized to execute any formal agreements, including the Florida Memorandum of Understanding, implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. The City Clerk is hereby directed to furnish a copy of this Resolution to the Florida League of Cities and to the Office of Attorney General Ashley Moody.

SECTION 6. That this Resolution shall be effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS ELEVENTH DAY OF MAY, A.D. 2021.

RESOLUTION NO. 2021-093

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN FOR THE ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS; APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE MAYOR, AND THE CITY CLERK AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ANY FORMAL IMPLEMENTING AGREEMENT AND ANY OTHER NECESSARY AND CUSTOMARY DOCUMENTS IN FURTHERANCE HEREOF; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Hialeah has suffered harm from the opioid epidemic; and

WHEREAS, the City of Hialeah recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation");

WHEREAS, the City of Hialeah is not a litigating participant in that action and other than through its participation with the State is foreclosed from any opportunity to recover for any losses suffered; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and

it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City of Hialeah, and every other Florida city and county.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2: The City finds that participation in the Florida Plan would be in the best interest of the city and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

Section 3: The City hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

Section 4: The Mayor and the City Clerk, as attesting witness, are hereby authorized to execute the Florida Plan in substantially the form contained in Exhibit "A", any formal agreement implementing a unified plan for the allocation and use of opioid settlement proceeds and all other necessary and customary documents in furtherance thereof on behalf of the City.

Section 5: The City Clerk is hereby directed to furnish a certified copy of this resolution to the State Attorney General Ashley Moody c\o John M. Guard The Capitol, PL-01 Tallahassee, FL 32399-1050.

Section 6: This resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 13 day of July, 2021.

Jesus Tundidor
Council President

Attest:

Marbelys Fatjo, City Clerk

Approved on this 22 day of July, 2021.

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena E. Bravo, City Attorney

Resolution was adopted by 4-0-3 vote with Councilmembers, Cue-Fuente, Garcia-Roves, Tundidor, and Zogby voting "Yes" and with Council Vice President Perez, Council Member De la Rosa and Council Member Hernandez absent.

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PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

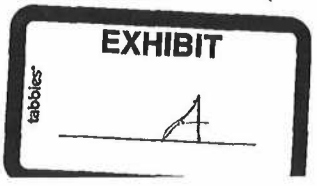
A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the



daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

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(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

City of Miami Gardens

Rodney Harris
Mayor

Reggie Leon
Vice Mayor

Shannon Campbell
Council Member

Shannan Ighodaro
Council Member

Linda Julien
Council Member

Robert Stephens III
Council Member

Katrina Wilson
Council Member

Cameron D. Benson
City Manager

Mario Bataille, CMC
City Clerk

Sonja K. Dickens
City Attorney

July 14, 2021

Office of the Attorney General
State of Florida
Chief Deputy Attorney General John Guard
PL-01 The Capitol
Tallahassee, FL 32399-1050

Re: Resolution No. 2021-076-3631

Dear Mr. John Guard:

Please find enclosed an executed copy of City of Miami Gardens Resolution No. 2021-076-3631, which authorizes the City of Miami Gardens to join with the State of Florida and other Local Governmental units as a participant in the Florida Memorandum of Understanding. Thank you for your assistance in this matter.

Sincerely,

Sonja K. Dickens
City Attorney

Encls.

18605 NW 27th Avenue • Miami Gardens, Florida 33056 • Tel: (305) 914-9010 • Fax: (305) 622-8001 • www.miamigardens-fl.gov

DocuSign Envelope ID: 135D8982-63D6-4C5F-A26E-BCB38F63E3F1

RESOLUTION NO. 2021-076-3631

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN RELATING TO THE OPIOID LITIGATION; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST SAID MEMORANDUM OF UNDERSTANDING; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has suffered harm from the opioid epidemic, and

WHEREAS, the City of Miami Gardens recognizes that the entire State of Florida has suffered harm as a result from the opiod epidemic, and

WHEREAS,the State of Florida has filed an action pending in Pasco County, Florida and a number of Florida Cities and Counties have also filed an action In re: National Prescription Litigation, MDL No. 2804 (N.D. Ohio) (the "Opiod Litigation") and the City of Miami Gardens is a litigating participate in that action, and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation of prospective settlement dollars.from opioid related litigation, and

WHEREAS, Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date, and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiation , and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, City of Miami Gardens and every other Florida city and county,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: The City Council finds that participation in the Florida Plan would be in the best interest of the City of Miami Gardens and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

Section 3: The City Council herby expresses its support of a unified plan for the allocation and use of opiod settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A".

Section 4: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Clerk to execute and attest said Florida Plan in substantially the from contained in Exhibit "A". The City Manager is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opiod settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

Section 5: The Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

Section 6: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Agreement with one to be maintained by the City, and one to be delivered to the Florida League of Cities and Attorney General Ashley Moody, c/o John M. Guard, The Capitol, PL-01, Tallahassee, FL 32399-1050

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JUNE 23, 2021.

DocuSigned by:
B912A2EF5F0C4FD...
RODNEY HARRIS, MAYOR

ATTEST:

DocuSigned by:
C4408C142F1C48B...
MARIO BATAILLE, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

Moved by: Councilman Stephens
Seconded by: Councilwoman Campbell

VOTE: 6-0

Mayor Harris	***Absent***
Vice Mayor Leon	***Yes***
Councilwoman Campbell	***Yes***
Councilwoman Ighodaro	***Yes***
Councilwoman Julien	***Yes***
Councilman Stephens, III	***Yes***
Councilwoman Wilson	***Yes***

City of South Miami

July 7, 2021

FL Attorney General: Ashley Moody
C/O John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399

Dear Honorable Ashley Moody,

Enclosed please find Resolution No. 051-21-15671 "A Resolution of the Mayor and City Commissioners of the City of South Miami ("City") authorizing the City to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan." Passed at the May 04, 2021, City Commission Meeting.

Sincerely,

Nkenga A. Payne, CMC, FCRM
City Clerk

RESOLUTION NO. 051-21-15671

A Resolution of the Mayor and City Commissioners of the City of South Miami ("City") authorizing the City to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the City of South Miami ("City") has suffered harm from the opioid epidemic; and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and City is not a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, City of South Miami, and every other Florida city and county;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2. The Mayor and City Commissioners of the City of South Miami find that participation in the Florida Plan would be in the best interest of the City of South Miami and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

Section 3. The Mayor and City Commissioners of the City of South Miami hereby expresses the City of South Miami's support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

Section 4. The City Manager is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

Section 5. The City Manager is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

Section 6. Instructions to the City Clerk. The City Clerk is instructed to record this Resolution in the appropriate record book upon its adoption and is hereby further directed to furnish a certified copy of this Resolution to the following entities:

Florida League of Cities and Florida Association of Counties
FL Attorney General: Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

Section 7. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 8. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will not affect the validity of the remaining portions of this resolution.

Section 9. Effective Date. This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 4th day of May, 2021.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY, AND EXECUTION THEREOF

CITY ATTORNEY

COMMISSION VOTE: 5-0
Mayor Philips: Yea
Commissioner Gil: Yea
Commissioner Harris: Yea
Commissioner Liebman: Yea
Commissioner Corey: Yea

CERTIFICATION

I, Nkenya A Payne City Clerk with the City of South Miami, Miami-Dade County, Florida, do hereby certify this document to be a true and correct copy of Res. No. 051-21-13671 dated May 4, 2021, according to the records of the City of South Miami, Florida. Given my hand and the official Seal of the City of South Miami, Florida this 1st day of July AD 2021.

City Clerk

MEMORANDUM

(Revised)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	**DATE:**	September 1, 2021
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Substitute Agenda Item No. 13(A)(1)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved Daniella Levine Cava Mayor
Veto
Override ✓

Substitute
Agenda Item No. 13(A)(1)
9-1-21

RESOLUTION NO. R-834-21

RESOLUTION AUTHORIZING MIAMI-DADE COUNTY TO JOIN THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING TO IMPLEMENT A UNIFIED PLAN RELATING TO THE ALLOCATION AND USE OF ANY POTENTIAL SETTLEMENT PROCEEDS RECEIVED UNDER CURRENT PROPOSED SETTLEMENT AGREEMENTS OR FUTURE SETTLEMENT AGREEMENTS IN *IN RE: NATIONAL PRESCRIPTION OPIATE* LITIGATION; APPROVING THE TERMS OF A MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING, AND, IN CONSULTATION WITH THE COUNTY ATTORNEY'S OFFICE AND THE CHIEF EXECUTIVE OFFICER OF THE PUBLIC HEALTH TRUST OR THE CHIEF EXECUTIVE OFFICER'S DESIGNEE, TO NEGOTIATE CERTAIN NECESSARY AGREEMENTS TO BE PRESENTED TO THE FULL BOARD WITHOUT COMMITTEE REVIEW; AUTHORIZING THE COUNTY ATTORNEY OR COUNTY ATTORNEY'S DESIGNEE, IN CONSULTATION WITH THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, THE CHIEF EXECUTIVE OFFICER OF THE PUBLIC HEALTH TRUST OR THE CHIEF EXECUTIVE OFFICER'S DESIGNEE, AND OUTSIDE COUNSEL, TO VOTE IN FAVOR OF OR AGAINST THE CHAPTER 11 BANKRUPTCY PLAN IN *IN RE MALLINCKRODT PLC, ET AL.*; AND DIRECTING THE COUNTY ATTORNEY TO PROVIDE A REPORT TO THE BOARD

WHEREAS, the opioid epidemic in the United States is a nationwide public health crisis that was driven by increased consumption and the widespread availability of pharmaceutical opioids; and

WHEREAS, companies involved in the pharmaceutical supply chain including, but not limited to, distributors, manufacturers, dispensing companies, and marketing agencies contributed to the great harm suffered by the State of Florida and Miami-Dade County as a result of the opioid epidemic; and

WHEREAS, in an effort to seek redress for such harm, on April 23, 2018, the County's outside counsel, consisting of Podhurst Orseck, P.A.; Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA; Baron & Budd, PC; Green, Ketchum, Farrell, Bailey & Tweet, LLP; McHugh Fuller Law Group, PLLC; Hill, Peterson, Carper, Bee & Dietzler, PLLC; and Powell & Majestro, PLLC ("Podhurst") filed the County's federal lawsuit against several manufacturers and distributors of prescription opiate drugs in the United States District Court for the Southern District of Florida; and

WHEREAS, the case was transferred to the Northern District of Ohio to be included in the Opioid Multidistrict Litigation ("Opioid MDL") being litigated in that court; and

WHEREAS, negotiations regarding potential settlements of the claims raised against defendants in the Opioid MDL are ongoing; and

WHEREAS, as part of such negotiations, states across the nation, including the State of the Florida, have negotiated with certain Opioid MDL defendants; and

WHEREAS, two settlement agreements have been tentatively reached between various parties and: (1) McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the "Distributor Settlement Agreement"); and (2) Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. (the "J&J Settlement Agreement") (collectively, the "Settlement Agreements"); and

WHEREAS, under the Distributor Settlement Agreement, the State of Florida and its local governments will share up to $18,554,013,691, excluding fees and offsets; and

WHEREAS, under the J&J Settlement Agreement, after fees and offsets, the State of Florida and its local governments will share up to $299,627,612.33; and

WHEREAS, in addition to monetary damages, the Settlement Agreements also include injunctive relief that seeks to change the behavior of pharmaceutical supply chain participants; and

WHEREAS, for example, under the Distributor Settlement Agreement, the settling defendants must take specific measures to detect suspicious opioid orders and problematic customers; and

WHEREAS, similarly, under the J&J Settlement Agreement, among other things, the settling defendants are enjoined from manufacturing or selling any opioids for 10 years; and

WHEREAS, the Settlement Agreements also incentivize states and local governments to reach allocation agreements; and

WHEREAS, failure to reach an allocation agreement may disadvantage the County with respect to the terms of any future settlement with these defendants; and

WHEREAS, Podhurst and outside counsel for nearly all political subdivisions in Florida have been working together to negotiate an allocation agreement with the State regarding the distribution of settlement proceeds obtained through the Opioid MDL; and

WHEREAS, for the reasons set forth in the accompanying memorandum and the Podhurst memorandum attached thereto as Exhibit A this Board wishes to authorize the County Mayor or the County Mayor's designee to execute the proposed Memorandum of Understanding attached hereto as Attachment A; and

WHEREAS, along with the County, Jackson Health System ("Jackson"), has also been significantly impacted by the opioid epidemic; and

WHEREAS, for example, Jackson's Emergency Department and Behavioral Health Hospital physicians have treated patients for a variety of conditions related to opioid abuse and misuse, including, but not limited to overdoses, heart attacks, strokes, cellulitis, and other infections; and

WHEREAS, this Board desires that the County Mayor or County Mayor's designee consult with the Chief Executive Officer of the Public Health Trust ("PHT CEO") or the PHT CEO's designee, to the extent feasible, on matters related to settlement in the Opioid MDL[[;]][1] >>;and

WHEREAS, the County is a creditor in *In re Mallinckrodt plc, et al.,* Case No. 20-12522 (JTD); and

WHEREAS, Mallinckrodt plc ("Mallinckrodt") is a specialty pharmaceutical company and the largest generic opioid manufacturer in the United States; and

WHEREAS, Mallinckrodt petitioned for bankruptcy under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware on October 12, 2020, after being named as a defendant in the Opioid MDL; and

---

[1] The differences between the substitute and the original item are indicated as follows: Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< are added.

WHEREAS, on June 17, 2021, the bankruptcy court entered an order, which, in part, authorized Mallinckrodt to solicit votes on the *Joint Plan of Reorganization of Mallinckrodt plc and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* and approved bankruptcy solicitation materials and documents and procedures for soliciting and tabulating votes (the "Plan"); and

WHEREAS, the Plan seeks to resolve all litigation that Mallinckrodt is engaged in by settlement, including the Opioid MDL, and to restructure Mallinckrodt's capital structure; and

WHEREAS, because the County filed a proof of claim in Mallinckrodt's bankruptcy case as a creditor, it is entitled to vote on the Plan; and

WHEREAS, the deadline to vote on the Plan is currently September 10, 2021; and

WHEREAS, at this time, it is uncertain whether the vote on the Plan will proceed on September 10, 2021, and neither the Plaintiffs' Executive Committee nor the County's outside counsel have made a recommendation on the Plan; and

WHEREAS, due to the expedited nature of bankruptcy proceedings, a vote on the Plan may be required before the Board's next regularly scheduled meeting; and

WHEREAS, as such, this Board wishes to authorize the County Attorney or the County Attorney's designee, in consultation with the County Mayor or County Mayor's designee, the PHT CEO or the PHT CEO's designee, and outside counsel, to vote in favor of or against the Plan,<<

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, this Board:

Section 1. Approves and incorporates the foregoing recitals in this resolution.

Section 2. Authorizes Miami-Dade County to join with the State of Florida and other local governments as a participant in the Florida Memorandum of Understanding ("MOU") implementing a unified plan for the allocation and use of opioid litigation settlement proceeds obtained in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid MDL"), including, but not limited to, proceeds obtained from the settlement agreements with (1) certain distributor defendants; (2) Johnson & Johnson and affiliated companies; and (3) other defendants in any future settlement agreements entered in the Opioid MDL.

Section 3. Approves the terms of the MOU, in substantially similar form as attached hereto as Attachment A.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute the MOU and, in consultation with the County Attorney's Office and the PHT CEO or the PHT CEO's designee, negotiate any final agreement, if needed, between the County, the State and any other necessary parties that formalizes the terms of an agreement based on the MOU. Such agreements shall be presented directly to the full Board for consideration and approval without committee review.

Section 5. Authorizes the County Mayor or County Mayor's designee, in consultation with the County Attorney's Office and the PHT CEO or the PHT CEO's designee, to negotiate the terms of agreements with municipalities necessary for the County to be designated a Qualified County under the MOU consistent with the requirements therein. Such agreements shall be presented directly to the full Board for consideration and approval without committee review.

>>**Section 6.** Authorizes the County Attorney or the County Attorney's designee, in consultation with the County Mayor or County Mayor's designee, the PHT CEO or the PHT CEO's designee, and outside counsel, to vote in favor of or against the *Joint Plan of*

Reorganization of Mallinckrodt plc and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code In re Mallinckrodt plc, et al., Case No. 20-12522 (JTD) *(Bankr. D. Del.)* and directs the County Attorney to provide a report to the Board regarding the actions taken pursuant to the authority delegated in this section.<<

The Prime Sponsor of the foregoing resolution is County Attorney Geri Bonzon-Keenan and the Co-Sposoner is Commissioner Sally A. Heyman. It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **aye**

Sen. René García	**absent**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Angela Benjamin
Shanika A. Graves

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. ''Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. 2022-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING RESTATE CONSTRUCTION LLC FOR THE VILLAGE GREEN INTERIOR SIDEWALK RENOVATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $61,172; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") issued Invitation to Bid No. 2022-01 (the "ITB") for the Village Green Interior Sidewalk Renovation Project (the "Capital Project"); and

WHEREAS, three responsive bids were received by the ITB deadline; and

WHEREAS, after review and evaluation of the submitted bids, the Village Manager recommended that Restate Construction LLC (the "Contractor") be selected to perform the Capital Project as the lowest responsive and responsible bidder; and

WHEREAS, the Village desires to utilize funds allocated to the Village under the American Rescue Plan Act ("ARPA") to cover the costs of the Capital Project; and

WHEREAS, the Village has experienced a reduction in revenue due to the COVID-19 public health emergency; and

WHEREAS, ARPA provides that use of ARPA funds for the "provision of government services to the extent of the reduction in revenue due to the COIVD-19 public health emergency," which includes funding of "pay-go funded building of infrastructure," are eligible uses of ARPA funds; and

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of funds for the Capital Project, select the Contractor to perform the Capital Project, and authorize the Village Manager to negotiate and execute an agreement with the Contractor, in an amount not to exceed $61,172, in substantially the form attached hereto as Exhibit "A" (the "Construction Contract"); and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the citizens of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Selection.** That the Village Council hereby selects the Contractor to perform the Capital Project.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute an agreement with the Contractor for the Capital Project, in an amount not to exceed $61,172, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the Village Manager is authorized to negotiate and execute an agreement with the next highest ranked bidder(s), in order of ranking based on the base bid for the second alternate bid, until an agreement in the best interest of the Village is reached.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____, 2021 (the "Effective Date") by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **RESTATE CONSTRUCTION LLC**, a Florida limited liability company (the "Contractor").

WHEREAS, in response to Invitation to Bid No. 2022-01 for the Village Green Interior Sidewalk Renovation Improvements Project (the "Project," as further defined herein), the Contractor submitted a bid, which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items attached hereto as Exhibit "B"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, the Work or Project consists of repairing, milling, and resurfacing of the existing approximately 8' wide asphalt walkway located on the Village Green; and

WHEREAS, Contractor has represented to the Village that it possesses the necessary qualifications, experience, and abilities to perform the Work for the Project and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications to be prepared by the Village of Key Biscayne Department of Public Works, attached hereto as **Exhibit "A"** (the "Plans"), the Contractor's Bid attached hereto as **Exhibit "B,"**, and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

VILLAGE GREEN INTERIOR SIDEWALK RENOVATION PROJECT

Work includes the repair, milling, and resurfacing of existing 8" wide asphalt walkway located on the Village Green in the Village of Key Biscayne, FL.

Work shall be completed in two (2) phases, with Phase One consisting of the work outlined for the Village Green North section shown on sheet 2 of the plans attached hereto as Exhibit "A" and Phase Two consisting of the work outlined for the Village Green South section shown on sheet 3 of the plans attached hereto as Exhibit "A." No night/weekend work shall be permitted unless authorized by the Village Manager. All construction activities shall be concluded and all equipment removed from the park no later than 4:00 p.m. daily. The Village will provide up to two (2) parking spaces for staging of Contractor equipment. The Vendor shall provide all necessary labor, materials, and equipment to perform the Work.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within thirty (30) calendar days from the date specified in the Notice to Proceed ("Contract Time").** Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within sixty (60) calendar days from the date specified in the Notice to Proceed ("Final Completion Time").** The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work within the Contract Time, Contractor shall pay to Village the sum of Five Hundred Dollars ($500.00) for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of One Thousand Dollars ($1,000.00) for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

3. CONTRACT PRICE

3.1. Village shall pay to Contractor for the performance of the Work an amount not to exceed $61,172.00 in accordance with the line items and unit prices included in the Contractor's Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit "B." This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and

approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Village or Village's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.3. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the Village for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

3.4. The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village 's rights hereunder or at law or in equity.

3.5. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment is contingent upon receipt by Village from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

3.6. This Contract is subject to the conditions precedent that: (i) Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the

Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract if such is required.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state, and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not 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.

4.3. The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

5. INDEMNIFICATION

5.1. Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

6.1.2.1. Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Village, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by

the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.1.2. Contractor warrants the following:

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

7.1.2.2. Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.1.2.3. Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or Village. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including Village building permits. Village building permit fees are waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

8. DEFAULT AND TERMINATION

8.1. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work

within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2. This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9. MISCELLANEOUS

9.1.No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

9.2. Contractor's Responsibility for Damages and Accidents.

9.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village and shall promptly repair any damage done from any cause.

9.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

9.3. Defective Work. Warranty and Guarantee.

9.3.1. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Village or its designee, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

9.3.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Village prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

9.3.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4. Legal Restrictions; Hours of Work; Traffic Provisions.

9.4.1. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Village Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

9.5. Examination and Retention of Contractor's Records.

9.5.1. The Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions

related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

9.5.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

9.5.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4. The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

9.6. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the Village.

9.7. Authorized Representative.

9.7.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally

performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Village, Contractor shall replace the unacceptable personnel with personnel acceptable to the Village.

9.8. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.9. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.11. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

9.12. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.13. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

9.14. **Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.

9.15. **Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

9.16. **Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

9.17. **Liens.** Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village 's reasonable attorneys' fees and costs incurred in connection therewith.

9.18. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

9.19. **Waiver of Jury Trial.** VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.20. **Notices/Authorized Representatives.** Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

9.21. **Prevailing Party; Attorneys' Fees**. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

9.22. **Ownership and Access to Records and Audits.**

9.22.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 Contract, and following completion of the Contract until the records are transferred to the Village.

9.22.3. Upon request from the Village's custodian of public records, Contractor shall provide the Village 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.

9.22.4. 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 Contract are and shall remain the property of the Village.

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be

delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.22.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Village.

9.22.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: JOCELYN B. KOCH, VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FL 33149, 305-365-5506, JKOCH@KEYBISCAYNE.FL.GOV.

9.23. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

9.23.1. First Priority: Change Orders with later date taking precedence;

9.23.2. Second Priority: This Base Agreement;

9.23.3. Third Priority: Exhibit D, "Interim Final Rule";

9.23.4. Fourth Priority: Exhibit E, "U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019)";

9.23.5. Fifth Priority: Exhibit H, "American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement";

9.23.6. Sixth Priority: Exhibit F, "Assurances of Compliance with Title VI of the Civil Rights Act of 1964";

9.23.7. Seventh Priority: Exhibit G, "Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions";

9.23.8. Eighth Priority: Exhibit B, "Village of Key Biscayne Public Works Department Plans";

9.23.9. Ninth Priority: Exhibit C, "Notice to Proceed"; and

9.23.10. Tenth Priority: Exhibit A, "Contractor's Proposal."

10. SPECIAL CONDITIONS

10.1. The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

10.2. **Preliminary Steps**.

10.2.1. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

10.3. **Project Schedule.** Contractor must submit a proposed Project Schedule as follows:

10.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.

10.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each CO that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

10.3.3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Consultant or Village as applicable. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

10.3.4. In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the following two (2) week period. The look-ahead schedule must be provided to the Project Consultant and Village at a regular frequency prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

10.4. **Schedule of Values.** The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule

of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

10.5. **Construction Photographs.** Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

10.6. **Staging Site.**

10.6.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Village.

10.6.2. The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.6.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

10.6.4. **Parking.** No parking is permitted at a Village provided staging site without the prior written approval of the Village.

10.7. **Project Signage.** Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

10.8. **Royalties and Patents**. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

10.9. **Purchase and Delivery, Storage and Installation**. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Village.

10.10. **Substitutions**. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Village may require an adjustment in price based on any proposed substitution.

10.11. **Unsatisfactory Personnel**.

10.11.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

10.11.2. The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.12. **Contract Modification**.

10.12.1. **Change Orders.**

10.12.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Village reserves the right to make increases, decreases or other changes in the

character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Village. The Village reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

10.12.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Village, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Village may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

10.12.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

10.12.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Village reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Village directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Village.

10.12.2. Extension of Contract Time.

10.12.2.1. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

10.12.2.1.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

10.12.2.1.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

10.12.2.1.3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

10.12.2.1.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

10.12.3. Continuing the Work

10.12.3.1. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Village, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10.13. **As-Built Drawings**. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

10.13.1. Depths of various elements of foundation in relation to finish first floor datum.

10.13.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

10.13.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

10.13.4. Field changes in dimensions and details.

10.13.5. Changes made by Project Consultant's written instructions or by Change Order.

10.13.6. Details not on original Contract Drawings.

10.13.7. Equipment, conduit, electrical panel locations.

10.13.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

10.14. Specifications and Addenda: Legibly mark each section to record:

10.14.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

10.14.2. Changes made by Project Consultant's written instructions or by Change Order.

10.15. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

10.15.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital l (CAD and PDF) versions.

10.15.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

10.16. **Record Set**. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings. Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

10.17. **Maintenance of Traffic**. Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

10.18. **Hurricane Preparedness**. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including

a hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

10.19. **Mandated Federal Contract Conditions**. In connection with the performance of this Contract, Contractor acknowledges that compensation for the Work performed under this Contract shall be partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, without limitation:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable;
ii. Interim Final Rule, attached hereto as Exhibit "D";
iii. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019), attached hereto as Exhibit "E";
iv. Assurances of Compliance with Title VI of the Civil Rights Act of 1964, attached hereto as Exhibit "F"; and
v. Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, attached hereto as Exhibit "G";
vi. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement, attached hereto as Exhibit "H."

10.19.1. *Employment Standards.*

10.19.1.1. Contractor shall implement and keep records of a local hire program that prioritizes and promotes the employment of workers located within the Village and Miami-Dade County. Specifically, such local hire program shall employ individuals and subcontractors in accordance with the following priority levels:

a. First priority: Village residents and subcontractors;
b. Second priority: Miami-Dade County residents and subcontractors; and
c. Third priority: Other individuals and subcontractors.

Contractor shall provide documentation, reports, and records demonstrating compliance with the local hire program to the Village prior to commencement of the Work.

Commented [RCP1]: For discussion

10.19.1.2. Contractor is strongly encouraged to offer wages at or above the prevailing wage rate and to encourage subcontractors to offer wages at or above the prevailing wage rate.

10.19.2. *Title VI Requirements*. Contractor acknowledges that the Village has certified or will certify compliance with Title VI of the Civil Rights Act of 1964, in the form attached hereto as Exhibit "F," to the U.S. Department of the Treasury. Towards that end, Contractor shall ensure that performance of work in connection with this Contract follows the certifications contained in Exhibit F, and shall also adhere to the following provisions:

10.19.2.1. The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Contract.

10.19.2.2. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Contract.

10.19.3. *Americans with Disabilities Act Requirements*. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Contract.

10.19.4. *Age Discrimination Act of 1975*. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Contract.

10.19.5. *Protections for Whistleblowers*.

10.19.5.1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, 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.

10.19.5.2. The list of persons and entities referenced in the paragraph above includes the following:

i. A Member of Congress or a representative of a committee of Congress.
ii. An Inspector General.
iii. The Government Accountability Office.
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
v. An authorized official of the Department of Justice or other law enforcement agency.
vi. A court or grand jury.
vii. A management official or other employee of the contractor, subcontractor, the State of Florida, or the Village who has the responsibility to investigate, discover, or address misconduct.

10.19.5.3. The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10.19.6. *Seat Belts Required*. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

10.19.7. *Texting While Driving Ban*. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

10.19.8. *Publication*. Contractor shall obtain approval from the Village in writing prior to issuing any publications in connection with this Contract. If approved by the Village, the Contractor shall include the following language in any and all publications issued:

> "This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the Village of Key Biscayne by the U.S. Department of the Treasury."

10.20. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the Interim Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

10.20.1. *Equal Employment Opportunity Compliance*. During the performance of this Contract, the Contractor agrees as follows:

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

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
b. layoff or termination;
c. rates of pay or other forms of compensation; and
d. selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(4) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(5) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(7) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(8) 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 U.S. Secretary of Labor, or as otherwise provided by law.

(9) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.20.2. *Contract Work Hours and Safety Standards Act Compliance*. During the performance of this Contract, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

10.20.2.1. *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.

10.20.2.2. *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, 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 of $10 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.

10.20.2.3. *Withholding for unpaid wages and liquidated damages*. The Village shall upon its own action or upon written request of an authorized representative of the U.S. 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 Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same 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.

10.20.2.4. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The 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.

10.20.3. *Clean Air Act Compliance*. During the performance of this Contract, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

10.20.3.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

10.20.3.2. The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

10.20.3.3. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Contract.

10.20.4. *Federal Water Pollution Control Act Compliance*. During the performance of this Contract, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

10.20.4.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

10.20.4.2. The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

10.20.4.3. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Contract.

10.20.5. *Suspension and Debarment Compliance*. During the performance of this Contract, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

10.20.5.1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

10.20.5.4. The 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 throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.20.5.5. Contractor certifies that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under 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.

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and

iv. Have not, within a five (5)-year period preceding this Contract, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Contract as to why not.

10.20.6. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)*. During the performance of this Contract, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

10.20.6.1. No Funds received by the Contractor under this Contract have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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.

10.20.6.2. If any monies, other than Funds received by Contractor under this Contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant. loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

10.20.6.3. The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

10.20.6.4. 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 the Byrd Anti-Lobbying Amendment (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.

10.20.7. *Procurement of Recovered Materials*. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, al0ong with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

10.20.8. *Domestic Preferences for Procurements.* To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."

10.20.9. *2 CFR Subpart F – Audit Requirements.* Contractor shall assist the Village in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Interim Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

10.20.9.1. Contractor shall assist the Village in complying with the Federal Audit Provisions by providing the Village, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Contract or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the Village in the event Documentation must be supplemented to address audit findings or other federal inquiries.

10.20.9.2. Contractor shall keep all Documentation up-to-date throughout the performance of this Contract and the Work. Contractor shall provide the Village with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the Village in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

[Remainder of page intentionally left blank.
Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: Restate Construction, LLC

Addresses for Notice:
Restate Construction LLC
Attn: _____
407 Lincoln Road
Suite 2H
Miami Beach, FL 33139
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

DRAFT

EXHIBIT A

Village of Key Biscayne Public Works Department Plans

EXHIBIT B

Contractor's Proposal

EXHIBIT C

NOTICE TO PROCEED

Dated: _____, 20____

To: [INSERT NAME/ADDRESS/EMAIL OF CONTRACTOR]

Project Name: VILLAGE OF KEY BISCAYNE [INSERT NAME OF] PROJECT

Contract No.: [INSERT NUMBER]

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 2021. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20____ and _____, 20____, ____/____ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the Village (_____ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

_____

_____

VILLAGE OF KEY BISCAYNE

By: _____
Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

[insert contractor name]

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

EXHIBIT D

Interim Final Rule

EXHIBIT E

U.S. Department of the Treasury
Coronavirus State and Local Fiscal Recovery Funds
Award Terms and Conditions (Assistance Listing Number 21.019)

EXHIBIT F

Assurances of Compliance with
Title VI of the Civil Rights Act of 1964

EXHIBIT G

Coronavirus State and Local Fiscal Recovery Funds
Frequently Asked Questions

EXHIBIT H

American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund Agreement

PROPOSAL

RESTATE CONSTRUCTION

November 16, 2021

To: Village of Key Biscayne.

Thank you for choosing Restate Construction LLC. for your Construction & Engineering needs. Restate is pleased to submit this proposal to provide Construction services for the project site listed below.

Scope of Work for **VILLAGE GREEN INTERIOR SIDEWALK RENOVATION** for the site listed below as requested by The City of Key Biscayne.

- **(ITB NO. 2022-01).**

This proposal is based on the information provided by The City of Key Biscayne on 10/28/21 and per Provided Plans.

Project Includes: (Refer to Exhibit A for Details)

- **General Requirements.**
  - **Permits Fee's & Expediting.**
  - **Project Management.**
- **Mobilization and Demobilization.**
- **Maintenance of Traffic.**
- **Milling and Overlay 1" of Asphalt as per provided plans.**
- **Full Depth Pavement Reconstruction as specified on the provided plans.**
- **MOT.**
- **All Machinery & Personnel to properly perform this work.**

Total Lump Sum Price: $61,172.00
Sixty-One Thousand One Hundred Seventy-Two.

Please contact me directly with any questions, clarifications or concerns.

Sincerely,

Andriw A. Beruvides
786-531-2987

FORM CD
COMPANY DECLARATION FORM

I certify that any and all information contained in this Response is true. I certify that this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the solicitation and certify that I am authorized to sign for the Respondent's firm. Please print the following and sign your name:

Restate Construction LLC
FIRM NAME

407 Lincoln Rd Suite 2H Miami Beach FL 33139
PRINCIPAL BUSINESS ADDRFESS

954-682-6059 |
TELEPHONE | **FACSIMILE**

Matteo@restategroup.com
EMAIL ADDRESS

46-3823630 | 7476312 or 7612275
FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER | **MUNICIPAL BUSINESS TAX RECEIPT OR OCCUPATIONAL LICENSE NO.**

Matteo Corrali
NAME

President
TITLE

Matteo Corrali
AUTHORIZED SIGNATURE

CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of Restate Construction LLC, a corporation organized and existing under the laws of the State of FL, held on the 30 day of October, 21, a resolution was duly passed and adopted authorizing (Name) Matteo Cornali as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 16, day of November, 2021.

Secretary: Andrea Diotallevi

Print Name:

President: MATTEO Cornali

Print Name:

CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Partners of _____, a partnership organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____, day of _____, 20____.

Partner: _____

Print Name: _____

Partner: _____

Print Name: _____

CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name)_____, individually and doing business as (d/b/a) _____(If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this ____, day of _____, 20____.

Signed: _____

Print: _____

In the presence of:

Witness #1:

Signature: _____

Print: Andrew Beaurides

Witness #2:

Signature: _____

Print: Maylet Franco

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16 day of November, 2021, before me the undersigned, personally appeared Matteo Comali, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

ANDREA DIOTALLEVI

ANDREA DIOTALLEVI
Notary Public - State of Florida
Commission # HH 136462
My Comm. Expires Jun 1, 2025
Bonded through National Notary Assn.

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

Form COA

FORM SEA

SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE VILLAGE OF KEY BISCAYNE AND ARE STATEMENTS MADE:

By: Matteo Corradi

For (Name of Proposing or Bidding Entity): Ristata Construction LLC

Whose business address is: 407 Lincoln Rd Suite 2H Miami Beach FL 33139

And (if applicable) its Federal Employer Identification Number (FEIN) is: 46-3823630

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#:_____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

MC

Proposer Initials

Public Entity Crimes Affidavit

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 of 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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 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.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An 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, executives, 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 prima 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.

I understand that a "person" as defined in Paragraph 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 "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[X] Neither the entity submitting this sworn statement, nor any of its 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 ad 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 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 1 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.

MC

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

MC

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the " Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest

in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

MC

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

MC

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, 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.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false

certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this solicitation. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

MC

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **Solicitation No.** 2022-01 and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Response is true and accurate.

MC

Proposer Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Andrea Bezerra

Print Name: _____

Title: _____

Witness #2 Print Name: Mayra Hanes

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16 day of November, 2021, before me the undersigned, personally appeared Matteo Corradi, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

ANDREA DIOTALLEVI
Notary Public - State of Florida
Commission # HH 136462
My Comm. Expires Jun 1, 2025
Bonded through National Notary Assn.

ANDREA DIOTALLEVI

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

Form SEA

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Title: Village Green Interior Sidewalk Renovation

Solicitation No.: ITB 2022-01

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1, Dated 11/5/21
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Restata Construction LLC

Authorized Representative's Name: Matteo Corradi

Title: President

Authorized Signature: Matteo Corradi

Form AA

VILLAGE OF KEY BISCAYNE

RFQ 2022-01
Village Green Interior Sidewalk Renovation
Addendum #1
Due Date: November 17, 2021 at 2:00 pm

This addendum is incorporated into and made a part of the above referenced solicitation. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the solicitation, which take precedence over the solicitation documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

Questions and Answers

1. What are the MOT Requirements? Will pedestrian traffic be allowed in milled areas before the new asphalt goes in or will the City require that all work areas be closed off from pedestrian access at all times? Will the City require fencing?

   Response: Pedestrian access wont be allowed until the asphalt is placed. Contractor is responsible for taking appropriate precautions for pedestrian safety.

2. Will police presence be required?

   Response: No

3. Is there an estimate for this project?

   Response: $60,000

4. Is the central access point to the park (the large area with brick pavers) able to hold the weight of dump trucks full of asphalt or will we be required to leave the trucks on the nearby roadway?

   Response: Contractor should evaluate. If its not feasible, then leave the trucks on the road

Acknowledgement:

Matteo Cornali
Name of Signatory

President
Title

11/16/2021
Date

Signature

MATTEO CORNALI
Name of Respondent

ATTACHMENT C

Village of Key Biscayne
Supplementary Provisions –Federal Funding

1. Disbursements
   a. No money under this Contract shall be disbursed by the Village to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
   b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the Village under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements
   a. The Contractor shall include in any subcontract the clauses set forth in these Village of Key Biscayne Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
   b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Village's prior written approval of the subcontractors. The Village will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Force Majeure.
   The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the Village; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the Village, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the Village in writing within ten (10) days of the delay. Upon receipt of such notification, the Village shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the Village shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

4. Equal Employment Opportunity.
   During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
   b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
   c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. 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 as 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.

g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

a. Placing qualified socioeconomic firms on solicitation lists;

b. Assuring that socioeconomic firms are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;

d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and

e. 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.

6. Compliance with the Copeland "Anti-Kickback" Act.

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"). Contractor and any subcontractors 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.

7. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors must certify that 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.

10. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program .

11. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of 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 Public Law 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).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of 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) is prohibited.

In addition, 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 is prohibited.

12. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable under a Federal award, supply and/or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contractors shall include the preceding language in all subcontracts.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Restate Construction LLC
407 Lincoln Rd Suite 2H
Miami Beach, Fl 33139

SURETY:
(Name, legal status and principal place of business)

Lexington National Insurance Corporation
P.O. BOX 6098
LUTHERVILLE, MD 21094

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

BOND AMOUNT: $ Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Bid No. 2022-01 - VILLAGE GREEN INTERIOR SIDEWALK RENOVATION

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th **day of** November, 2021

Restate Construction LLC
(Principal) *(Seal)*

Matteo Corradi, President
(Title)

(Witness)

Lexington National Insurance Corporation
(Surety) *(Seal)*

(Witness) Ellie Kugler

(Title) Jonathan A. Bursevich, Attorney-in-Fact

LEXINGTON NATIONAL INSURANCE CORP. INCORPORATED 1989 FLORIDA

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY
Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Warren Alter, David Satine and Jonathan Bursevich

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

LEXINGTON NATIONAL INSURANCE CORP. INCORPORATED 1989 FLORIDA

Ronald A. Frank, President

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

Notary

ALYSSA BARNES NOTARY PUBLIC HARFORD COUNTY MD

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 9th day of November, 2021.

Corporate Seal:

Lisa R. Slater, Secretary

Attached to bond signed this 16th day of November, 2021

LEXINGTON NATIONAL INSURANCE CORP. INCORPORATED 1989 FLORIDA

F:\Unit\Power of Attorney form CS 2021 with Watermark Seal

INVITATION TO BID
Bid No. 2022-01
VILLAGE GREEN INTERIOR SIDEWALK RENOVATION

BID OPENING: NOVEMBER 17, 2021 AT 2:00 P.M.

VILLAGE OF KEY BISCAYNE

VILLAGE COUNCIL

Michael W. Davey, Mayor
Edward London, Vice Mayor
Frank Caplan
Luis Lauredo
Allison McCormick
Brett Moss
Ignacio J. Segurola

VILLAGE ATTORNEY

Weiss, Serota, Helfman, Cole & Bierman, P.L.

VILLAGE CLERK

Jocelyn B. Koch, Village Clerk

VILLAGE MANAGER

Steven C. Williamson

PUBLIC NOTICE

ITB Name:	VILLAGE GREEN INTERIOR SIDEWALK RENOVATION
ITB No.:	2022-01
Pre-Bid Conference:	NON-MANDATORY, Tuesday, November 2, 2021, at 11:00 a.m.
Bid Deadline:	Wednesday, November 17, 2021, at 2:00 p.m.

The Village of Key Biscayne ("Village") requests sealed Bids for the repair, milling and resurfacing of existing approximately 8' wide asphalt walkway located on the Village Green, Village of Key Biscayne, FL per the attached plans and specifications.

THIS PROJECT MAY BE FUNDED IN WHOLE OR IN PART WITH AMERICAN RESCUE PLAN ACT FUNDS. ADDITIONAL FEDERAL TERMS AND CONDITIONS APPLY

A non-mandatory pre-bid conference for interested firms will be held at the Village Green on Tuesday, November 2, 2021, at 11:00 a.m. All interested Bidders are encouraged to attend.

Bids must be submitted electronically to the Village by no later than **2:00 p.m. on November 17, 2021,** via the https://keybiscayne.bonfirehub.com/portal (the "Procurement Portal"). Bidders are responsible for ensuring that their Bid is uploaded to the Procurement Portal by the deadline. Any Bid received after the deadline or delivered in any other manner than the Procurement Portal shall not be considered for award.

A certified check or bank draft, payable to the order of the Village of Key Biscayne, or a satisfactory bid bond executed by the bidder and acceptable surety, in an amount equal to five per cent (5%) of the total bid must be submitted with the bid.

Interested businesses may obtain the full ITB and all associated documents through the Procurement Portal. Interested businesses will be asked to register prior to downloading the ITB documents. Registration is free. A tutorial on how to register and submit a Bid can be found here: https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission-. It is strongly encouraged that interested businesses include any commodity codes for the services or products it offers as the Village uses these codes to send notice of relevant solicitation opportunities. Any questions related to registration may be directed to procurement@keybiscayne.fl.gov.

Any and all questions or requests for information or clarification pertaining to this ITB must be made in writing via email to procurement@keybiscayne.fl.gov by no later than **4:30 p.m. on Wednesday, November 4, 2021**.

Dated: 10/28/2021

Published: 10/28/2021

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SECTION 1. INFORMATION FOR THE BIDDERS

1.1 INTRODUCTION/BACKGROUND

The Village hereby requests sealed Bids for all labor, materials, equipment, services, and all incidentals necessary for the repair, milling and resurfacing of existing 8' wide asphalt walkway located on the Village Green in the Village of Key Biscayne, FL per the attached plans and specifications. Alternate pricing is requested to widen the existing walkway by 2'. The information used in this Invitation to Bid ("ITB") will be used by the Village to make its determination.

1.2 VILLAGE RIGHTS

Bids shall be awarded to the lowest responsive and responsible Bidder. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Bidder, including officers, principals, senior management and supervisors.

Bids will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all Bids, reject a Bid which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one Bidder. Bids received after the deadline provided in this ITB will not be considered.

The Village also reserves the right to waive minor variations or irregularities in the Bids.

1.3 ADDENDA

If the Village finds it necessary to add to, or amend this ITB prior to the Bid submittal deadline, the Village will issue written addenda/addendum. Each Bidder must acknowledge receipt of each addendum by signing Form AA, Addendum Acknowledgement, and providing it with its Bid.

1.4 CERTIFICATION

By signing the Bid Form, the Bidder declares that the signer and parties identified in the Bid are interested in and available for performing the Work; that the Bid is made without collusion with any other person(s), firm(s) and parties; that the Bid is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Bid has full authority to bind the person(s), firm(s) and parties identified in the Bid.

1.5 REQUESTS FOR INFORMATION

Bidders may request additional information, clarification, or modifications in the form of a Request for Information ("RFI"). Bidders seeking such information must email their RFIs to procurement@keybiscayne.fl.gov . The request must include the Bidder's name, the ITB number, and ITB title. Any RFI must be submitted prior to the deadline for questions indicated in the schedule of events in Section 3.4 to receive a response. Late or mis-delivered requests may not receive a Village response.

The Village will issue responses to RFIs, and any other corrections or amendments it deems necessary, in the form of a written addendum. The Village, at its sole discretion, may not issue a response to an RFI. Bidders should not rely on any representations made outside of these written addenda. Where a conflict appears between the ITB and any issued addenda, the last addendum issued will prevail.

Addenda will be made available on the Procurement Portal and it is the Bidder's sole responsibility to ensure receipt of all addenda prior to submitting a response.

1.6 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with Bids shall become property of the Village and shall be deemed to be public records subject to public inspection.

1.7 RETENTION OF BIDS

The Village reserves the right to retain all Bids submitted and use any ideas contained in any Bid, regardless of whether that Bidder is selected.

1.8 LOBBYIST REGISTRATION

Bidders must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305) 365-5506 for additional information.

1.9 BID /PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Bidder in responding to this ITB, nor subsequent inquiries or presentations relating to its Bid.

1.10 PERMITS, TAXES, LICENSES

The Bidder shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

1.11 LAWS, ORDINANCES

The Bidder shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

1.12 TERMS OF ENGAGEMENT

The Bidder, by submission of its Bid, agrees to the terms and conditions contained in the contract attached hereto as Attachment "A," ("Contract") and further agrees to execute the Contract without change. Notwithstanding, the Village, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions.

Bids that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.

END OF SECTION

SECTION 2. SERVICES NEEDED BY THE VILLAGE

2.1 SCOPE OF SERVICES

Work includes the repair, milling and resurfacing of existing 8' wide asphalt walkway located on the Village Green in the Village of Key Biscayne, FL. Alternate pricing is requested to widen the existing walkway by 2'. Please see the attached plans for more information.

Work shall be completed in two (2) phases, with Phase One as the Village Green North section shown on page 2 of the attached plans and Phase Two as the Village Green South section shown on page 3 of the plans.

No night/weekend work shall be permitted unless authorized by the Village Manager.

All construction activities shall be concluded and all equipment removed from the park no later than 4:00 p.m. daily. The Village will provide up to two (2) parking spaces for staging of Contractor equipment.

The Vendor shall provide all necessary labor, materials, and equipment to perform the Work.

END OF SECTION

SECTION 3. BID SUBMISSION REQUIREMENTS AND AWARD

3.1 GENERAL BID INSTRUCTIONS

Bids must be submitted electronically to the Village via the Procurement Portal by no later than the Proposals Due date and time listed in Section 3.4. Any Bid received after the deadline or delivered in any other manner than the Procurement Portal shall not be considered for award. Bidders are responsible for ensuring that their Bid is uploaded to the Procurement Portal by the deadline.

3.2 DEFINITIONS

a) **Days**: Days shall mean calendar days.
b) **Responsible Bidder**: In order to be considered a "responsible" bidder, the Bidder must have adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract.
c) **Responsive Bidder**: Any person, firm, or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.
d) **Work**: The services required by the Contract Documents, including labor and materials.

3.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible for award, Bidders must demonstrate the following in their Bid:

1. Bidder must be appropriately licensed and in good standing with the Florida Department of Professional Regulation
2. Bidder must have five (5) years of continuous operation under the same name performing the same Work;
3. Bidder's project team must have prior experience within the past ten (10) years in the same field as the Work;
4. Bidder's principal-in-charge must have a minimum of five (5) years of experience within the same field as the Work; and
5. Bidder's project manager must have a minimum of five (5) years of experience in the same field as the Work with prior project management experience, and must be capable of speaking and making decisions on behalf of the Bidder.

Each Bidder shall meet all legal, technical, and professional requirements for providing the requested Services.

The Bidders shall furnish such additional information as the Village may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The Village reserves the right to make investigations of the Bidders' qualifications or any of its agents, as it deems appropriate.

3.4 SCHEDULE OF EVENTS

The following schedule shall govern this ITB. The Village reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date
1	Advertisement/ Distribution of ITB	10/28/2021
2	Non-Mandatory Pre-Bid Meeting	11/2/2021 at 11:00 a.m.
3	Closing Date for Bidder Questions	11/4/2021 at 4:30 p.m.
4	Answers to Submitted Questions	11/5/2021 by 4:30 p.m.
5	Bids Due	11/17/2021 by 2:00 p.m.
7	Manager's Intent to Award	11/19/2021
8	Award at Council Meeting	12/7/2021

3.5 BID FORMS

The Bidder shall submit an original Bid on the bid forms attached to this ITB. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall include:

a) Agreement/Contract;
b) Bid Forms as specified in Section 4;
c) Certificate or Evidence of Insurance; and
d) Bid Guarantee;

3.6 SIGNATURE ON BID

The Bidder shall sign the Bid as follows: If the Bid is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The Bid shall bear the seal of the corporation attested by the secretary. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.

3.7 QUALIFICATION OF BIDDERS

Bidder must complete and submit the Qualifications Questionnaire in the Procurement Portal. In addition to any Questionnaires, Proposer must provide the following information:

a) Proposer must include a list of all public/private clients for the past three (3) years prior to the issuance of this RFP.
b) Include any relevant business licenses, including occupation, and Florida registration (Company certifications, not personal) and a copy of State Corporate or other proof from the State of Florida that Proposer is authorized to do business in this State.
c) In a document not to exceed one (1) page, describe available facilities, technological capabilities and other available resources that Proposer can offer that would benefit the services performed under this contract.
d) In a document not to exceed one (1) page, include a list of equipment owned by the Proposer that will be used under this contract. Include the general condition and age of each item.

3.8 AWARD OF CONTRACT

The Award of the Contract will be to the lowest Responsive and Responsible Bidder(s), whose qualifications indicate the Award will be in the best interest of the Village and whose Bid(s) complies with

the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Village Manager is satisfied that the Bidder is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes. In evaluating responsibility, the Village may also consider previous contracts with the Village, past performance and experience with other contracts, compatibility of the project team with Village personnel, and any other criteria deemed relevant by the Village.

If the successful Bidder to whom a Contract is awarded forfeits the Award by failing to meet the conditions of award, the Village may award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the Work.

3.9 TIE BIDS

In the event of a tie, the Contract will be awarded to the Contractor with most Capital based on a Financial Statement.

3.10 EXECUTION OF CONTRACT

The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the Agreement, deliver to the Village a fully executed Agreement and all requested certificates of insurance and bonds.

3.11 TIME AND AWARD

The Bidder agrees to abide by the overall and unit prices quoted in the Bid for up to ninety (90) days from the date of bid opening to allow for the Village review, award, and execute the Agreement.

3.12 BID MODIFICATIONS

No modifications shall be submitted by Bidder or accepted by the Village.

3.13 WITHDRAWAL OF A BID

A Bidder may withdraw its Bid at any date and time prior to the time the Bids are scheduled to be opened. Notice of withdrawal should be made in writing to the Village Clerk's Office, Jennifer Medina, CMC, at 88 West McIntyre Street., Suite 220, Key Biscayne, Florida 33149 with a copy to Procurement.

3.14 OPENING OF BIDS

Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any Village Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

3.15 FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.

3.16 ALLOWANCES

Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Village may deem necessary if ordered and authorized by the Village in accordance with the Contract Documents.

3.17 INSURANCE

Bidder shall secure and maintain throughout the duration of the agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Bidder's insurance and shall not contribute to the Bidder's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Bidder's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Bidder shall provide a waiver of subrogation for the benefit of the Village. The Bidder shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

a) Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Bidder. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.
b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Bidder shall be allowed to provide Services pursuant to this ITB who is not covered by Worker's Compensation insurance.
c) Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

3.18 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the Village, 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 or real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

3.19 EXAMINATION OF BIDDER'S FACILITIES

The Village, as part of its evaluation may perform an examination of the Bidder's facilities. The Village Manager or designee, as part of the evaluation, may perform this examination.

The term facilities as used in this solicitation shall include, but shall not be limited to, all properties operated by the Bidder, all equipment used in the performance of business by the Bidder, and/or any other evidence, tangible or intangible, that the Village may deem necessary to substantiate the technical and other qualifications, and the abilities of the Bidder to perform the Work.

The examination shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles shall be examined for compliance with State of Florida Statutes, as well as applicable County and Village Ordinances. Additionally, examination may include verification of some of the (physical) minimum requirements for Bidders. Additionally, the Village reserves the right to perform such examinations on the successful Bidder as often as it deems necessary, to ensure proper performance of the proposed Contract.

3.20 BID GUARANTY

A certified or cashier's check drawn on a national or state bank, or bid bond, in the amount of **five percent (5%)** of the total bid, shall accompany each bid as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to: The Village of Key Biscayne.

3.21 RETURN OF THE BID GUARANTY

All Bid Guarantees of unsuccessful Bidders will be returned after the Contract is awarded and executed, if requested by unsuccessful bidder.

3.22 FORFEITURE OF BID GUARANTY FOR FAILURE TO EXECUTE CONTRACT

The failure of the successful Bidder(s) to execute an Agreement and submit required insurance certificates and bonds will result in forfeit of the Award. Each Bidder agrees in advance that the Village will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder will be retained by the Village, not as forfeiture or a penalty, but as liquidated damages.

3.23 BONDS

The awarded Contractor will be required to submit performance and payments bonds in the full amount of the contract prior to issuance of a Notice to Proceed.

END OF SECTION

SECTION 4. FORMS AND ATTACHMENTS

4.1 ATTACHMENTS

The following exhibits are attached and incorporated into this solicitation:

- Attachment A: Draft Contract
- Attachment B: Plans
- Attachment C: Supplementary Provisions –Federal Funding

4.2 FORMS

The following forms and affidavits are attached to this solicitation for completion and submission with the Bidder's Bid:

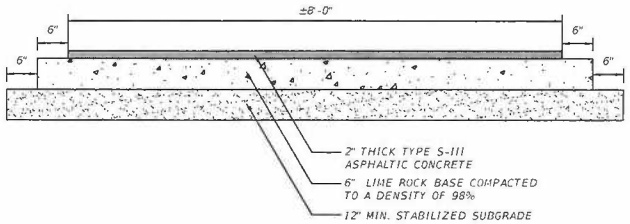
- Form AA: Addendum Acknowledgment
- Form COA: Certificate of Authority
- Form CD: Company Declaration
- Form SEA: Single Execution Affidavit
- Payment/Performance Bond

GENERAL NOTES

1. ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNER / DEVELOPER SITE WORK SPECIFICATIONS.
2. CONTRACTOR TO COORDINATE ALL WORK WITH VILLAGE OF KEY BISCAYNE PUBLIC WORKS AND PARKS, RECREATION, AND OPEN SPACES DEPARTMENTS.
3. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES, & UTILITIES WHICH MAY OR MAY NOT BE SHOWN ON THE PLANS.
4. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
4. THE LOCATION & SIZE OF ALL EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND BASED ON THE AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND / OR BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION.
5. THE CONTRACTOR SHALL TAKE ADEQUATE MEASURES TO ENSURE SAFETY WHEN WORKING WITHIN THE VICINITY OF OVERHEAD ELECTRICAL, TELEPHONE & OTHERLINES. PROPER COORDINATION WITH JURISDICTIONAL AUTHORITIES SHALL BE UNDERTAKEN AS APPLICABLE.
6. THE CONTRACTOR SHALL NOT LEAVE EXCAVATED TRENCHES OPEN, UNCOVERED OR EXPOSED AT THE END OF THE WORKING DAY, WEEKENDS, HOLIDAYS OR OTHER TIMES WHEN CONSTRUCTION IS STOPPED.
7. SAFETY NOTICE TO THE CONTRACTOR:

   IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE VILLAGE STAFF OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
8. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHILE WORKING IN AREAS NEAR EXISTING STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL REPAIR OR PAY FOR ANY DAMAGES MADE TO EXISTING STRUCTURES AND UTILITIES. (INCLUDING IRRIGATION LINES, ELECTRIC LINES, WATER AND SEWER ETC.)
9. ALL DISTURBED AREAS SHALL BE DRESSED, GRADED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
10. THE CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY TO COMPLETE THE CONSTRUCTION AND ALL WORK SHALL BE DONE IN ACCORDANCE WITH PERMIT CONDITIONS.
11. ANY UNSUITABLE MATERIAL ENCOUNTERED SHALL BE REMOVED FROM THE SITE. EXCESS SUITABLE FILL MATERIAL SHALL BE STOCKPILED ON-SITE AT A LOCATION TO BE DETERMINED BY THE VILLAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE MATERIAL AND REPLACEMENT WITH STRUCTURAL FILL OR SUITABLE BACKFILL MATERIAL.
12. THE CONTRACTOR IS RESPONSIBLE FOR EDGING OF GRASS NEAR PAVEMENT WHERE NEEDED PRIOR TO ANY WORK.
13. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ASPHALT AND CONCRETE PAVEMENT TO THE ENGINEER FOR REVIEW.
14. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL 811 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION / DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES.
15. CONTRACTOR SHALL ADHERE TO THE VILLAGE OF KEYBISCAYNE'S NOISE ORDINANCE, CHAPTER 17 WHICH PROHIBITS EXCAVATION & CONSTRUCTION OUTSIDE OF THE FOLLOWING PERMITTED HOURS:

    7:00 A.M. TO 6:30 P.M. ON MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND FRIDAY.



FULL DEPTH PAVEMENT REPAIR DETAIL
N.T.S.

REVISIONS				VILLAGE OF KEY BISCAYNE DEPARTMENT OF PUBLIC WORKS			GENERAL NOTES AND DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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Jake Ozyman 2/19/2021 10:45:21 AM N:\PUBLIC WORKS\Projects\Village Green Pathway\03 Plans\Pavement Rehab.dwg



LEGEND

FULL DEPTH PAVEMENT REPAIR

1" MILL AND RESURFACING WITH TYPE S-III ASPHALTIC CONCRETE

Sunshine811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)

HORIZ. 1 inch = 100 ft.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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VILLAGE OF KEY BISCAYNE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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PLAN

SHEET NO.

2 OF 3

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LEGEND

FULL DEPTH PAVEMENT REPAIR

1" MILL AND RESURFACING WITH TYPE S-III ASPHALTIC CONCRETE

Sunshine811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)

HORIZ. 1 inch = 100 ft.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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VILLAGE OF KEY BISCAYNE
DEPARTMENT OF PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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PLAN

SHEET NO.
3 OF 3

Jake Ozyman 10/27/2021 4:51:41 PM C:\Users\jozyman\Village of Key Biscayne\Team Public Works - General\Projects\Village Green Pathway\03 Plans\Pavement Rehab.dwg

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Luis Lauredo
Edward London
Allison McCormick
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: January 18, 2021

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Permit & Fire Fee Schedule

RECOMMENDATION

I recommend that the Village Council approve the attached resolution for the updated fee schedule incorporating recommended permit fees to become effective March 1, 2022.

BACKGROUND

Prior to In 2017, the building fee schedule required a fee of $0.70 per sq. ft. for new construction including additions, and $0.07 per $1.00 estimated value of construction (7%) for the alterations and repairs. With this fee schedule in effect, the Building Division had $2,259,562 in reserves as of September 30, 2016.

On February 21, 2017, a motion was made and voted to change the 7% of construction value to $0.70 per square foot with a minimum fee of $100; maximum of 1% of total cost of work, and $10,000 cap for any project. The council also approved to retain a consultant to perform an independent study to evaluate the fee schedule. FY 17 ended with $1,159,189 in reserves, depleting $1,100,373 due to lowered fees.

The Village of Key Biscayne retained JRD & Associates, Inc. (JRD) to conduct a permit fee analysis to examine and assess permit fees, and to evaluate the actual cost of the services provided by the Building, Zoning, and Planning (BZP) Department. The permit fee schedule recommended by JRD was adopted on April 10, 2018, and is currently in. The remainder of the reserves continued to be depleted in the following fiscal years and FY 2020 ended with negative -563,889 in reserves (Figure 1, Expenditure/Revenue Histogram). In FY 2021, the department has seen a 30% increase in permit activity as compared to FY 2019, and 58% increase in the average construction value per permit (Figure 2 – FY2019/FY2021 Comparison). Increase in the average construction value per permit is due to correct application of fee schedule, holding contractors responsible and truthful on actual value of construction, and increased construction cost.

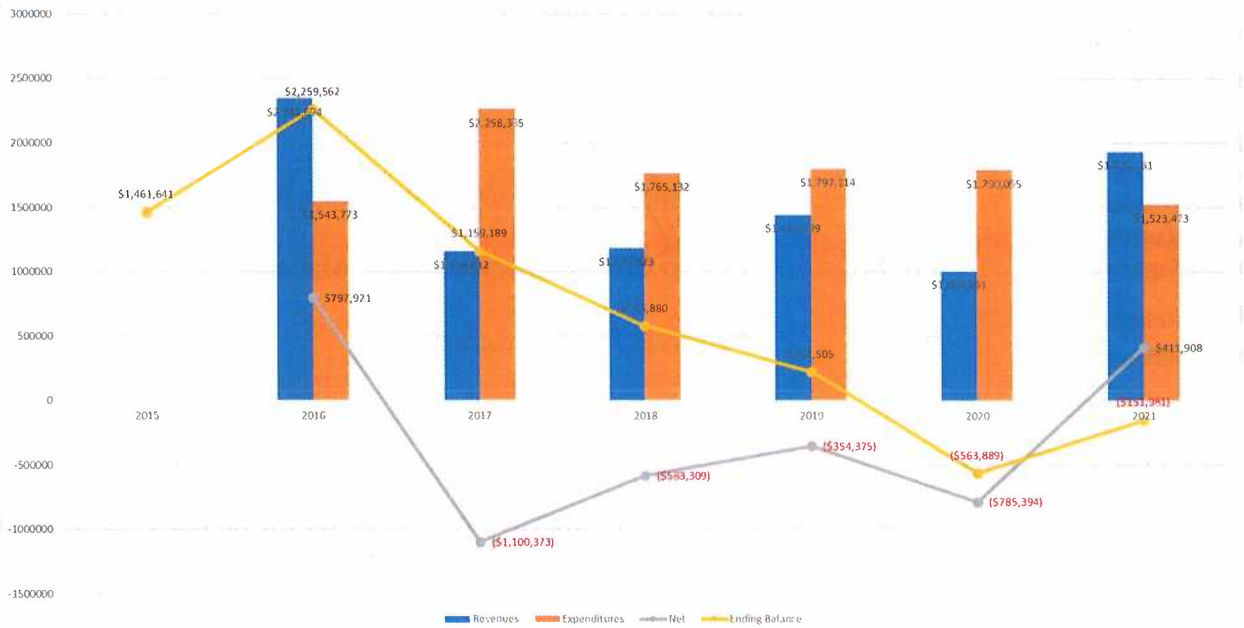


Figure 1 – Expenditure/Revenue Histogram

FY 2019				
	Permit Quantity	Square Footage	Valuation	Fees
Single Family & Duplex	341	107,969	$20,259,861	$466,895
Multifamily & Commercial	605	273,785	$29,799,698	$660,041
Total	946	381,754	$50,059,559	$1,126,936

FY 2021				
	Permit Quantity	Square Footage	Valuation	Fees
Single Family & Duplex	475	416,975	$44,535,553	$668,455
Multifamily & Commercial	758	1,249,141	$54,076,586	$1,113,780
Total	1,233	1,666,116	$98,612,139	$1,782,235

Figure 2 – FY2019/FY2021 Comparison

Recommendation 1:

The increased activity in the industry seems to continue, however the department can not predict if this activity is sustainable in the upcoming years. In order to avoid periodic jumps in the fees due to rapid changes in the industry, it is recommended that the Village establish that the permit and inspection fees are indexed to the Consumer Price Index (CPI) for inflation (Figure 3: CPI FY2019-2022). Cumulative CPI for the fiscal year 2019 through 2022 is calculated to be 10%.

Fiscal Year	CPI	Cumulative CPI
2019	3.50%	3.50%
2020	2.20%	5.77%
2021	0.00%	5.77%
2022	4.00%	10.00%

Figure 3: CPI FY2019-2022

It is recommended that all building, zoning, planning, and public works permit fees to be increased 10% as shown above (***Exhibit "A", Fee Schedule Revision 1, Effective Date March 01, 2022***).

Recommendation 2:

Increase minimum permit fee for a single trade to $150.00 from $100.00. Any additional trades for the same permit to be continued to charged at $100.00.

Recommendation 3:

It is recommended to eliminate the $18.00 technology fee, since the cost of technology is built into the department budget.

It is estimated that FY2022 revenue will be approximately $2,186,981 once the above referenced recommendations are implemented. Indirect expense is calculated using the JRD recommendation. Projected revenue is about 1.6% greater than the projected total expenditures.

OPERATING EXPENSES	FY22 ADOPTED BUDGET
DISCRETIONARY AND NON-DISCRETIONARY	**$1,756,006**
INDIRECT EXPENSE	
ADMINISTRATION (MANAGER, FINANCE, HR, IT) (12.7%)	$360,989
VILLAGE ATTORNEY	$26,000
VILLAGE CLERK (2%)	$8,306
SUBTOTAL	$395,296
GRAND TOTAL	$2,151,302
PROEJCTED REVENUE	**$2,186,891**
NET	**$35,589**

BACKGROUND ON FIRE FEES

In 2010, the Fire fees were $50.00 per inspection and $75 for any reinspection. The fee was for any type of permit: construction, addition, modification or renovations permit.

In February 2017, the Fire fees were changed at the time the Building Department adopted new fees. These fees were broken down into broader categories based on the current types of permits issued. The Village retained a consultant to perform an independent study to evaluate the fee schedule.

JRD & Associates, Inc. (JRD) conducted a permit fee analysis to examine and assess permit fees, and to evaluate the actual cost of the services provided by the Fire Fire Marshal's Office in conducting fire permit and inspections services. The permit fee schedule recommended by JRD was adopted on April 10, 2018 and is currently in effect. There are currently no fire fees reserves and the revenue generated in fire permit fees do not cover the cost of expenditures. This was also identified in the JRD report.

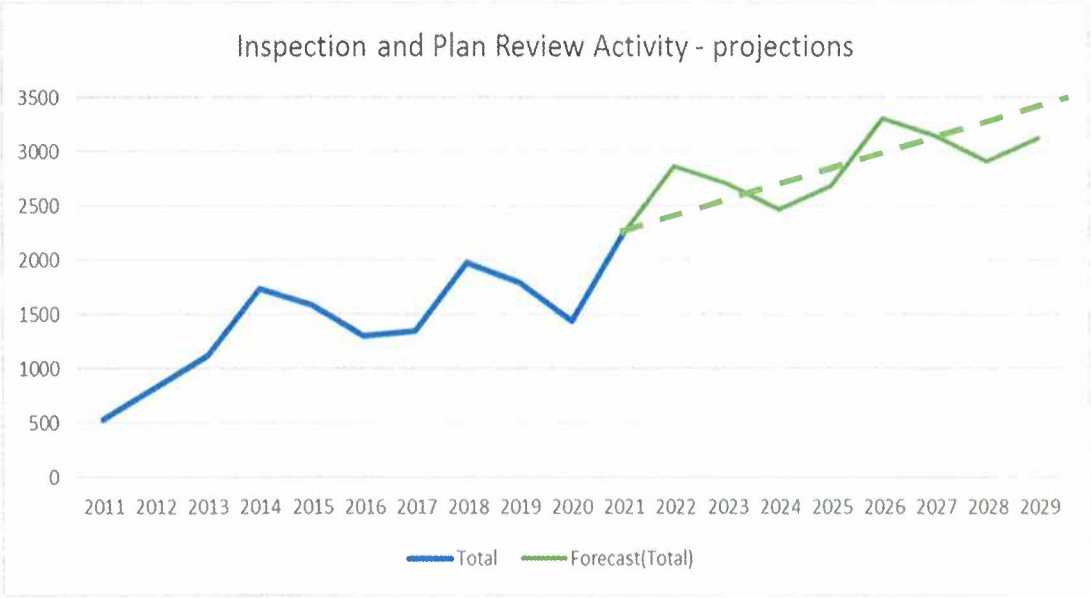


Figure 1 – Permits Activity Forcast from 2011 through 2029 as of December 2021.

FY Year	Permits/Inspections	Revenue
2017	1345	$75,275.00
2018	1976	$107,550.00
2019	1795	$76,325.00
2020	1438	$65,200.00
2021	2243	$103,155.00

Figure 2 – FY2017/FY2021 Comparison

Fire Permit Fees Recommendation:

It is recommended to align the Fire Permit Fees to the workload costs based on demand and time required for each permit. The fees will be implemented gradually over 3 year period, effective March 2022. The fees will be reviewed annually and adjusted for Consumer Price Index (CPI) for inflation to mirror the Building Department's increases as indicated in Figure 3.

It is recommended that all fire fees be modified as outlined in the Building Zoning and Planning Fire Permit Fee Schedule (***Exhibit "A", Fee Schedule Revision 1, Effective Date March 01, 2022***).

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING THE NEW BUILDING, ZONING, AND PLANNING FEE SCHEDULE; REPEALING THE BUILDING, ZONING, AND PLANNING FEE SCHEDULE APPROVED BY RESOLUTION NO. 2018-13; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") adopted its existing Building, Zoning, and Planning Fee Schedule via Resolution No. 2018-13; and

WHEREAS, the Village Council desires to revise the Fee Schedule as reflected in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, in accordance with Section 6-3 of the Village Code of Ordinances, the Village Council held a public hearing on January 18, 2022, prior to adopting this Resolution; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **New Fee Schedule Adopted.** That the Fee Schedule attached hereto as Exhibit "A" is adopted.

Section 3. **Repeal.** That Resolution No. 2018-13, which established the prior Fee Schedule, is hereby repealed, except that the fees provided by Resolution No. 2018-13 shall continue to apply to all unpaid fees for services provided pursuant to Resolution No. 2018-13.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption. However, the modified fee schedule adopted shall become effective on March 1, 2022.

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY, MAYOR

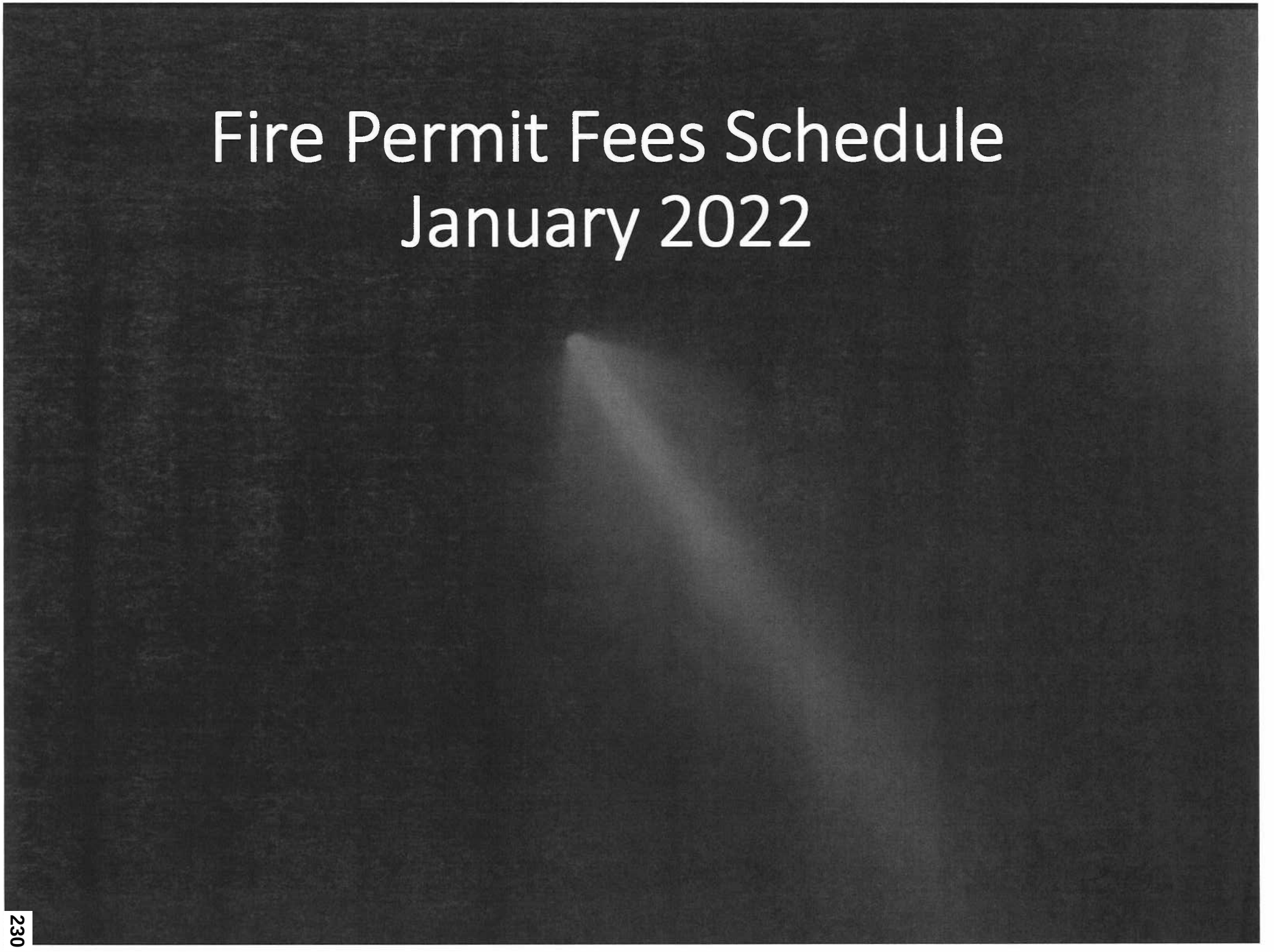
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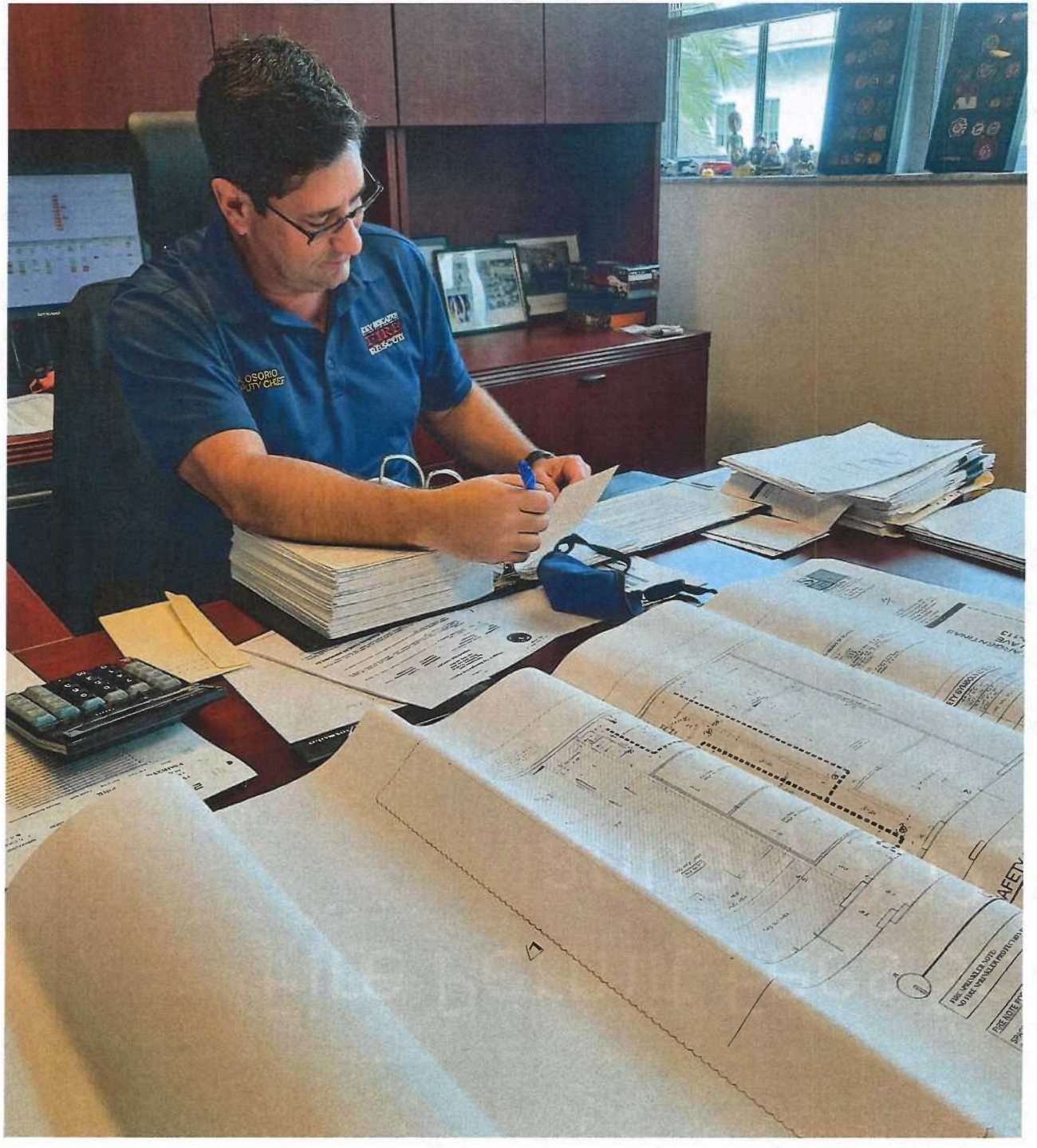
_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Fire Permit Fees Schedule
January 2022





Proposed Increase for Fire Permit Fees

- Fire Fees are charged when an owner pulls a permit that requires fire inspections or a fire plan review.
- Fees currently do not cover all related expenses.
- Current fire permit fees only cover 1/3 of related personnel and indirect costs.
- The permitted fire activities only cover permit related costs not routine fire prevention activities.

WHAT IS FIRE PERMIT FEE?

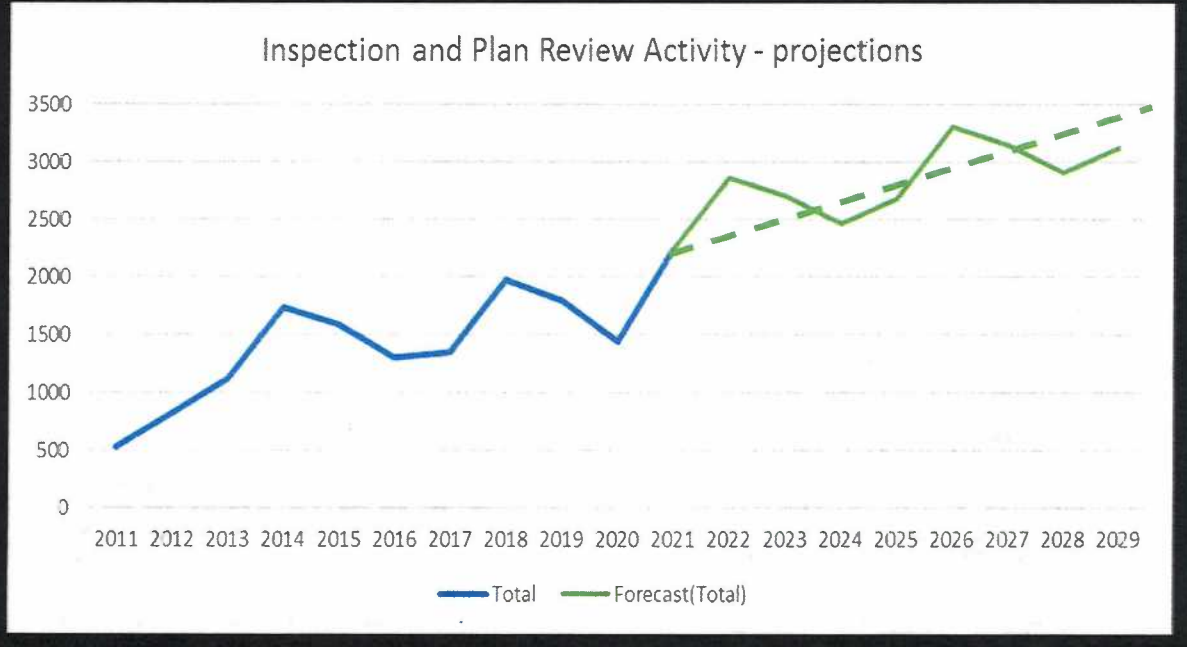
- Fees reflect the costs of the work performed by the authority having jurisdiction (AHJ) to enforce the Florida Fire Prevention Code (FFPC).
- The code is adopted by F.S. 69A
- Fees relieve residents of the burden of paying for discretionary services they do not use while charging the individuals who do use the services.





Revenue and Projections

FY Year	Permits/Inspections	Revenue
2017	1345	$75,275
2018	1976	$107,550
2019	1795	$76,325
2020	1438	$65,200
2021	2243	$103,155







Projected Workload in 2022

- 2022 demand is based on 3,300 hours of work.
- Requires 1.77 people
- If fees don't increase, permit driven workload will continue to be funded by ad valorem taxes.

Multi Family Unit or Commercial Tenant Renovation

Assignable Hours and Costs

Fire Prevention	Intake	Review	Inspection	Scan & Document	Total	Cost
Plan Review	0.10	0.75	0.00	0.20	1.05	$106.56
Inspection	0.10	0.00	1.00	0.20	1.30	$131.94

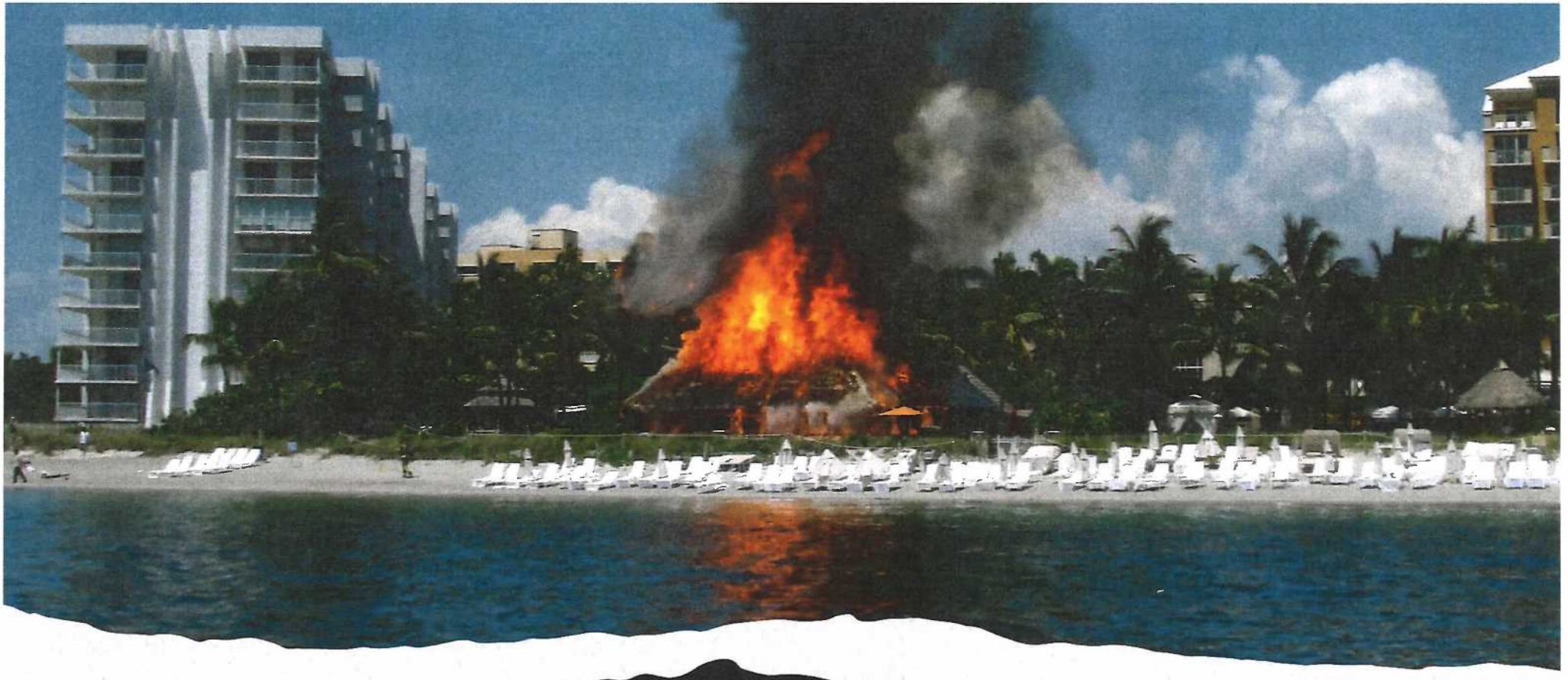
Current Fee	3-year increase (22/23/24)	2022 Fee	2023 Fee	2024 Fee
$75.00	$11.67	$86.67	$98.33	$ 110.00
$0.00	$46.67	$46.67	$ 93.33	$ 140.00

*Average hourly rate of individuals performing work is $101.49

3 Year Full Fee Implementation

Fire Prevention	Current Fee	3-year increase (22/23/24)	2022 Fee	2023 Fee	2024 Fee
NEW BUILDING OR ADDITIONS, ALTERATIONS, AND REPAIRS TO BUILDINGS AND OTHER STRUCTURES - Plan Review	$250.00	-$20.00	$230.00	$210.00	$190.00
NEW BUILDING OR ADDITIONS, ALTERATIONS, AND REPAIRS TO BUILDINGS AND OTHER STRUCTURES - Inspection	$0.00	$46.67	$46.67	$93.33	$140.00
MULTI-FAMILY UNIT OR COMMERCIAL TENANT RENOVATION - Plan Review	$75.00	$11.67	$86.67	$98.33	$110.00
MULTI-FAMILY UNIT OR COMMERCIAL TENANT RENOVATION - Inspection	$0.00	$46.67	$46.67	$93.33	$140.00
REPAIRS, RENOVATION, MODIFICATIONS, RECONSTRUCTION AND ALTERATION TO BUILDINGS AND OTHER STRUCTURES AND TO ESTABLISH USE - Plan Review	$250.00	-$36.67	$213.33	$176.67	$140.00
REPAIRS, RENOVATION, MODIFICATIONS, RECONSTRUCTION AND ALTERATION TO BUILDINGS AND OTHER STRUCTURES AND TO ESTABLISH USE - Inspection	$250.00	-$36.67	$213.33	$176.67	$140.00
LIFE SAFETY INSPECTION FOR CERTIFICATE OF TEMPORARY OCCUPANCY OR CERTIFICATE OF OCCUPANCY:	$75.00	$5.00	$80.00	$85.00	$90.00
RE-INSPECTIONS	$75.00	$21.67	$96.67	$118.33	$140.00

FIRE ALARM PLAN REVIEW, ACCEPTANCE TEST AND INSPECTION/RECERTIFICATION - LESS THAN 10 DEVICES - Plan Review	$100.00	$13.33	$113.33	$126.67	$140.00
FIRE ALARM PLAN REVIEW, ACCEPTANCE TEST AND INSPECTION/RECERTIFICATION - LESS THAN 10 DEVICES -Inspection	$100.00	$30.00	$130.00	$160.00	$190.00
FIRE ALARM PLAN REVIEW, ACCEPTANCE TEST AND INSPECTION/RECERTIFICATION - GREATER THAN 10 DEVICES - Plan Review	$250.00	0.00	$240.00	$240.00	$240.00
FIRE ALARM PLAN REVIEW, ACCEPTANCE TEST AND INSPECTION/RECERTIFICATION - GREATER THAN 10 DEVICES - Inspection	$250.00	0.00	$240.00	$240.00	$240.00
FIRE SUPPRESSION SYSTEM PLAN REVIEW - LESS THAN 20 HEADS - Plan Review	$100.00	0.00	$110.00	$110.00	$110.00
FIRE SUPPRESSION SYSTEM PLAN REVIEW - LESS THAN 20 HEADS - Inspection	$100.00	$13.33	$113.33	$126.67	$140.00
FIRE SUPPRESSION SYSTEM PLAN REVIEW - GREATER THAN 20 HEADS - Plan Review	$249.00	-$36.33	$212.67	$176.33	$140.00
FIRE SUPPRESSION SYSTEM PLAN REVIEW - GREATER THAN 20 HEADS - Inspection	$250.00	0.00	$240.00	$240.00	$240.00
FIRE SAFETY SYSTEMS - PER ITEM - Plan Review	$300.00	-$53.33	$246.67	$193.33	$140.00
FIRE SAFETY SYSTEMS - PER ITEM - Inspection	$300.00	-$20.00	$280.00	$260.00	$240.00
SPECIAL REQUEST INSPECTIONS	$300.00	$46.67	$346.67	$393.33	$440.00
FIRE WATCH FOR SPECIAL EVENTS FIREWORKS, PYROTECHNIC DISPLAYS AND FLAME EFFECTS - PER HOUR - Plan Review	$65.00	$41.67	$106.67	$148.33	$190.00
FIRE WATCH FOR SPECIAL EVENTS FIREWORKS, PYROTECHNIC DISPLAYS AND FLAME EFFECTS - PER HOUR - Inspection	$66.00	$191.33	$257.33	$448.67	$640.00
APPEALS TO SPECIAL MAGISTRATES, OR THE FIRE PREVENTION AND SAFETY APPEALS BOARD - PER HOUR	$100.00	0.00	$510.00	$510.00	$510.00
FIRE ALARM REGISTRATION	$20.00	0.00	$40.00	$40.00	$40.00
TECHNICAL PROFESSIONAL SERVICES	$200.00	$0.00	$200.00	$200.00	$200.00



Recommendation

- Align Fire Permit Fees to workload costs
- Implement changes gradually over 3 years
- Review fees annually and adjust for CPI
- Integrate Fire Permit Fees with Building Fee System

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VILLAGE OF KEY BISCAYNE

BUILDING, ZONING AND PLANNING ~~AND FIRE PERMIT~~

FEE SCHEDULE

Effective: ~~April 23, 2018~~~~January~~March ~~1~~8, 2022

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BUILDING FEES

The following permit fees, charges and expenses shall be exacted by the Village of Key Biscayne upon application for permits to construct, erect, alter, repair, enlarge, move, or demolish any building or structure; or to erect, install, enlarge, alter, repair, remove, correct, or replace any electrical, gas, mechanical or plumbing system or site work and excavation that require permitting, review, and inspection by the appropriate Village Division.

Any misrepresentation in scope of work or cost of improvements may cause the revocation of the permit and/or penalties and fines to be assessed.

APPLICATION FEES

PROCESSING FEE: $33.00~~$30.00~~

A processing fee is applicable to all permit applications, shop drawings and revisions, unless otherwise noted. The processing fee is collected at the time of application submittal. The fee is non-refundable and it is not applied towards the base permit fee. The processing fee is charged in addition to the permit fee.

SUBMITTAL FEE: **50% of Base Permit Fee**

A submittal fee is charged to all applications for additions, alterations, and new construction at 50% of the base permit fee and shall be paid at the time of permit application submittal. The submittal fee is non-refundable, but will be credited towards the base permit fee upon issuance of the permit.

EXPEDITED PLAN REVIEW PROCESSING FEE: $110.00~~$100.00~~

Upon written request, and contingent upon availability of plan reviewers, expedited plan review is possible. So that this program does not impact other projects, expedited plan review may be performed outside normal work hours at the Expedited Plan Review rate as provided herein. An expedited plan review processing fee is charged in addition to the regular processing fee for such requests. This fee is non-refundable and is not applied towards permit or plan review fees.

DRY-RUN/COURTESY REVIEW PROCESSING FEE: $330.00~~$300.00~~

A dry-run or courtesy review processing fee is charged when requesting a preliminary review prior to official permit submittal. In addition to this fee, Plan Review time per discipline is charged as provided herein. A dry-run or courtesy review does not convert to an official permit process or become a permit. The fee is not refundable nor applied towards the official permit fee.

EARLY START AUTHORIZATION:

Upon written request, the Building Official may issue written authorization to commence preliminary and exploratory work prior to permit issuance, as per Section 105.12 of the Florida Building Code.

Job Value ≤$25,000:	$275.00~~$250.00~~
Job Value > $25,000 and ≤ $100,000	$550.00~~$500.00~~
Job Value > $100,000	$825.00~~$750.00~~

PLAN REVIEW FEES

PLAN REVIEW FEE (MASTER PERMIT): $27.50~~$25.00~~ **per quarter hour**

Plan review fees after the second review per discipline will be charged based on additional time spent re-reviewing submittal.

PLAN REVIEW FEE (REVISIONS AND SHOP DRAWINGS): $27.50~~$25.00~~ **per quarter hour**

All plan reviews for revisions and shop drawings will be charged based on the time spent reviewing submittal. Revisions increasing the floor area or value of the project will be assessed additional base permit fees as established herein.

EXPEDITED PLAN REVIEW FEE: $44.00~~$40.00~~ **per quarter hour**

All plan reviews performed outside normal hours will be charged based on the time spent reviewing submittal.

DRY-RUN (COURTESY REVIEW) PLAN REVIEW FEE: $27.50~~$25.00~~ **per quarter hour**

All dry-run or courtesy reviews will be charged based on the time spent reviewing submittal.

BUILDING BASE PERMIT FEES

BASE PERMIT FEE:

The base permit fee is the primary permit fee and shall include the fees for sub-permits (i.e. electrical, plumbing, HVAC/Mechanical, roofing and building) The Master Building permit fee is calculated by square footage of conditioned space. Each sub-permit is calculated by a percentage of the cost of work, as per Section 109.3 of the Florida Building Code. ~~provided that all subcontractor qualifier applications are submitted with the prime contractor's application and plans include the details of all subcontractor work included in said sub-permits. Failure to include the required information at the time of application may require that a separate permit be issued with appropriate fees being charged to the applicant.~~ The base permit fee covers the first plan review and one follow-up review, one of each required inspection, and one follow-up of the same type of inspection. Additional plan reviews and inspections will be separately charged as described herein.

Valuation for permitted work shall be established in accordance with the Marshall and Swift, RS Means, ICC Building Valuation Data, or other nationally recognized sources of construction valuation in their latest editions or copy of a detailed estimate, ~~executed~~

~~contract~~, whichever is higher. The Building Official may require a copy of the detailed estimate ~~signed executed contract~~ at the time a building permit application is submitted to assess the valuation indicated on the application.

The Village Manager or their designee shall have the discretion to adjust permit fees for those projects that do not fit the fee scales established in order to avoid an inequitable fee.

All Residential and Commercial New Construction, and Renovations based on area:
$1.43~~$1.30~~ **per total sq. ft. of floor area**

Minimum Permit Fee:	**$100.00 per applicable discipline**
Minimum Permit Fee for just one trade	**$150.00 for the discipline**
Maximum Permit Fee:	**Not Applicable**

All Other Permit Types, and Renovations not based on area: 2.53%~~2.30%~~ **Value of Construction**

Minimum Permit Fee:	**$100.00 per applicable discipline**
Minimum Permit Fee for just one trade	**$150.00 for the discipline**
Maximum Permit Fee:	$27,5000~~$25,000.00~~

WORK WITHOUT PERMIT

EARLY COMMENCEMENT PENALTY:
If a property owner commences work without first securing a permit they are subject to a penalty equal to one hundred percent (100%) of the base permit fee in addition to the required permit fees; plus

$137.50~~$125.00~~ **fine for first offense**
$275.00~~$250.00~~ **fine for second offense**
$550.00~~$500.00~~ **fine for each subsequent offense**

VOLUNTARY CODE COMPLIANCE:

If a property owner voluntarily seeks the assistance of Village staff in permitting work which may have been performed in the past, illegally, or without the benefit of a prerequisite permit, with the express intent of making the work safe and legal, the Director may waive the penalty and fine portion of the permit fee applicable to such work, only if such work was not previously cited or issued a stop work order by Code Compliance or Building Division staff.

MISCELLANEOUS PERMIT FEES

PERMIT EXTENSION or PERMIT APPLICATION EXTENSION (prior to expiration): $66.00~~$60.00~~

PERMIT RENEWAL: $110~~$100.00~~ **plus** 13.75%~~12.5%~~ **of the original base permit fee**
When renewing expired permits, based on the original master permit fee.

ANNUAL PREMISE PERMIT:

An annual premise permit only covers regular maintenance of existing facilities. The property owner is required to use of Florida or County licensed contractors for each trade (structural, plumbing, electrical and mechanical). A letter from the owner or association identifying contractors that will be employed to perform the work shall be submitted with the application in addition to a copy of the contractor's license, workers compensation and general liability insurance. A log of maintenance and repairs identifying the scope of work being performed shall be kept on site for Village review and inspection. Condominiums, co-ops and other similar facilities are limited to performing regular maintenance in the common areas only. This permit is subject to cancellation by the Building Official upon determining the scope of work allowed under regular maintenance has been exceeded.

All Condominium and Commercial Buildings

First Trade (per building):	$550.00~~$500.00~~
Each additional trade (per building):	$330.00~~$300.00~~

BURGLAR ALARM VOUCHER: $44.00~~$40.00~~ **each**

Plus, State and County surcharges, as set by Statute

INSPECTION FEES

RE-INSPECTION FEE for disapproved work: $82.50~~$75.00~~
Each re-inspection per discipline beyond the first re-inspection

RE-INSPECTION FEE for partial inspections: $82.50~~$75.00~~
Additional inspections of the same type for partial work, per discipline

CANCELLATION INSPECTION FOR EXPIRED PERMIT (per inspection): $82.50~~$75.00~~

AFTER-HOURS or WEEKEND INSPECTION:

Upon written request in advance, payment of appropriate fees, and contingent upon availability of inspectors, inspections outside the normal work hours are possible. On regular working or non-working days, weekends and holidays, a three hundred and thirty ~~three-hundred~~ **dollar** (**$330.00**)~~**$300.00**~~ minimum is charged. Additional time after the first two-hours will be charged at the rate of **one-hundred and ten dollars** (**$110.00**)~~**$100.00**~~ an hour, rounded up to the next hour.

CERTIFICATE OF OCCUPANCY or COMPLETION

CERTIFICATE OF OCCUPANCY or COMPLETION (CO or CC), or PROVISIONAL CO:

The following fee shall be paid for all uses. All structures are issued a permanent CO or CC that shall remain valid for an unlimited time unless revoked for cause or abandoned, provided there is no change of occupancy, or that there is no enlargement, alteration, or addition in the use or structure. A Provisional CO is issued on a temporary basis and expires at the end of the specified term.

One and two family, townhouses, per unit	$82.50~~$75.00~~
Bungalow court	$82.50~~$75.00~~

Apartment, hotel or condominium unit, per unit	$110.00~~$100.00~~
Private school, day nursery, convalescent and nursing home, hospital, ACFL and Developmentally Disabled home care	$105.00~~$96.00~~
Commercial (such as Retail, Mercantile, Assembly)	$0.06~~$0.05~~/sq. ft. with $110.00~~$100.00~~ Minimum
Unusual Uses	$277.20~~$252.00~~
Churches	No Fee
Cabaret, nightclub, liquor or package store	$343.20~~$312.00~~

TEMPORARY CERTIFICATE OF OCCUPANCY or COMPLETION (TCO or TCC):

Equal to the cost of the CO or CC as set forth herein, for the initial and each subsequent extension

OPTIONAL CERTIFICATE OF COMPLETION (CC Optional):

An Optional Certificate of Completion is a certificate requested at the option of the permit holder signaling the closure of the project and not a regulatory requirement.

One and two family, townhouse; per unit	$55.00~~$50.00~~
All others	$71.50~~$65.00~~

OCCUPANCY WITHOUT A CERTIFICATE OF OCCUPANCY PENALTY:

$220.00~~200.00~~ fine plus 100% of the regular CO or CC fee in addition to the regular CO or CC fee.

BUSINESS TAX RECEIPT INSPECTION FEE:

Inspection fee per discipline	$82.50~~$75.00~~

MISCELLANEOUS SERVICE FEES

LOST PLANS REPLACEMENT: **$30.00 plus the reproduction cost**

When permit documents related to an ongoing project must be reproduced from archives, a replacement fee will be required to authenticate a new job set of documents for construction purposes.

PERMIT CARD REPLACEMENT: $33.00~~$30.00~~

CHANGE OF CONTRACTOR OR SUB-CONTRACTOR: $110.00~~$100.00~~ **or base permit fee, whichever is less.**

DOCUMENT CONVERSION:

When converting paper based documents to electronic format for plan review purposes, the following charge shall apply:

Base charge:	$22.00~~$20.00~~ **plus the per sheet cost**
Per Sheet Cost for documents up to and including 11"x17"	**$0.15 per sheet side**
Per Sheet Cost for documents larger than 11"x17"	**$3.00 per sheet side**

DOCUMENT COST OF REPRODUCTION:

Sheets up to 8-1/2"x14"	**$0.15 per sheet plus $0.05 for double sided**

Sheets larger than 8-1/2"x14" and up to and including 11"x17"	**$0.30 per sheet plus $0.10 for double sided**
Sheets larger than 11"x17"	**$5.00 per sheet side**
Certified copies	**$1.00 per page**
Notary Public Service	**$1.00 per document**
Research and Ordering Plans	**$5.00 per order**

SERVICES NOT CONTEMPLATED IN CURRENT FEE STRUCTURE:

The Director has the authority to invoice for actual costs on project(s) or services not contemplated in the current fee structure at the rate of:

$27.50~~$25.00~~ **per quarter hour**

REGULATORY SURCHARGES

MIAMI-DADE COUNTY: **$0.60 per $1,000.00 value of construction**

Surcharge based on construction value of $81.25 per square foot or contract value when area is not applicable.

STATE OF FLORIDA:

DBPR (F.S. 553.721) **1.0% of base permit fee or as determined by Florida Statute**

BCAI (F.S. 468.631) **1.5% of base permit fee or as determined by Florida Statute**

CONCURRENCY REVIEW: **6% of total permit fee**

IMPACT FEE: **As determined by county or village ordinances on certain building permits**

DISHONORED CHECK (NSF): **5% of Check Amount or $20.00, whichever is greater**

~~TECHNOLOGY FEE (per Master Permit): $18.00~~

PERMIT DOCUMENT ARCHIVE FEE: **10% of base permit fee with a $1,000 maximum**

Archive fee covers the cost to retain historical public records as required by Chapter 119, F.S.

RECERTIFICATION FEES

40-YEAR RECERTIFICATION FEE: $375.00~~$250.00~~ **each building**

Owners of buildings or structures meeting the requirements of Miami-Dade County Code Section 8-11 shall conduct an inspection using the minimum guidelines issued by the Board of Rules and Appeals for buildings 40-years old or older and every 10-year interval thereafter. Finalized report shall be submitted together with payment of fee herein.

STRUCTURAL GLAZING SYSTEMS – RECERTIFICATION FEE: $375.00~~$250.00~~ **each building**

Structural glazing systems installed on threshold buildings shall be inspected by the owner at 6 months intervals for the first year after completion of the installation.

Subsequent inspections shall be performed at least once every 5-years. Finalized report shall be submitted together with the payment of fee herein.

BOILERS AND PRESSURE VESSELS

FEE FOR PERIODIC RE-INSPECTION:

Periodic inspections after installation of vessel.

Steam boilers (annual), each	$82.50~~$75.00~~
Hot Water Boilers (annual), each	$82.50~~$75.00~~
Unfired Pressure Vessels (annual), each	$82.50~~$75.00~~
Miniature Boilers (annual), each	$82.50~~$75.00~~
Certificate of Inspection, each	$82.50~~$75.00~~
Shop Inspection of Boiler or Pressure Vessel, each	$82.50~~$75.00~~

UNSAFE STRUCTURES FEES

Staff Time	$22.00~~$20.00~~ **per quarter hour**
Case Processing Fee, each	$440.00~~$400.00~~
Photographs, each	$2.75.00~~$2.50~~
Initial Inspection Fee	$154.00~~$140.00~~
Re-Inspection Fee, each	$88.00~~$80.00~~
Posting of Notices, each	$44.00~~$40.00~~
Unsafe Structures Board Processing Fee	$165.00~~$150.00~~
Title Search	**Actual Cost**
Court Reporting Transcription	**Actual Cost**
Legal Advertising, each	**Actual Cost**
Permit Fees	**Actual Cost**
Lien/Recording/Cancellation of Notices, each	**Actual Cost**
Bid Processing Fee	$137.50~~$125.00~~
Demolition/Secure Services	**Actual Cost**

REFUNDS, TIME LIMITATION and CANCELLATIONS

The fees charged pursuant to this schedule, provided the fee is required for a permit in accordance with the Florida Building Code or Village Ordinance, may be refunded by the Department Director, subject to the following:

No refunds shall be made on requests involving:

- Permit Fees of one-hundred dollars ($100.00) or less per discipline; or
- Permits revoked by the Building Official under authority granted by the Florida Building Code, or permits canceled by court order, or conditional permits; or
- Permits which have expired; or
- Permits under which work has commenced as evidenced by any recorded inspection having been made by the Department or physical work having been installed; or

- The original permit holder when there is a change of contractor.

A cancellation inspection will be required to verify field conditions at the fee described herein.

A full refund less one hundred dollars ($100.00) per discipline or fifty percent (50%) of the permit fee, whichever is greater, rounded up to the nearest dollar, shall be granted to a permit holder who requests a refund provided that:

- The Department receives a written request from the permit holder prior to the permit expiration date; and
- The permit holder submits with the written request all applicant's validated job copy set of permit documents issued; and
- No work has commenced under such permit as evidenced by any recorded inspection or physical work having been installed.

A cancellation inspection will be required to verify field conditions at the fee described herein.

PLANNING AND ZONING FEES

Fees established to recover the costs for reviewing and inspecting Zoning Permits and processing Planning requests. When work has commenced without the required permit(s), a penalty of 100% of the usual permit fee plus the usual permit fee will be assessed on all Zoning permits and Planning processes.

BUILDING DIVISION PROCESSING FEE: $33.00~~$30.00~~

A processing fee is applicable to all Planning and Zoning standalone permits and processes to cover the cost of servicing application processing through the Building Division. The processing fee is collected at the time of application submittal; it is non-refundable and it is not applied towards the base permit fee. The processing fee is charged in addition to the permit fee.

ZONING PLAN REVIEW FEE:

The base permit fee covers plan reviews, first and one follow-up review, and required inspections, one of each required type and one follow-up of the same type of inspection. Additional plan reviews and inspections will be separately charge as described herein.

All Residential or Commercial New Construction:	$0.15~~$0.13~~ **per sq.ft. of floor area**
Walk-thru Type Permits as defined, each:	$27.50~~$25.00~~
All Other Permit Types, each:	$110.00~~$100.00~~
Re-review Fee beyond the first re-review:	$30.00~~$25.00~~ **per quarter hour**
Beach Management Plan Application	**$150.00**

INSPECTION FEE: $82.50~~$75.00~~

Re-inspection fee for each additional re-inspection after the second inspection of the same type

APPLICATION FEE:

For the following types of processes:

Supervisory Variance (per variance)~~any type of use~~):	$165.00~~$150.00~~
Single family and duplex (Administrative and Regulatory Variance):	$440.00~~$400.00~~
Multiple Family (Administrative and Regulatory Variance):	$880.00~~$800.00~~
Commercial and Hotel (Administrative and Regulatory Variance):	$990.00~~$900.00~~

SITE PLAN REVIEW:

Charged for the review of a site plan for new construction of any single family or duplex, for an apartment building, or commercial building, or any addition, renovation or repair that exceeds 50% of the floor area of the present structure.

Administrative:	$600.00~~$500.00~~
Village Council:	$1,650.00~~$1,500.00~~
Appeal of an Administrative Decision:	$1100.00~~$1,000.00~~
Amendment to the Zoning and Land Development Regulations:	$3,300.00~~$3,000.00~~
Change of Zoning District:	$1,650.00~~$1,500.00~~
Comprehensive Plan, Amendment:	$3,300.00~~$3,000.00~~
Comprehensive Plan, Change of Land Use:	$3,300.00~~$3,000.00~~

ADVERTISING FEE IF NOTICE IN A NEWSPAPER:

Published in the Village:	**Actual Cost**
Published in a newspaper that meets the requirements of Chapter 163 of Florida Statutes:	**Actual Cost**
Mailing fee:	**Actual Cost**

SUPPLEMENT FEE BASED ON PROJECT SIZE FOR SITE PLAN REVIEWS AND VARIANCES:

Size of property: $110.00~~$100.00~~ **per 10 acres or any fraction thereof; and**

Number of hotel or apartment units: $165.00~~$150.00~~ **per 15 units or any fraction thereof; or**

Size of buildings – non-residential only: $165.00~~$150.00~~ **per 5,000 sq. ft. or any fraction thereof**

ZONING VERIFICATION LETTERS:

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Residential (Single Family and Duplex):	$75
Residential (Multifamily) and Non-Residential	$150

ZONING DETERMINATION LETTERS:

Residential (Single Family and Duplex):	$150
Residential (Multifamily) and Non-Residential	$225

ADDRESS ASSIGNMENT FEE: $25.00

Fee for each new address for new development, adding an address to an existing building or property (including new unit numbers)

APPEALS OF VILLAGE COUNCIL DECISIONS

For every application for an appeal of a decision by the Village Council, there shall be paid to the Development Services Department, for the processing for each and every application, a fee of **six hundred and sixty dollars** ($660.00)(~~**$600.00**~~), to be paid at the time of application. Site plan modification, where permitted, to appeal requests will be processed at an additional cost of **six hundred and sixty dollars** ($660.00)(~~**$600.00**~~).

PREPARATION OF CERTIFIED RECORD FOR COURT

For the purpose of court appeals, herein the Director for the Development Services Department is requested to make available the record upon which the decision of the Council is based, there shall be paid to the Development Services Department, for the preparation of a certified copy for the record, a fee of **three hundred and thirty dollars** ($330.00)~~($300.00)~~ to be paid at the time of ~~request.~~

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~~PUBLIC~~request. PUBLIC WORKS FEES

Fees established to recover the costs for reviewing and inspecting Public Works Permits within the street right-of-way (ROW). Total permit fee is made up by adding each component of a project listed below. When work has commenced without the required permit(s), a penalty of 100% of the usual permit fee plus the usual permit fee will be assessed on all Public Works permits.

BUILDING DIVISION PROCESSING FEE: $33.00~~$30.00~~

A processing fee is applicable to all permit applications for Public Works to cover the cost of servicing application processing through the Building Division. The processing fee is collected at the time of application submittal; it is non-refundable and it is not applied towards the base permit fee. The processing fee is charged in addition to the permit fee.

RE-REVIEW FEE:

Each re-review of submittal documents: $27.50~~$25.00~~ **per quarter hour**

REINSPECTION FEE:

Each re-inspection or additional inspections: $82.50~~$75.00~~

DRIVEWAY APPROACH/APRON:

Residential or Commercial driveway approach/apron. Includes first review and first inspection. Additional reviews and inspections as provided herein. $66.00~~$60.00~~

SIDEWALKS/CURB/GUTTERS:

An additional charge for each review and inspection of installation of sidewalks, curb and gutters: $42.50~~$35.00~~

WATER METER INSTALLATIONS:

Review and inspection of new water meter installation: $82.50~~$75.00~~

MAINTENANCE OF TRAFFIC (M.O.T.) PLANS:

Review and inspection of M.O.T. Plans: $82.50~~$75.00~~

FRENCH DRAINS:

Review and inspection of installation of catch basins, seepage trench or soakage pit: $385.00~~$350.00~~

RIGHT-OF-WAY PAVING:

Review and inspection of construction of street pavements, plus M.O.T., if applicable: $302.50~~$275.00~~

SWALE PAVING:

Review and inspection of pavement for parkways/swales, plus M.O.T., if applicable: $220.00~~$200.00~~

RIGHT-OF-WAY CURBING:

Review and inspection of street curbing, plus M.O.T., if applicable: $42.50~~$35.00~~

UNDERGROUND UTILITIES:

Review and inspection of Installation or repair of sanitary and storm sewers, waterlines, gas lines, and other underground utilities, plus M.O.T., if applicable: $302.50~~$275.00~~

POLES/GUY WIRES:

Review and inspection of installation of poles or down guy wires for overhead utilities, plus M.O.T., if applicable: $137.50~~$125.00~~

FIRE PERMIT ~~ENGINEERING~~ FEES

Fees established to recover the costs for reviewing and inspecting Fire Engineering Permits within the Village.

BUILDING DIVISION PROCESSING FEE: $33.00~~$30.00~~

A processing fee is applicable to all stand-alone fire permit applications for Fire Engineering to cover the cost of servicing application processing through the Building Division. The processing fee is collected at the time of application submittal; it is non-refundable and it is not applied towards the base permit fee. The processing fee is charged in addition to the permit fee.

SPECIAL PRELIMINARY FIRE REVIEW (SPR):

Some projects may request a SPR to understand any possible request to be made for Life Safety. Such review will be a **$100.00 per hour**

WORK DONE WITHOUT PERMIT~~:~~

When work for which a permit is required is commenced prior to the obtaining of a permit, the permit applicant shall be required to pay a penalty of 100% of the usual permit fee plus the usual permit fee and the following fine:

$137.50~~$125.00~~ **fine for first offense**
$275.00~~$250.00~~ **fine for second offense**
$550.00~~$500.00~~ **fine for each subsequent offense**

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NEW BUILDING OR ADDITIONS, ALTERATIONS, AND REPAIRS TO BUILDINGS AND OTHER STRUCTURES:

Plan Review

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One plan review ~~and one inspection~~ for ~~Building~~ Fire Permit is $190.00 ~~: **Minimum fee for all permits is applicable $250.00.** This fee includes fire plans review and one life safety inspection request (field inspection by inspector). Subject to Special Request Inspections herein.~~

The three-year implementation will be as follows:

The plan review cost for 2022 will be charged $230.00
The plan review cost for 2023 will be charged $210.00
The plan review cost for 2024 will be charged $190.00

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Plan review fees after the first review will be charged based on additional time spent re-reviewing submittal. $27.50~~$25.00~~ **per quarter hour**

Inspection

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One field inspection by inspector for ~~Building~~ Fire Permit fee is $140.00

The three-year implementation will be as follows:

The inspection cost for 2022 will be charged $46.67
The inspection cost for 2023 will be charged $93.33
The inspection cost for 2024 will be charged $140.00

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New Building Construction may require special consultations and review that may be considered a Technical Professional Services

MULTI-FAMILY UNIT OR COMMERCIAL TENANT RENOVATION:

Plan Review

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One plan review for Fire permit ~~and one inspection at a~~ **minimum fee ~~of~~ $110.00 ~~75.00~~ ~~fee~~** that applies to a specific unit for renovations only.

The three-year implementation will be as follows:

The plan review cost for 2022 will charged $86.67
The plan review cost for 2023 will be charged $98.33
The plan review cost for 2024 will be charged $110.00

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Plan review fees after the first review will be charged based on additional time spent re-reviewing submittal. $27.50~~$25.00~~ **per quarter hour**

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Inspection

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One field inspection at a **minimum of $140.00** fee that applies to a specific unit for renovations only.

The three-year implementation will be as follows:

The inspection cost for 2022 will be charged $46.67
The inspection cost for 2023 will be charged $93.33
The inspection cost for 2024 will be charged $140.00

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REPAIRS, RENOVATION, MODIFICATIONS, RECONSTRUCTION AND ALTERATION TO BUILDINGS AND OTHER STRUCTURES AND TO ESTABLISH USE:

Plan Review

One plan review for Fire permit minimum **fee $140.00** that applies to a specific unit for renovations only.

The three-year implementation will be as follows:

The plan review ~~inspection~~ cost for 2022 will be charged $213.33
The plan review ~~inspection~~ cost for 2023 will be charged $176.67
The plan review ~~inspection~~ cost for 2024 will be charged $140.00

~~Such fees shall be a **minimum fee of $250.00.**~~

Inspection

One field inspection at a **minimum of $140.00** fee that applies to a specific unit for renovations only.

The three-year implementation will be as follows:

The inspection cost for 2022 will be charged $213.33
The inspection cost for 2023 will be charged $176.67
The inspection cost for 2024 will be charged $140.00

LIFE SAFETY INSPECTION FOR CERTIFICATE OF TEMPORARY OCCUPANCY OR CERTIFICATE OF OCCUPANCY:

This fee will be charged for the life safety inspection leading to the issuance of a Temporary Certificate of Occupancy (TCO) and for a Certificate of Occupancy (CO). An **inspection fee of $**90.00~~75.00~~ for each ~~the~~ inspection. ~~and $90.00150.00 for second re-inspection.~~

The inspection cost for 2022 will be charged $80.00
The inspection cost for 2023 will be charged $85.00
The inspection cost for 2024 will be charged $90.00

RE-INSPECTIONS:

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$140.00 ~~75.00~~ for the first re-inspection ~~and $150.00 for each additional re-inspection.~~

The three-year implementation will be as follows:

The inspection cost for 2022 will be charged $96.67

The inspection cost for 2023 will be charged $118.33

The inspection cost for 2024 will be charged $140.00

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FIRE ALARM PLAN REVIEW, ACCEPTANCE TEST AND INSPECTION/RECERTIFICATION:

Less than 10 devices

The plan review for the upgraded system is $140.00.

The three-year implementation will be as follows:

The plan review cost for 2022 will be charged $113.33
The plan review cost for 2023 will be charged $126.67
The plan review cost for 2024 will be charged $140.00

The inspection for the upgraded system is $190.00.

The three-year implementation will be as follows:

The inspection cost for 2022 will be charged $130.00
The inspection cost for 2023 will be charged $160.00
The inspection cost for 2024 will be charged $190.00

Greater than 10 devices

The plan review for the upgraded system is $240.00~~220.00.~~

The inspection for the upgraded system is $240.00~~220~~

Each device over 100 will be charged $1.40 per device for the inspection.

~~This includes fire plan review of the upgraded system and one life safety inspection request: **$150.00** plus **$100.00 for 1 to 10 devices** or **$250.00 for more than 10 devices.**~~

FIRE SUPPRESSION SYSTEM PLAN -REVIEW AND INSPECTION:

Less than 10 devices

The plan review for the ~~upgraded~~ Fire suppression system is $110.00

The inspection for the fire suppression system is $140.00

The three-year implementation will be as follows:

The plan review cost for 2022 will be charged $113.33
The plan review cost for 2023 will be charged $126.67
The plan review cost for 2024 will be charged $140.00

~~The three-year implementation will be as follows:~~

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~~The inspection cost for 2022 will be charged $113.33~~
~~The inspection cost for 2023 will be charged $126.67~~
~~The inspection cost for 2024 will be charged $140.00~~

~~The inspection for the upgraded system is $130.00.~~

Greater than 10 devices

The plan review for the ~~upgraded f~~Fire suppression system is $140.00.

The three-year implementation will be as follows:

The plan review cost for 2022 will be charged $212.67
The plan review cost for 2023 will be charged $176.33
The plan review cost for 2024 will be charged $140.00

The inspection for the ~~upgraded~~ Fire suppression system is $240.00~~220.00~~.

Each device over 100 will be charged $1.40 per device for the inspection. ~~Test and Inspection/Recertification each request. **$100.00 for up to 20 heads or $250.00 for 21 heads or greater.**~~

FIRE SAFETY SYSTEMS (I.E. FIRE ALARM, SPRINKLERS, SMOKE CONTROL, ETC.):

~~**$300.00 per item.**~~ This includes Fire pumps, Smoke Control, Fire Well, Standpipes, Hydrant flow test and recertifications.

The plan review for the upgraded system is $140.00~~130.00~~.

The inspection cost for 2022 will be charged $246.67
The inspection cost for 2023 will be charged $193.33
The inspection cost for 2024 will be charged $140.00

The inspection for the fire suppression system is $240.00

The three-year implementation will be as follows:

The plan review cost for 2022 will be charged $280.00
The plan review cost for 2023 will be charged $260.00
The plan review cost for 2024 will be charged $240.00

The inspection for the upgraded system is $240.00 ~~220.00.~~

SPECIAL REQUEST INSPECTIONS (SRI):

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$440.00~~300.00~~ per inspector and in addition to applicable inspection or re-inspection fee. SRIs lasting over 4 hours will incur an **additional charge of $100.00~~115.00~~ per hour** or portion thereof per inspector.

The three-year implementation will be as follows:

The inspection cost for 2022 will be charged $346.67
The inspection cost for 2023 will be charged $393.33
The inspection cost for 2024 will be charged $440.00

Inspections that are required to be performed before or after normal business hours or on holidays or weekends will result in an additional special request inspection fee.

FIRE WATCH FOR SPECIAL EVENTS FIREWORKS, PYROTECHNIC DISPLAYS AND FLAME EFFECTS:

Requires Fire department review and approval. Authority Having Jurisdiction can require a Fire watch for any event deemed necessary at the owner's expense. Additional hours may be required at **$65.00 per hour ~~(Minimum 4 hours)~~**

Note: Plans that are submitted less than thirty (30) days prior to the event may result in additional fees such as expedited plan review fee and/or a special request inspection fee or may result in denial of the plan and non-approval of the event.

The plan review for the special event is $190.00~~170.00~~.

The three-year implementation will be as follows:

The plan review cost for 2022 will be charged $106.67
The plan review cost for 2023 will be charged $148.33
The plan review cost for 2024 will be charged $190.00

The inspection/fire watch for the special events $640.00~~590.00~~.

The three-year implementation will be as follows:

The inspection cost for 2022 will be charged $257.33
The inspection cost for 2023 will be charged $448.67
The inspection cost for 2024 will be charged $640.00

APPEALS TO SPECIAL MAGISTRATES, OR THE FIRE PREVENTION AND SAFETY APPEALS BOARD:

Fee for Special Magistrates is $510.00.

An additional $100.00 per hour for ~~in addition to~~ administrative costs and expenditure of resources associated will be provided with an affidavit of cost to the Special Magistrates. ~~with ease~~.

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FIRE ALARM REGISTRATION:

$40.0020.00. Applicant must provide proof of underwriter's license from approved company or manufacturer.

TECHNICAL PROFESSIONAL SERVICES:

Assessed for technical professional services requiring research, preliminary plans review, expedited plan review, zoning hearing applications, land subdivision projects, subcontract for specific review or review of engineered life safety plans. Expedited plan review fees shall be in addition to the applicable plan review fee: **First hour or portion thereof $200.00. Each additional hour or portion thereof $75.00.**

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VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*
Brett Moss, *Vice Mayor*
Frank Caplan
Edward London
Luis Lauredo
Allison McCormick
Ignacio J. Segurola

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: January 18, 2022

TO: Honorable Mayor and Councilmembers

THRU: Jeremy Calleros-Gauger, Director
Building, Zoning, and Planning Director

FROM: Steven C. Williamson, Village Manager

RE: 131 Island Drive: Regulatory Variance

APPLICATION SUMMARY

Applicant	Luis Vicente D'Amato & Helena Martinez Ibanez D'Amato
Request	Approval of a variance to allow a 10-foot-high CBS wall along the rear property line at 131 Island Drive.
Site Address	131 Island Drive
Master Plan	Medium Density Single Family Residential
Zoning District	VE – Village Estate Single Family
File Number	DRY 22-00008
Recommendation	Denial

EXPLANATION AND ANALYSIS

The Request: The applicant is seeking a variance to construct a new 10-foot-high concrete block structure along the rear perimeter of a single-family home located at 131 Island Drive ("the Property"). The height of the wall is in response to noise disturbance the applicant claims is being caused by the commercial property to the north known as the Ace Hardware shopping center.

Variance Evaluation Criteria: The Village's Zoning Ordinance provides for the granting of variances subject to a finding that the petition meets the following criteria:

Criteria 1 Maintains the basic intent and purpose of the zoning, subdivision, and other land use regulations, which is to protect and maintain the general welfare of the public, particularly as it affects the stability and appearance of the community.

Analysis The subject Property is an existing single-family home on a 12,875 square foot lot. The lot is located north of Island Drive and bounded by single family residential to the east, west, and south with commercial to the north.

The shopping center currently has about five unenclosed air conditioning units on their lot. The commercial property's rear lot line abuts three different single family lots to the south. However, the units are located directly behind the subject property only.

The Zoning and Land Development Regulations under Section 30-100 (f)(6)(b)(2) allows for fences and walls in the rear zone with a maximum height not to exceed six feet measured from the average elevation of the Lot but in no instance shall the height exceed eight feet when measured from the Adjacent Property, except arches, columns, gates and other ornamental entry features may extend to eight feet in height.

The installation of a 10-foot wall at this Property would not be consistent with the abutting or surrounding neighboring properties. As such, it would not meet the original intent and purpose of the code, which is to maintain and protect the stability and appearance of the community.

Finding Inconsistent

Criteria 2 Is compatible with the surrounding land uses and would not be detrimental to the community.

Analysis The Medium Density Single Family Residential land use category is intended to allow for the use of single family, detached homes on lots of at least 7,500 square feet of net area. The proposed 10-foot-high CBS wall is an accessory feature that would not necessarily determine the compatibility to its land use category. However, the single-family homes in the area with similar land uses do not have walls or fences that exceed six feet in height.

Therefore, the CBS wall would be incompatible with the surrounding land uses and disadvantageous to the community.

Finding Inconsistent

RECOMMENDATION

It is recommended that Council deny the request based on the inconsistencies with what the code currently allows and with the surrounding neighborhood wall heights that do not exceed six feet.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A VARIANCE REQUEST TO ALLOW INSTALLATION OF A TEN-FOOT WALL IN THE REAR ZONE OF THE PROPERTY LOCATED AT 131 ISLAND DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Luis Vicente D'Amato & Helena Martinez Ibanez D' Amato ("Applicant") are the owners of 131 Island Drive, Key Biscayne, Florida ("Property"); and

WHEREAS, pursuant to Section 30-63 of the Village Code of Ordinances ("Village Code"), the Applicant has submitted a Planning and Zoning Application seeking a regulatory variance from the provisions of Section 30-100(f)(6)(b)(2) to allow for the installation of a ten-foot wall in the rear zone of the Property where a maximum six-foot wall would otherwise be permitted ("Variance"); and

WHEREAS, after reviewing the Variance request, Village Staff finds that the variance would be inconsistent with the variance criteria requirements outlined under Section 30-63(a) of the Village Code and recommends denial of the Variance; and

WHEREAS, after proper public notice, the Village Council conducted a public hearing and considered all testimony and other evidence presented and otherwise made part of the record concerning the Variance.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:

Section 1. **Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Findings.** The Village Council finds that the Applicant has met the requirements in Section 30-63 of the Village Code. Specifically, the Village Council finds that the Variance will (a) result in conditions that maintain and are consistent with the intent and purpose of the Village Code, and protect and maintain the general welfare, stability, and appearance of the community; and (b) be compatible with the surrounding land uses and will not be detrimental to the community.

Section 3. **Approval of Variance.** The Village Council, based upon competent substantial evidence, hereby approves the Applicant's request to vary the provisions of Section 30-100(f)(6)(b)(2) of the Village Code to allow for the installation of a ten-foot wall in the rear zone of the Property where a maximum six-foot wall would otherwise be permitted.

Section 4. **Recording.** This Resolution shall be recorded, prior to the issuance of a building permit, by the Applicant at its expense in the public records of Miami-Dade County, Florida. A copy of the proof of recordation shall be submitted to the Village Clerk prior to the issuance of any building permits.

Section 5. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2022.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, Planning and Public Works
88 West McIntyre Street, Suite 250 Key Biscayne, FL 33149
Phone (305) 365-5512 Fax (305) 365-5556
www.keybiscayne.fl.gov

PLANNING AND ZONING APPLICATION

(Application is nine pages. Please fill out completely.)

Date Filed: 10/15/2021

File #: _____
(to be completed by Staff)

1. REQUEST FOR:

( ) SUPERVISORY VARIANCE
( ) ADMINISTRATIVE VARIANCE
(X) REGULATORY VARIANCE
( ) APPEAL OF AN ADMINISTRATIVE DECISION
( ) SITE PLAN APPROVAL
( ) OTHER

( ) AMENDMENT TO ZONING ORDINANCE
( ) CONDITIONAL USE
( ) AMENDMENT TO THE MASTER PLAN
( ) ZONING DISTRICT CHANGE

Explain your request:
I would like authorization to build a loft wall between my backyard and a commercial building behind it due to LOUD NOISES from 5 AC MACHINES.

2. Street Address of Property: 131 ISLAND DRIVE

Legal Description: Lot(s) 4 Block 1

Subdivision: CAPE FLORIDA SUBD 1

3. Name of Applicant: HELENA MARTINEZ IBAÑEZ D'AMATO

Mailing Address of Applicant: #131, ISLAND DRIVE

Business Telephone: 7863250856 Home: _____ Fax: _____

Email: AMIDAMATO@GMAIL.COM

4. Name of Property Owner if Different from Applicant: _____

Address of Property Owner if Different from Applicant: _____

Business Telephone: _____ Home: _____ Fax: _____

Email: _____

SUPERVISORY VARIANCES ONLY

The Supervisory procedure requires the nearest abutting property owner to approve your request and your certification that the work was not performed by you. Your signature on this application constitutes your certification that you did not perform the work. The next step is to request the nearest property owner to sign below or provide a letter approving your request. Their signature certifies that they have read this application and approves of the request.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for a Supervisory Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature

ADMINISTRATIVE VARIANCES ONLY

The Administrative Variance procedures require all abutting property owners to approve your request. The attached map will assist you in identifying who must sign the below petition. It is suggested you meet with staff prior to circulating your petition.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for and Administrative Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

AFFIDAVITS

Complete one or more of the following that relates to your request.

Tenant or Owner Affidavit (if tenant is applicant then owner must sign owner/power of attorney affidavit)

I, HELENA M. I. DAMATO being first duly sworn, depose and say that I am the owner/tenant of the property described herein and which is the subject matter of the proposed hearing; that all the answers to the questions in this application and all supplemental data attached to and made a part of the application are honest and true to the best of my knowledge and belief.

I, HELENA M I. DAMATO, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Signature of Applicant

Sworn to (or affirmed) and subscribed before me this 15 day of OCTOBER, by HELENA D'AMATO.
Name of person making statement

Signature of Notary Public - State of Florida

Cesar Fauve
Comm.:HH 175897
Expires: Sept. 15, 2025
Notary Public - State of Florida

CESAR FAUVE
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification X
Type of Identification Produced FDL M635-320-78-860-0

****

Corporation Affidavit

I, _____, being first duly sworn, depose and say that we are the President/Vice President, and Secretary/Ass't. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application and all supplemental data attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing.

I, _____, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this
____ day of _____, by _____.
Name of person making statement

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

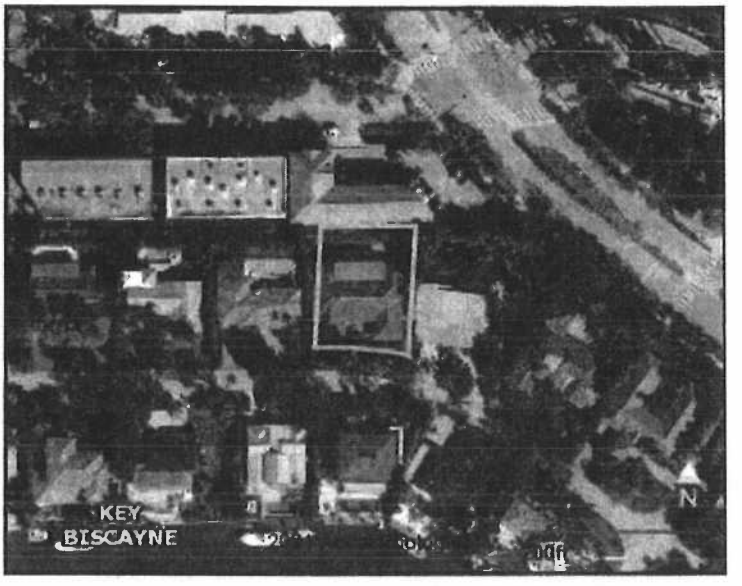
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/27/2021

Property Information	
Folio:	24-5205-010-0040
Property Address:	131 ISLAND DR Key Biscayne, FL 33149-2409
Owner	LUIS VICENTE D AMATO HELENA MARTINEZ IBANEZ D AMATO
Mailing Address	131 ISLAND DR KEY BISCAYNE, FL 33149 USA
PA Primary Zone	2000 ESTATES - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	5 / 4 / 1
Floors	1
Living Units	1
Actual Area	4,579 Sq.Ft
Living Area	3,717 Sq.Ft
Adjusted Area	4,153 Sq.Ft
Lot Size	12,875 Sq.Ft
Year Built	1990



Assessment Information			
Year	2021	2020	2019
Land Value	$1,604,869	$1,428,159	$1,680,188
Building Value	$726,775	$737,158	$747,540
XF Value	$30,408	$30,841	$31,274
Market Value	$2,362,052	$2,196,158	$2,459,002
Assessed Value	$2,362,052	$2,196,158	$2,459,002

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	$0	$0	$0
Taxable Value	$2,362,052	$2,196,158	$2,459,002
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$2,362,052	$2,196,158	$2,459,002
City			
Exemption Value	$0	$0	$0
Taxable Value	$2,362,052	$2,196,158	$2,459,002
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$2,362,052	$2,196,158	$2,459,002

Benefits Information				
Benefit	Type	2021	2020	2019
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/2021	$3,395,000	32679-1095	Qual by exam of deed
06/16/2010	$2,175,000	27336-1155	Qual by exam of deed
10/01/2005	$2,660,000	23943-0289	Sales which are qualified
10/01/2000	$1,200,000	19331-2613	Sales which are qualified

Short Legal Description
5 55 42
CAPE FLORIDA SUB SEC 1 PB 68-81
LOT 5 LESS W20FT & W38FT OF LOT 4
BLK 1
LOT SIZE 12875 SQ FT

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

Request for Village To Enforce Sec. 17-2 re: Prohibited Noise Disturbance and Letter of Intent In Support of Request for Variance to Alleviate Impact of Unlawful Noise on 131 Island Drive, Key Biscayne, Florida, 33149.

To whom it may concern:

We respectfully request that the Village enforce its ordinance Section 17-2 regarding Prohibited Nose Disturbances as unlawful noise is depriving us of the enjoyment and use of our property. Additionally, we provide this Letter of Intent in support of our request to alleviate the impact of this unlawful noise on our property and request a variance to the backyard wall of our property in Key Biscayne.

Key Biscayne is Our Home

We are active, civic-minded Key Biscayners whom have resided, participated in, and actively contributed to our community for over seven years. As business owners, home owners, president of the Key Biscayne K-8 PTA, and active community members, we are privileged to call Key Biscayne home. During the pandemic, we went out of our way to support our island's small businesses to try to keep our favorite restaurants and fitness professionals working. We have increased our investment in this beautiful community by purchasing property at 131 Island Drive, which is our year round home for our family. We believe in and wholeheartedly support this community.

We are Being Deprived of the Use and Enjoyment of Our Property Because of a Prohibited Noise Disturbance

On August 1, 2021, we purchased a house at 131 Island Drive. Our backyard is adjacent to a commercial property building, 800 Crandon Blvd, which is owned by TRC Real Estate Investments, Inc., and where Ace Hardware is located. The commercial building has 5 industrial Air Conditioning machines running 7 days a week, 24 hours a day which creates a Plainly Audible loud sound from their use and operation and this racket brings a disturbing noise to our home which deprives us of the enjoyment and use of our property.

We are NOISE RECEPTORS, with our HOME receiving up to 63dB, which is Plainly Audible. We hear the machines inside our house even with greenery blocking and with impact windows. We cannot sleep because of this noise. The noise significantly disturbs our welfare, is interfering with the enjoyment of our property, and deprives us of the ability to use the outside areas of our property. The machines are loud, and continuously run. We don't even have 5 minutes of silence. We are being deprived of the use and the enjoyment of our property.

Section 17-2 re: Prohibited Noise Disturbances Applies

Please note that according to the Key Biscayne zoning map, 800 Crandon is in a C-1 Low Intensity Commercial District, and thus Section 17-2, Prohibited Noise Disturbances applies. Our property at 131 Island Drive is zoned as a single family and two-family district, thus Section 17-2, Prohibited Noise Disturbances applies. As Section 17-2 applies, it should be enforced.

community will be protected and maintained. The Variance will be compatible with the surrounding land use.

At our same street, Island Drive, there are houses as shown in the pictures attached, that have much higher fences and also in Key Biscayne there are single family homes located behind CVS that benefit from a 11ft concrete wall to protect them from disturbing Noises. (725 and 735 Fernwood Drive). Our house is completely unprotected.

We chose to live in Key Biscayne, Paradise Island, 7 years ago because of the silence, protection and to be close to nature. We have been active, supportive members of this beautiful community and we respectfully request that you now allow us to use and enjoy our home.

Thank you for your consideration.

Respectfully Submitted,

Helena and Luis d'Amato

SITUATION :



5 AC machines that turn on/off 24x7, at open air

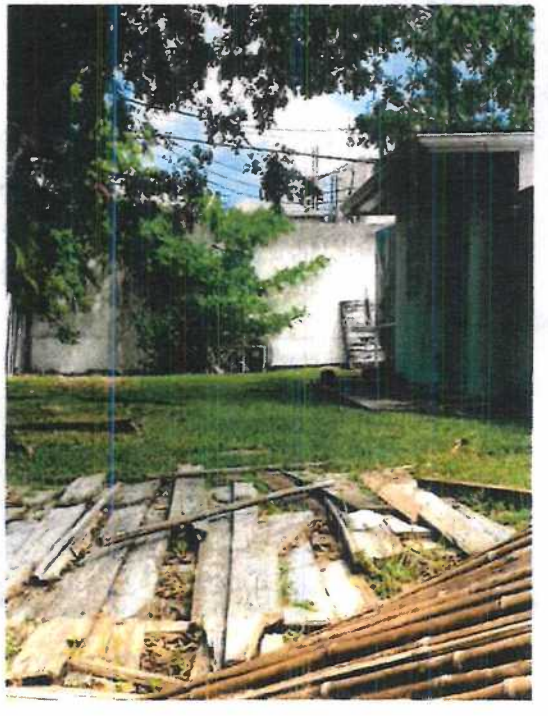


In my property line behind the greenery:

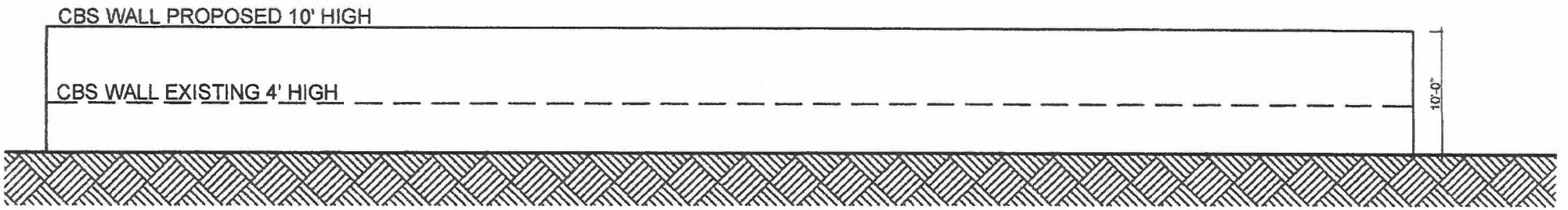
Above 65 dB when machines are on. And 62dB in the Patio.

Higher fences and High 11ft wall behind CVS

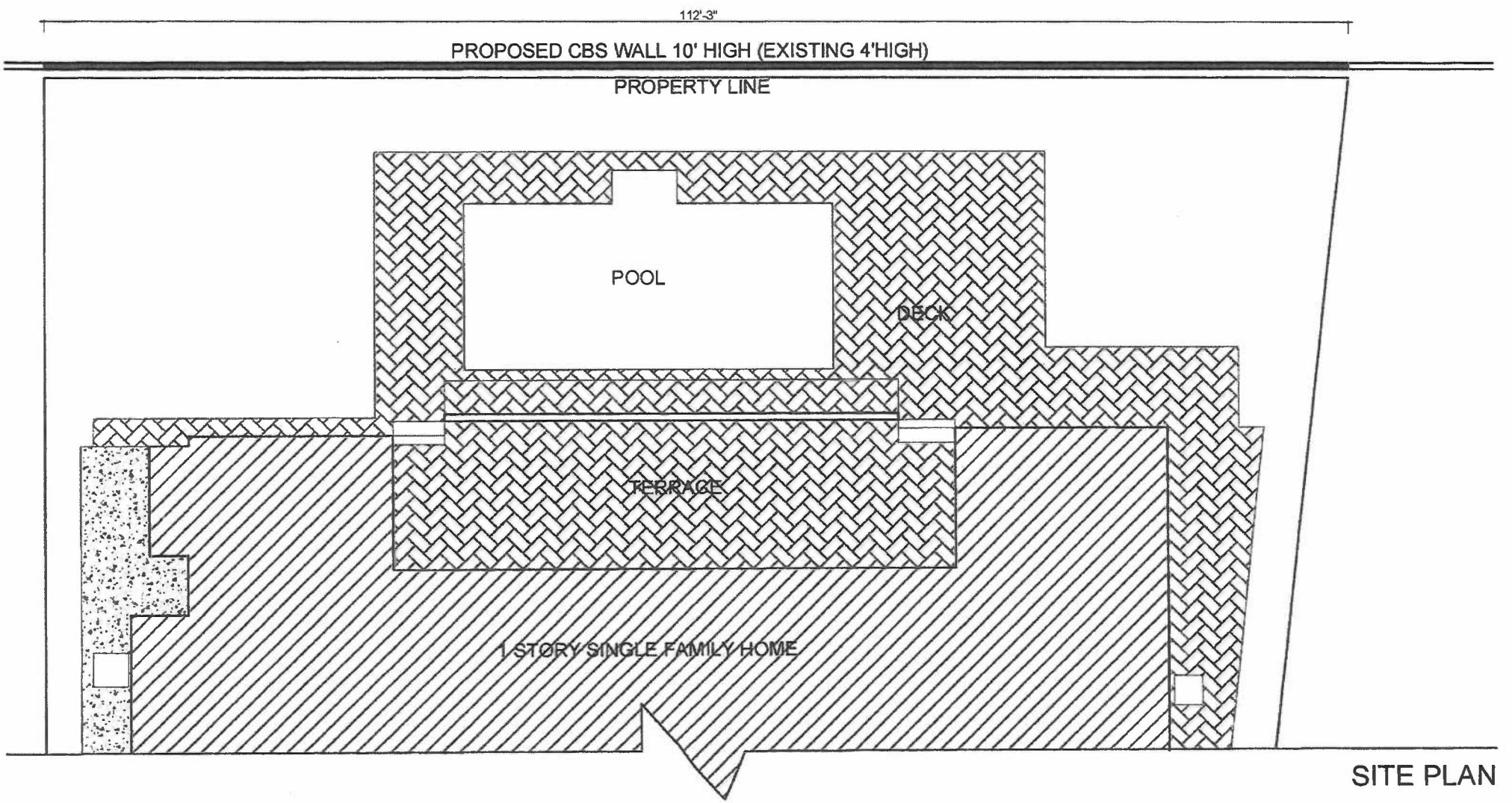




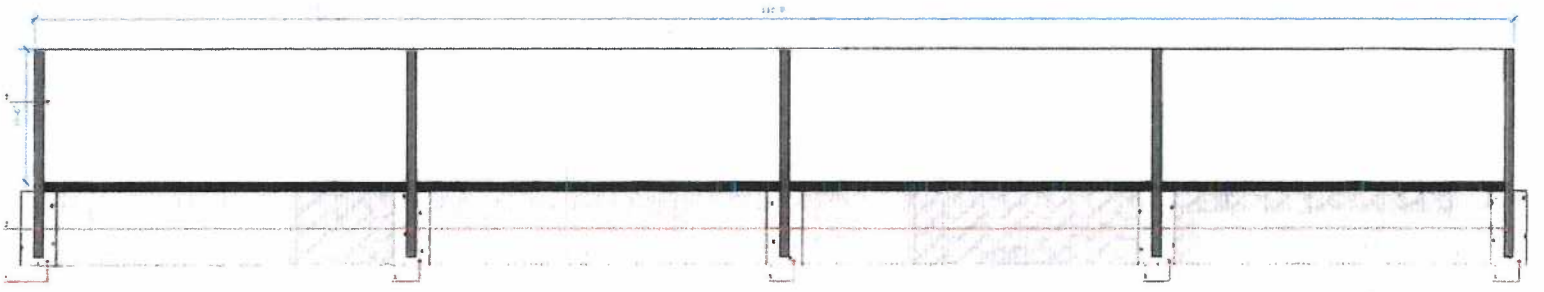
At Fernwood Dr, SINGLE FAMILY HOMES benefit from a 11ft wall behind CVS.



CBS WALL ELEVATION



SITE PLAN



RECEIVED
Village of Key Biscayne
Zoning Hearing Date
By O.GARCIA (THROUGH DARIO G.)
No. IV8/2021

XXX

Village Council
Michael W. Davey, *Mayor*
Brett Moss, Vice Mayor
Frank Caplan
Luis Lauredo
Allison McCormick
Edward London
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: January 18th, 2022

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Manager's Report

Section 1: Safe and Secure Village

a) COVID 19 updates (Fire Chief Eric Lang)

The Village continues to respond to impacts of COVID-19. The current actions and data reported as of January 4, 2022, include:

1. The Village continues to monitor the positivity rate both in the Village and in Miami Dade County.
    a. Miami Dade County COVID-19 dashboard is reporting a positivity rate of 28% based on a 7-day moving average
    b. Village of Key Biscayne testing sites are estimated at 29% based on a 7-day average from both the Calusa Park and the Village Green locations
2. COVID-19 testing has been consistently occurring in two locations (kiosk on Village Green and van at Calusa Park) through Curative, Inc. The Village Green location upgraded their testing capabilities on October 21st to a trailer that conducts rapid PCR with test results available in 2 to 4 hours.
    a. The recent surge has resulted in record daily testing over 1000 per day at the peak. This included over 200 walk in appointments. Since the peak prior to Christmas the testing sites are reserved for appointments only.
    b. As of December 1, 2021, the Village conducted 22,617 tests
        i. At the Village Green site, 16,101 tests were performed, and the positivity peaked at a rate of 36.68% on December 27, 2021
        ii. At the Calusa Park site, 6,516 tests were performed, and the positivity peaked at a rate of 43.86% on December 27, 2021
    c. Demand for testing remains high. Both locations are open between 8am to 6pm every day except Sundays and major holidays
3. Vaccine Data for COVID Mitigation
    a. Vaccines provided in the Village total 3,152 (as of January 6, 2022)
    b. The next vaccine events are scheduled for January 6th and January 27th from 9am

to 6pm. Third dose/booster shots will be provided per CDC recommendations at the Key Biscayne Community Center.

4. Vaccine percentages in the Village as reported by Miami Dade County on January 7, 2022, are as follows:

   a. 5 to 11 years old @ 56.4% population of 1545
   b. 12 to 17-year-old @ 73.8% population of 1569
   c. 18 + @ 79.5% population of 9321
   d. 65+ @ 78.7% population of 2183

5. The Village continues to closely monitor the below key performance indicators because the safety of residents and visitors remains our highest priority:
   - Provide access to COVID testing and monitor positivity rates
   - Host vaccine events and monitor vaccine percentages
   - Monitor seniors and high-risk populations
   - Monitor local hospital capacities

Section 2: Thriving and Vibrant Local Community and Marketplace

*a) **Stormwater fee structure (Public Works Director Jake Ozyman)***

A PowerPoint presentation will be displayed

*b) **Paradise Park budget modification updates (PW Director Jake Ozyman)***

See attached memo – exhibit 2.b.

*c) **Building Re-certification update (Building Official Rene Velazco)***

- The 3 properties found to be three or more years non-compliant were issued violations on 11/22/2021. In response to these violations, responses were received from all 3 property management companies substantiating ongoing efforts to correct deficiencies. The Village continues to partner with these companies to achieve compliance with the re-certification process identified in Miami-Dade County Code 8-11(f).

- Violations inclusive of $500 fines were issued on January 7th to 10 properties found to be 3 years or less non-compliant. All management companies were notified of the impending violations over 30 days ago and did not submit the necessary documentation correcting the deficiencies. All properties will be reported to the Unsafe Structure Board 30 days post issuance of fines (est. February 7, 2022)

- At this time, no Village properties have been reported to the Miami-Dade County Unsafe Structure Board

Village of Key Biscayne Building Recertification Status			
	Due less than 3 yrs. (2018 - 2020)	*Due more than 3 yrs. (2017 or before)*	*Number of Structures*
Compliant			54
Recertification In Progress	20	10	30
Auditing Records	2	1	3
Due in 2022 -2026 (40, 50, 60 & 70 yrs.)			40
Total structures = 127			

* Two of the structures are listed as compliant for the 40-year, and as pending for the 50-year due in 2022. 01.05.2022

Definitions:

1. **Compliant:** building owner or property management firm has completed, received, and submitted the appropriate recertification document (s) to the Village of Key Biscayne Building and Zoning Department
2. **Recertification In Progress:** building owner or property management firm is working with an engineer or architect to ensure compliance measures are met as they relate to the recertification process
3. **Auditing Records:** building owner or property management firm has not hired an engineer/architect to perform mandatory inspections related to the recertification requirements, or has not taken any action in addressing the hired engineer's or architect's recommended action(s)

Proposed Enforcement Action:

1. November 22, 2021 - Violations with a $500.00 fine were issued to three (3) properties that are 3 years or more past due for lack of compliance with the 40-year recertification program.
2. January 7, 2022 - Violations with $500.00 fines will be issued to properties that are 3 years or less past due for lack of compliance with the 40-year recertification program. There has been a delay in the process due to Holiday schedule and Covid situation.

Section 3: Engaging and Active Public Spaces and Programs

a) Beach Operations and Maintenance: Kite Surfing Program updates (CRO Roland Samimy)

- CRO and PROS Director reviewed proposal by Miami Kiteboarding. We determined it was too broad for the Village's needs. Asked Miami Kiteboarding to structure a minimal pilot (three months) focused on providing just a beach monitor on windy days with minor support from the Village in the form of a small chickee for shade, some basic safety equipment and access to an existing ATV as needed.
- DERM approved the Class I permit for deployment of regulatory buoys for the vessel exclusion zone. The contractor has been identified and approved to order materials needed to conduct the work.

b) Beach Operations and Maintenance: Access to Easements updates (CRO Roland Samimy)

The original title search on the beach path between Commodore Club South and the Island House was performed last year and listed Commodore Club South as the party who owned the property. When Weiss Serota asked the title company to convert it to a title commitment, they listed Island House which came as a surprise to everyone. VKB then asked the surveyor (KCI) to provide a final sketch and legal description which differed from the original legal description. Weiss Serota sent the revised document back to the title company for further review

and they still listed Island House as the owner of the beach access path, not Commodore Club South as previously thought. Weiss Serota obtained the title commitment, and the title company listed several deeds as the basis for their conclusion. Each deed lists Island House as the owner. Based on this, Weiss Serota has concluded that the Island House is the proper party that needs to be contacted to establish an easement agreement for converting the existing private beach path into a public beach access point. VKB CRO has contacted the Island House property manager to proceed with an easement agreement and notifying the Island House Board. Weiss Serota is developing the draft easement agreement for review by the Island House attorney and Board

c) Athletic Fields options (PROS Director Todd Hofferberth)

The Village of Key Biscayne has successfully executed and maintained athletic field use agreements with Miami-Dade County Public Schools and the Archdiocese of Miami to increase access to active recreational fields utilized for athletic programs. The Village has explored and implemented options that would extend the opportunity to increase field usage. These options required investments from the Village that involved the improvement of playing surfaces and installation of enhanced field lighting in various locations. Despite these efforts, the Village's athletic programs have grown in both participation and duration beyond what can be satisfied by the currently available field inventory. It remains clear that the athletic programs are of great value to the community and the Village is investigating ways to improve the level of service offered to residents.

The Village has therefore identified preliminary options to be further explored that include:

- **Activation of Harbor Park:** This option requires additional research involving identification of specific program needs, establishment of usage rules and creation of proposed schedules. An implementation timeline will drive the entire process to completion
- **Hire firm to lay-out and provide a design concept for HVKBT (Historic Virginia Key Beach Park Trust) Field(s):** Generate a concept design that identifies layout, costs and time-sharing
- **Re-evaluate and update plans for Crossbridge Church field:** Review plans, estimate cost and timeline, and discuss with Crossbridge

In addition, the below initiatives are actively being coordinated and include:

- Coordinate with City of Miami for potential use of field(s) east of Virginia Key water & sewer plant. Requirements include: 1 field 24 hours a week or 2 fields for 44 hours a week. Next steps involve the coordination of a meeting with the with City of Miami
- Continue to partner with City of Miami on Virginia Key Landfill Park plan. Monthly contact includes attendance at the Virginia Key Advisory Board meetings (VKAB), and inclusion of $200K in FY22/23 CIP for design and $2M for construction in FY23/24
- Continue to partner with Lasalle High School for potential field sharing plan. Our relationship needs to be maintained to ensure review of design plans and cost estimates

Section 4: Accessible, Connected, and Mobile Village-Wide Transportation

a) Rickenbacker Causeway updates (Village Manager Steve Williamson)

A verbal update will be provided

Section 5: Resilient & Sustainable Environment and Infrastructure

a) Long term resilient infrastructure plan: 5 lines of efforts + CSRM update (Chief Resiliency Officer Roland Samimy)

1. **Shoreline Protection (BAYSIDE)** – CRO obtained model seawall ordinance language from City of Ft. Lauderdale, City of Miami, City of Miami Beach to commence drafting language for the Villages' ordinance. The design criteria package developed by Moffatt & Nichol for the North Bay Village seawall ordinance was obtained to inform the development of a seawall ordinance for the Village. Our legal partners at Weiss Serota have begun evaluating what elements of seawall ordinances would be appropriate to meet the Villages 'goals in addressing USACE's concerns over the inundation threat from Biscayne Bay.
2. **Shoreline Protection (OCEANSIDE)** – Manager and CRO continue to engage with the USACE to maintain the Village's position in the CSRM Tentatively Selected Plan (TSP). USACE has expressed concerns over the inundation threat from Biscayne Bay. The Manager and CRO are engaged at all levels of USACE to clarify and confirm the entirety of the Village's resilience program which will be supportive and complementary to the federal investment on the beach. The Manager and CRO are working with our federal team & The County to secure support from the Village's respective congressional representatives.

3. **Stormwater System Upgrade** –AECOM will present recommendations to Council at the February 8th meeting that will support the development of the K-8 stormwater basin design criteria. FDEP recently announced that the Village has been selected for a $159,537 award to conduct a pilot test on stormwater treatment filter technology. CRO and PW Director are working with technology providers to develop the work plan for the 2-year pilot project.

4. **Utility Hardening & Resilience** – Similar to the roadway improvements, the Village's contracted surveyor (KCI) continues to execute detailed LIDAR surveying of the key to inform the design of the utility undergrounding to be completed by FPL. This includes the hardening of all above ground transformers. The Village Manager, PW Director and CRO have been meeting with FPL to evaluate the most effective approaches for undergrounding electrical lines. Three approaches have been presented, two of which are being given further consideration: a) undergrounding the entire electrical system and b) a hybrid approach whereby the main feeder lines are hardened, and the laterals are undergrounded. FPL has developed a non-binding estimate for undergrounding the complete system. We await the non-binding estimate for the hybrid approach and will present a recommendation to Council in the upcoming months

5. **Roadway Improvements** – The Village's contracted surveyor (KCI) continues to execute detailed LIDAR surveying of the Key. The elevation data will inform the stormwater design criteria as well as recommended modifications to roadway elevations. Data has already been used to facilitate the establishment of the new public beach access paths as required by USACE for inclusion in the CSRM TSP mentioned above.

6. **Supporting Efforts** – The focus is on finalizing the stormwater fee structure and developing the seawall ordinance. Construction of a sewer line extension to convert Beach Club from septic to sewer began January 12th. Once completed, the Beach Club will be able to connect to sewer.

Section 6: Effective and Efficient Team

a) CIP Project updates (Chief of Staff Jocelyne Moussavou)

Reference CIP summary (exhibit 6.a); a PowerPoint presentation will be displayed

b) Channel 77 TV programming updates (Communications & Community Engagement officer Jessica Drouet)

Reference PowerPoint presentation – exhibit 6.b.

VILLAGE OF KEY BISCAYNE

Village Council
Michael W. Davey, *Mayor*
Brett Moss, Vice Mayor
Frank Caplan
Luis Lauredo
Allison McCormick
Edward London
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: January 18, 2022 (change # 1)

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Paradise Park Budget Modification update

Environmental Update:

The Paradise Park project has been subject to unforeseen environment remediation requirements. On December 7th, 2021, staff shared a recommendation to move forward with the selection of a soil remediation plan estimated at $113,883.46. Staff suggests that this option be selected for the optimal remediation of the site. Since then, additional remediation and monitoring requirements have been identified and are summarized below.

Remediation Type	Estimated Cost	Budget Impact
Soil Excavation Disposal Exhibit 2. b.a.	$113,883.46	$48,000 Budgeted
Monitoring Well Abandonment – Exhibit 2. b.b.	$12,093.11	Unbudgeted cost
Air Quality Monitoring (during construction)	$20,000.00	Unbudgeted cost
Unforeseen Environmental site conditions	$50,000.00	Unbudgeted cost
Totals	$ 195,976.57	
Actuals needed (Totals-Budget Impact)	**$147,976.57**	

Overall Project Budget Summary:

The Paradise Park project budget overview is as follows:

FY Funding	Budget Line Item/ Funding Source	Amount	Actual/Spent	Balance
FY 21	CIP Parks - 301-72-572-63023	$1,186,000.00	$ 110,434.00	$ 1,075,000.566
FY 22	CIP Parks - 301-72-572-63023	$400,000.00	$ 0	$ 400,000
Totals	CIP Parks -301-72-572-63023	**$1,586,000.00**	**$110,434.00**	**$1,475,000.566**

Budget Modifications:

Funding for $147,976.57 of the budget modification would be paid from relocated CIP ARPA funds budgeted in the K-8 stormwater basin project in the FY21/22 Budget. Council approved a $1,056,130 budget for this project, and it is anticipated that this project will not reach completion by end of FY21/22.

EXHIBIT A

Village of Key Biscayne 2019-04
Civic Center Park - 530 Crandon Blvd. Project

Attachment PS

Note: Proposer's pricing as submitted will determine the ("Total Price Amount") for the purpose of evaluating the Proposals. However, unless otherwise stated in the Price Sheet Notes the Contractor will be paid based on actual work performed. This form reflects estimated quantities for theproject as described in the RFP. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and/or to eliminate line items if the Village deems it necessary. In the event of a discrepancy, or an approved quantity change, the Unit Price for each line item shall govern.

7% of 1 thru 15

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
1	Project Supervision	LS	$ 90,716.00	1	$ 90,716.00
2	Permit, Inspection, and Other Fees (Plug)	LS	$ 48,140.00	1	$ 48,140.00
3	Temporary Utilities	LS	$ 24,360.00	1	$ 24,360.00
4	Sanitary Facilities	LS	$ 816.00	1	$ 816.00
5	Equipment Rentals	LS	$ 22,545.00	1	$ 22,545.00
6	Temporary Fencing and Project Signage	LS	$ 10,305.00	1	$ 10,305.00
7	Overhead & profit	LS	$ 108,111.00	1	$ 108,111.00
8	Performance & Payment Bonds	LS	$ 20,100.00	1	$ 20,100.00
9	Insurance Recapture	LS	$ 32,421.00	1	$ 32,421.00
10	Trench Safety Act	LS	$ 2,000.00	1	$ 2,000.00
11	Contingency	LS	$ 50,000.00	1	$ 50,000.00
12	~~Allowance (Art in Public Places)~~	~~LS~~	~~$ 45,000.00~~	~~1~~	~~$ 45,000.00~~
13	Site Demolition, Concrete Asphalt, Accessories	LS	$ 27,995.00	1	$ 27,995.00
14	Remove Chain Link Fence	LF	$ 8.00	620	$ 4,960.00
15	Remove Existing Water Meeter	EA	$ 500.00	1	$ 500.00
16	Demolition - Trees and Palms	EA	$ 375.00	12	$ 4,500.00
17	Existing Tree Pruning / Relocation at sidewalk	EA	$ 3,612.50	6	$ 21,675.00
18	Tree Protection	EA	$ 1,400.00	6	$ 8,400.00
19	18"Root Barrier	LF	$ 22.00	198	$ 4,356.00
20	36"Root Barrier	LF	$ 30.00	300	$ 9,000.00
21	Lot Preperation / Grading	SF	$ 0.66	16000	$ 10,560.00
22	Grading at Sod Area	SF	$ 0.25	16000	$ 4,000.00
23	Excavation and Installation of 6",8",9" sub grade materials	CY	$ 152.00	35	$ 5,320.00
24	Excavation and Installation of "4.5",and 9" Limerock materials	CY	$ 40.00	25	$ 1,000.00
25	Erosion Control (Silt Fence)	LF	$ 10.25	710	$ 7,277.50
26	Erosion Control (Drainage Protection)	EA	$ 350.00	2	$ 700.00
27	Drainage System	LS	$ 53,763.00	1	$ 53,763.00
28	Water Utilities	LS	$ 10,150.00	1	$ 10,150.00
29	Unit Paving (New Paver System)	SF	$ 8.46	3590	$ 30,371.40
30	Unit Paving (Install Existing Pavers)	SF	$ 1.80	940	$ 1,692.00
31	8" Wide Concrete Header Curb	LF	$ 23.51	472	$ 11,096.72
32	1'X1- Corten Planter Foubdadion	EA	$ 518.94	6	$ 3,113.64
33	Stone Sculpture Foundation	EA	$ 7,199.81	5	$ 35,999.05
34	4" x 12" Paver edge	EA	$ 11.04	282	$ 3,113.28
35	Metalco Bench Foundadion	EA	$ 518.94	3	$ 1,556.82
36	Olite Boulder Foundation	EA	$ 369.23	19	$ 7,015.37
37	Custim Bench / Planter Foundadion	EA	$ 778.41	7	$ 5,448.87
38	4.5" Concrete / Stained Concrete	SF	$ 43.94	605	$ 26,583.70
39	Misc Concrete and Pads	CY	$ 593.41	4	$ 2,373.64
40	Irrigation	LS	$ 31,496.00	1	$ 31,496.00
41	Gumbo Limbo	EA	$ 800.00	3	$ 2,400.00
42	Japanese Privet	EA	$ 1,500.00	3	$ 4,500.00
43	Mast tree	EA	$ 650.00	7	$ 4,550.00
44	Green Malayan Coconut Palm	EA	$ 1,560.00	9	$ 14,040.00
45	Florida Thatch Palm	EA	$ 850.00	14	$ 11,900.00
46	Medjool Date Palm	EA	$ 7,500.00	4	$ 30,000.00
47	Sylvestris Date Palm	EA	$ 2,400.00	2	$ 4,800.00
48	Triple Alexander Palm	EA	$ 500.00	12	$ 6,000.00
49	Cabbage Palm	EA	$ 225.00	23	$ 5,175.00
50	Dwarf Chenile Plant	EA	$ 6.00	169	$ 1,014.00
51	Java White Copperleaf	EA	$ 6.00	27	$ 162.00
52	Orange Bromeliad	EA	$ 60.00	14	$ 840.00
53	Red Ginger	EA	$ 12.00	63	$ 756.00

54	Foxtail Fern	EA	$ 6.50	73	$ 474.50
55	Red Tip Cocoplum	EA	$ 6.50	96	$ 624.00
56	Hedge Pitch Apple	EA	$ 320.00	17	$ 5,440.00
57	Shoestring Croton	EA	$ 6.50	26	$ 169.00
58	Kiwi Ti Plant	EA	$ 6.50	24	$ 156.00
59	King Alfred Flax Lily	EA	$ 11.00	18	$ 198.00
60	Goldmound Duranta	EA	$ 6.50	85	$ 552.50
61	Green Island Ficus	EA	$ 6.00	476	$ 2,856.00
62	Wart Fern	EA	$ 6.50	419	$ 2,723.50
63	Swiss Cheese Philodendron	EA	$ 65.00	15	$ 975.00
64	Pink Muhly Grass	EA	$ 6.50	135	$ 877.50
65	Walking Iris	EA	$ 8.00	47	$ 376.00
66	Fireball Bromeliad	EA	$ 14.00	34	$ 476.00
67	Hanibal Lector Bromeliad	EA	$ 14.50	6	$ 87.00
68	Variegated Baby Rubber Plant	EA	$ 7.50	54	$ 405.00
69	Wild Coffee	EA	$ 12.00	132	$ 1,584.00
70	Dwarf Wild Coffee	EA	$ 8.00	222	$ 1,776.00
71	Havana Skullcap	EA	$ 10.00	80	$ 800.00
72	Philippine Ground Orchid	EA	$ 12.00	72	$ 864.00
73	Planting Soil	CY	$ 40.00	235	$ 9,400.00
74	Mulch	EA	$ 4.50	700	$ 3,150.00
75	Top Soil and St Augustine "Floratam"	LS	$ 31,025.00	1	$ 31,025.00
76	Wundercover Boxes	EA	$ 2,182.80	8	$ 17,462.40
77	Wundercover Boxes	EA	$ 1,669.20	6	$ 10,015.20
78	Wundercover Boxes / Lift Kit	EA	$ 85.00	1	$ 85.00
79	Wundercover Boxes / Shipping	EA	$ 314.51	1	$ 314.51
80	Wundercover Box Installation	LS	$ 3,600.00	1	$ 3,600.00
81	Metalco Round Litter Bin	EA	$ 1,187.70	6	$ 7,126.20
82	Metalco Round Litter Bin / Adheasive Stickers	EA	$ 50.29	6	$ 301.74
83	Metalco 4V Benches	EA	$ 2,382.89	3	$ 7,148.67
84	Metalco Shipping	EA	$ 2,530.00	1	$ 2,530.00
85	24"x8" Bronze Plaques	EA	$ 465.42	12	$ 5,585.04
86	Planterworx Light House Boulder	EA	$ 6,922.90	3	$ 20,768.70
87	Planterworx Tribeca Bench	EA	$ 4,328.15	7	$ 30,297.05
88	Planterworx Edging System	EA	$ 989.75	6	$ 5,938.50
89	Planterworx Delivery Setup and Prep	EA	$ 1,926.00	1	$ 1,926.00
90	Planterworx Shipping	EA	$ 6,059.00	1	$ 6,059.00
91	Street Life Bike Rack	EA	$ 395.90	3	$ 1,187.70
92	Street Life Bike Rack Small Order Charge	EA	$ 647.35	1	$ 647.35
93	Street Life Bike Rack Shipping	EA	$ 1,020.00	1	$ 1,020.00
94	Olite Boulders 60x24x18	EA	$ 481.50	19	$ 9,148.50
95	Olite Boulders 24x20x4	EA	$ 32.10	9	$ 288.90
96	Olite Boulder Shipping	EA	$ 617.40	1	$ 617.40
97	Installation of Site furnishings	LS	$ 13,450.00	1	$ 13,450.00
98	General Plumbing	LS	$ 15,300.00	1	$ 15,300.00
99	General Electric	LS	$ 211,900.00	1	$ 211,900.00
100	Fixrure Type L-1	EA	Included	3	Included
101	Fixrure Type L-2	EA	Included	3	Included
102	Fixrure Type L-3	EA	Included	12	Included
103	Fixrure Type L-4	EA	Included	8	Included
104	Fixrure Type L-6	EA	Included	4	Included
105	Fixrure Type L-7	EA	Included	19	Included

TOTAL PRICE AMOUNT	$ 1,312,374.85	Rev # 4 Cost

Note: Critical Path Services, Inc. pricing as submitted ("Total Price Amount") is inclusive of and limited to the above noted Scope of Work and Quantities as indicated.

Firm's Name: Critical Path Services, Inc.

Signature: _____

Print Name/Title: Craig Schaffer, Pres.

Email Address: cschaffer@criticalpathgc.com

AGUA
ENVIRONMENTAL CONSULTING

BAP SOIL EXCAVATION AND SOIL DISPOSAL PROPOSAL for FORMER ISLAND STANDARD GAS STATION

Florida Department of Environmental Protection Facility ID 138504998

Prepared for:

Village of Key Biscayne Civic Center Park
530 Crandon Blvd, Village of Key Biscayne, Florida

Prepared by:
AGUA LLC
6216 NW 43rd St, STE B
Gainesville FL 32653
352-745-7733

November 10, 2021

1.0 INTRODUCTION & OVERVIEW

The former Island Standard Service Station ("the site") is in the process of being redeveloped into a community park. The site is located at 530 Crandon Blvd., Key Biscayne, Miami-Dade County, Florida.

The site formerly supported Island Standard/CITGO and Anthony's Automotive businesses. A Discharge Reporting Form (DRF) was submitted to the FDEP on July 18, 1996, after petroleum hydrocarbons were reported in a groundwater monitoring well at the then-active retail gasoline sales and automotive repair facility. This release was determined to be eligible for Florida Petroleum Liability Restoration Insurance Program (PLRIP) funding. After years of assessment, partial cleanup, and monitoring of the petroleum release, the Miami-Dade County Department of Environmental Resource Management's (DERM) has indicated that the petroleum release would be eligible for a No Further Action (NFA) closure if two remaining areas of benzo(a)pyrene (BAP) soil contamination are remediated through soil removal and clean soil replacement (see DERM Supplemental Site Assessment Report comment letter dated September 8, 2021). The two figures provided in **Attachment A** show the DERM required soil excavation boundaries and estimated volume of soil within each planned removal area, respectively. As shown on the second figure, the total volume of BAP impacted soil requiring removal and replacement without any safety factors (S.F.) included was 219 cubic yards (yd^3) or 307 tons of soil.

In addition to the petroleum release, waste oil contamination was also reported for the west section of the site. After years of assessment, cleanup, and monitoring of the waste oil cleanup area, DERM is also considering an NFA closure for this area. It should be noted that arsenic soil results for this area exceeded Florida Department of Environmental Protect (FDEP) Soil Cleanup Target (Levels). However, DERM subsequently determined that the reported arsenic concentrations were within the established background documented for the Miami-Dade County Barrier Islands. As such, DERM determined no proposed arsenic based soil removal was necessary. Proposed site improvements will include trenching and excavation activities in addition to the BAP excavation in both the petroleum cleanup area and the waste cleanup area.

The above information indicates that it may be prudent to dispose of excess soil material that cannot be used on site in a licensed waste disposal facility. As indicated above, 307 tons of BAP soil will require removal and replacement per DERM requirements. Based on excavation estimates provided by the site redevelopment contractor, approximately 1,537 yd^3 non-BAP impacted soil will be excavated during site redevelopment. Their estimates indicate that approximately 35% of this material will not be able to be placed back in its place of excavation because of swelling. Therefore, approximately 538 yd^3 or 753 tons of soil overburden will require reuse at other locations on the subject property or need to be transported off-site and disposed at a licensed waste disposal facility.

Two scenarios that are being considered for the handling of contaminated BAP removal and replacement and soil trenching overburden include:

1. Dispose of BAP impacted soil (338 tons with S.F.) and all trenching overburden soil (829 tons with S.F.) at a waste disposal facility.

2. Dispose of excavated BAP impacted soil (338 tons with S.F.) at a licensed waste disposal facility, backfill BAP excavations with trenching overburden (338 tons with S.F.), and dispose of remaining trenching overburden at a licensed waste disposal facility. The remaining overburden mass after backfilling of BAP excavation with trenching overburden that would require off-site disposal is estimated at 458 tons with S.F. included.

   The technical activities that will be required by DERM and FDEP to implement each of these two scenarios is summarized below. Soil volume and mass estimates for soil excavation, replacement, and disposal at a licensed waste disposal facility, including FDEP safety factors, are included on the attached FDEP Source Removal (SR) Tables. Costs for completing the proposed scopes of work (SOWs) were built up using AGUA's FDEP approved contract rates.

2.0 SOURCE REMOVAL SOWS

2.1 BAP Source Removal, Imported Clean Backfill, and Off-Site Disposal of All Trenching Overburden

The information summarized in this section pertains to above soil handling Scenario One.

The first SR table provided as page one of Attachment B summarizes the amount of soil requiring handling from the BAP excavation:

- The volume of soil excavated and loaded from BAP soil removal areas 1 and 2 will be 219 yd^3.
- The maximum volume and mass of clean soil brought from off site that will be required to backfill the BAP excavation areas is 263 yd^3 or 368 tons including a 20% S.F. for compaction.
- The maximum mass of contaminated soil from the BAP excavation requiring transportation and disposal is 338 tons including a 10% S.F.

The second SR table provided as page 2 of Attachment B summarizes the amount of trenching overburden that will need to be handled:

- The volume and mass of trenching overburden that will require handling and loading is 538 yd^3, or 829 tons with a 10% safety factor.
- The maximum mass of trenching overburden requiring transportation and disposal is 538 yd^3, or 829 tons with a 10% S.F.
- The total mass of soil to be transported and disposed for Scenario 1 is 338 tons (BAP) soil + 829 tons (trenching overburden) = 1,167 tons.

The above amounts correspond to the following SPI Cost Summary Table Task 3 amounts shown below. Complete costs for Scenario 1 are provided on the Scenario 1 Cost Summary Table provided at the back of Attachment B.

- SPI Item 10-8 Conventional Soil Excavation and Loading > 300 cubic yards: 757 yds^3 total (219 yds^3 from BAP excavation plus 538 yds^3 trenching overburden).
- SPI Item 10-14 Clean Backfill Material Compaction and Testing (includes transport) <300 yds: 263 yds^3.
- SPI Item 12-7 Transport Petroleum Impacted Soil (bulk) <= 100 miles: 1,167 tons total (388 tons from BAP soil areas plus 829 tons trenching overburden).
- SPI Item 12-10 Disposal of Petroleum Impacted Soil at a Landfill (bulk) > 450 tons: 1,167 tons (388 tons from BAP soil area plus 829 tons trenching overburden)

It should be noted that the Village will only be invoiced for the documented mass of soil disposed. This amount is weighed and documented by the disposal facility.

As shown on the Cost Summary SPI Table provided at the back of **Attachment B**, the cost to complete the technical activities summarized below is **$113, 883.46.**

Provided below is a summary of required BAP soil removal and replacement activities needed to implement SOW Scenario One.

Site preparation activities including permitting, utility clearance, and equipment mobilization will be conducted prior to initiating excavation activities. AGUA and the selected excavation contractor will meet onsite prior to initiation of the source removal to plan soil staging, truck loading, and ingress and egress locations for the site traffic. Additionally, utility locating personnel will be called to the site to identify all underground utility locations that might affect the excavation.

Soil samples will be collected from the site for pre-burn purposes based on the disposal requirements of the recommended disposal facility. This sampling is likely to only require the analysis of benzene, arsenic, cadmium, chromium and lead using EPA methods 8260 and 6010, as well as TCLP extraction and analysis for each analyte

Also, a sample will be collected from the backfill facility for required analyses of volatile organics via EPA 8260; semi volatiles via EPA 8270, 8081, and 8082; RCRA 8 Metals via EPA 6010 and 7471; and TRPH via FL-PRO.

Prior to the initiation of source removal activities, monitoring well MW-10, which is located within the excavation footprint, will be properly abandoned. A permit for abandonment will be acquired from Miami-Dade Department of Health prior to abandonment activities. The well will be abandoned via the tremie method, with a tremie pipe inserted into the bottom of the well, a grout slurry will be placed into the well, and the tube slowly raised to allow for proper settling. A well completion report will then be submitted to the FDEP upon completion.

As shown on the figures in **Attachment A**, the proposed BAP excavation areas will be dug to a depth of 4 feet below the land surface (bls). All soils in these areas will be removed for disposal at a licensed waste facility.

Excavation activities will be performed utilizing a track-mounted excavator, which will remove the soil from the excavation pit. As numerous soil samples have been collected during assessment activities, and laboratory results from soil samples have demarcated and defined the limit of contaminated soil above SCTLs in the area of soil removal, no confirmation samples will be collected from the source removal areas. Proper sloping will be maintained during excavation activities. Soil will be directly loaded onto trucks for transport to a certified landfill.

Clean backfill will be imported to fill the BAP soil excavation area. The excavation will be compacted with a drum compactor and will be subjected to a proctor test to verify compliance with a 95% compaction goal. The backfill will be procured from a local borrow pit. If required, prior to initiating the source removal, the proposed back fill will be tested as mentioned above per FDEP backfill procedures for volatile organics via EPA 8260; semi volatiles via EPA 8270, 8081, and 8082; RCRA 8 Metals via EPA 6010 and 7471; and TRPH via FL-PRO.

Following completion of the source removal and backfilling, AGUA will ensure that the surface grade is equivalent to the surface grade that existed prior to initiating the excavation

Following completion of the excavation, AGUA will submit a Source Removal Report to DERM documenting the excavation activities. The report will include field notes, photographs, waste manifests, and a figure depicting the final source removal layout. The report will be signed and sealed by a registered professional engineer in the State of Florida.

2.2 BAP Source Removal, Overburden Backfill, and Off-Site Disposal of Remaining Overburden

The information summarized in this section pertains to above soil handling Scenario Two.

The first SR table provided as page one of Attachment C summarizes the amount of soil requiring handling from the BAP excavation:

- The volume of soil excavated and loaded from BAP soil removal areas 1 and 2 will be 219 yd^3.
- The maximum volume and mass trenching overburden required to backfill the BAP excavation areas is 263 yd^3 or 368 tons including a 20% S.F. for compaction.
- The maximum mass of contaminated soil from the BAP excavation requiring transportation and disposal is 338 tons including a 10% S.F.

The second SR table provided as page 2 of Attachment C summarizes the amount of trenching overburden that will need to be handled:

- The volume and mass of trenching overburden that will require handling and loading is 538 yd^3, or 829 tons with a 10% S.F.
- As stated above, 263 yd^3, or 368 tons will be reused as fill in the BAP excavation.

- The maximum mass of trenching overburden requiring transportation and disposal is 297^3, or 458 tons with a 10% S.F.
- The total mass of soil to be transported and disposed for Scenario 2 is 338 tons (BAP) soil + 458 tons (trenching overburden) = 796 tons.

The above amounts correspond to the following SPI Cost Summary Table Task 3 amounts shown below. Complete costs for Scenario 2 are provided on the Scenario 2 Cost Summary Table provided at the back of Attachment C.

- SPI Item 10-8 Conventional Soil Excavation and Loading > 300 cubic yards: 757 yds^3 total (219 yds^3 from BAP excavation plus 538 yds^3 trenching overburden).
- SPI Item 12-7 Transport Petroleum Impacted Soil (bulk) <= 100 miles: 796 tons total (388 tons from BAP soil areas plus 829 tons trenching overburden less 368 tons of trenching overburden reused as fill).
- SPI Item 12-10 Disposal of Petroleum Impacted Soil at a Landfill (bulk) > 450 tons: 796 tons total (388 tons from BAP soil areas plus 829 tons trenching overburden less 368 tons of trenching overburden reused as fill).

It should be noted that the Village will only be invoiced for the documented mass of soil disposed. This amount is weighed and documented by the disposal facility.

As shown on the Cost Summary SPI Table provided at the back of **Attachment C**, the cost to complete the technical activities summarized below is **$81,805.91**

The soil excavation activities required to complete SOW Scenario Two are the same as those for SOW Scenario One, with the exception of the BAP excavations being backfilled with trenching overburden, and only the remaining trenching overburden being transported off-site for disposal in a waste disposal facility.

In addition, as summarized in the Soil Reuse Guidance Document for Miami-Dade County, DERM will need to issue a soil classification letter to allow reuse of the overburden as backfill in the BAP excavation. This will require additional soil testing of the area from which the overburden is taken. The number of samples to be collected and the sampling parameters must be approved by DERM. At a minimum, three discrete and 3 composite samples will need to be collected and analyzed for analytes of concern at the site. The results will be submitted to DERM for approval. If the results do not meet DERM requirements, the soil will need to be transported off-site for disposal in a waste disposal facility and clean backfill brought in as in Scenario One. If only three samples are collected and analyzed, the analytical costs would be similar to those shown on the Scenario 1 Cost Summary Table. Provided in Attachment D is a copy of the DERM Reuse Document.

Please do not hesitate to contact Mr. James Hirsch with questions/comments regarding the proposed SOWs and attached information.

Sincerely,

AGUA LLC

Prepared by

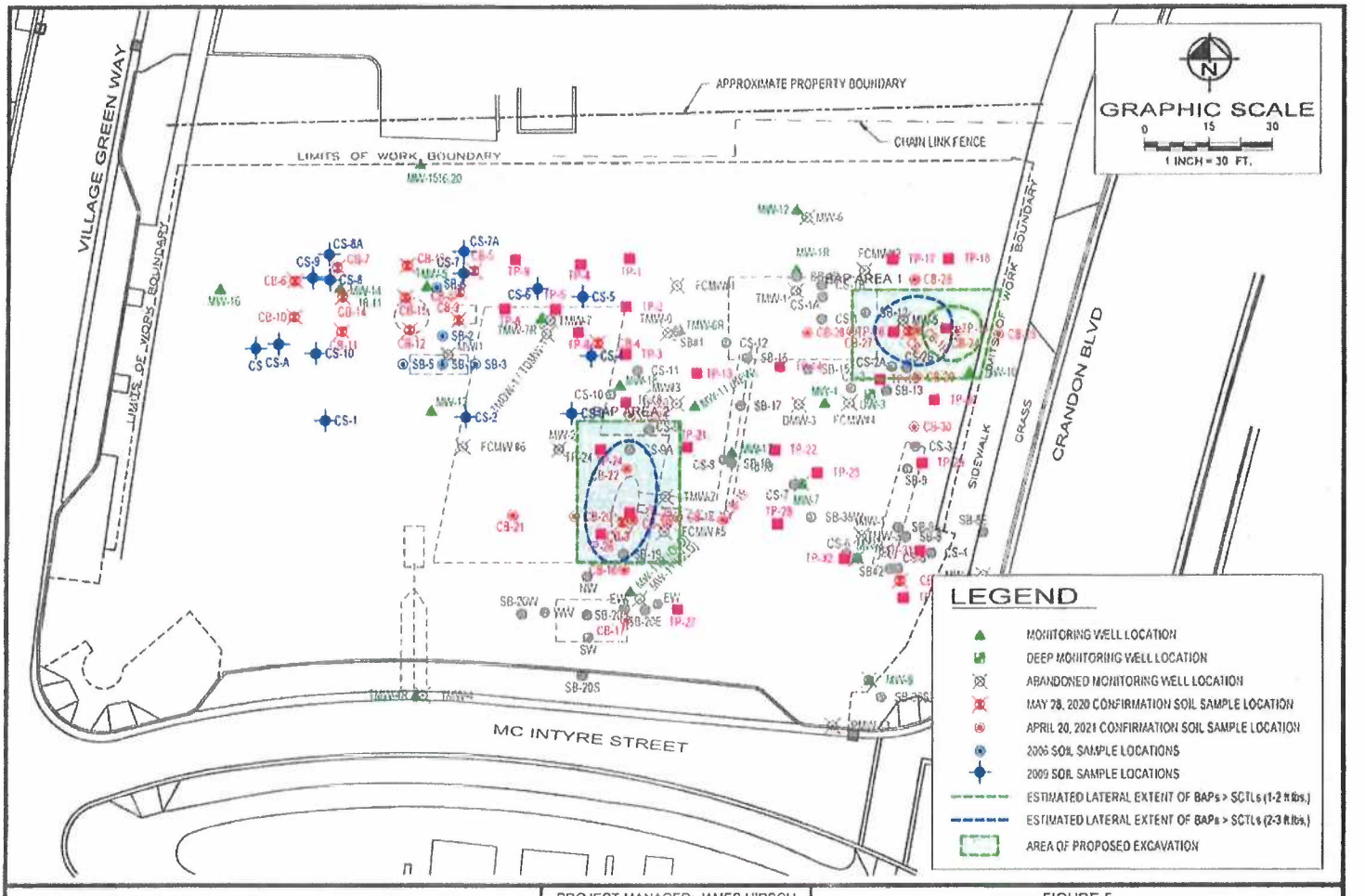
James D. Hirsch, M.S., P.G.
Principal Hydrogeologist

ATTACHMENTS

Attachment A:	BAP Soil Excavation Figures
Attachment B:	Soil Excavation Scenario One SR and SPI Cost Tables
Attachment C:	Soil Excavation Scenario Two SR and SPI Cost Tables
Attachment D:	Soil Reuse Guidance Document for Miami-Dade County

ATTACHMENT A

BAP Soil Excavation Figures

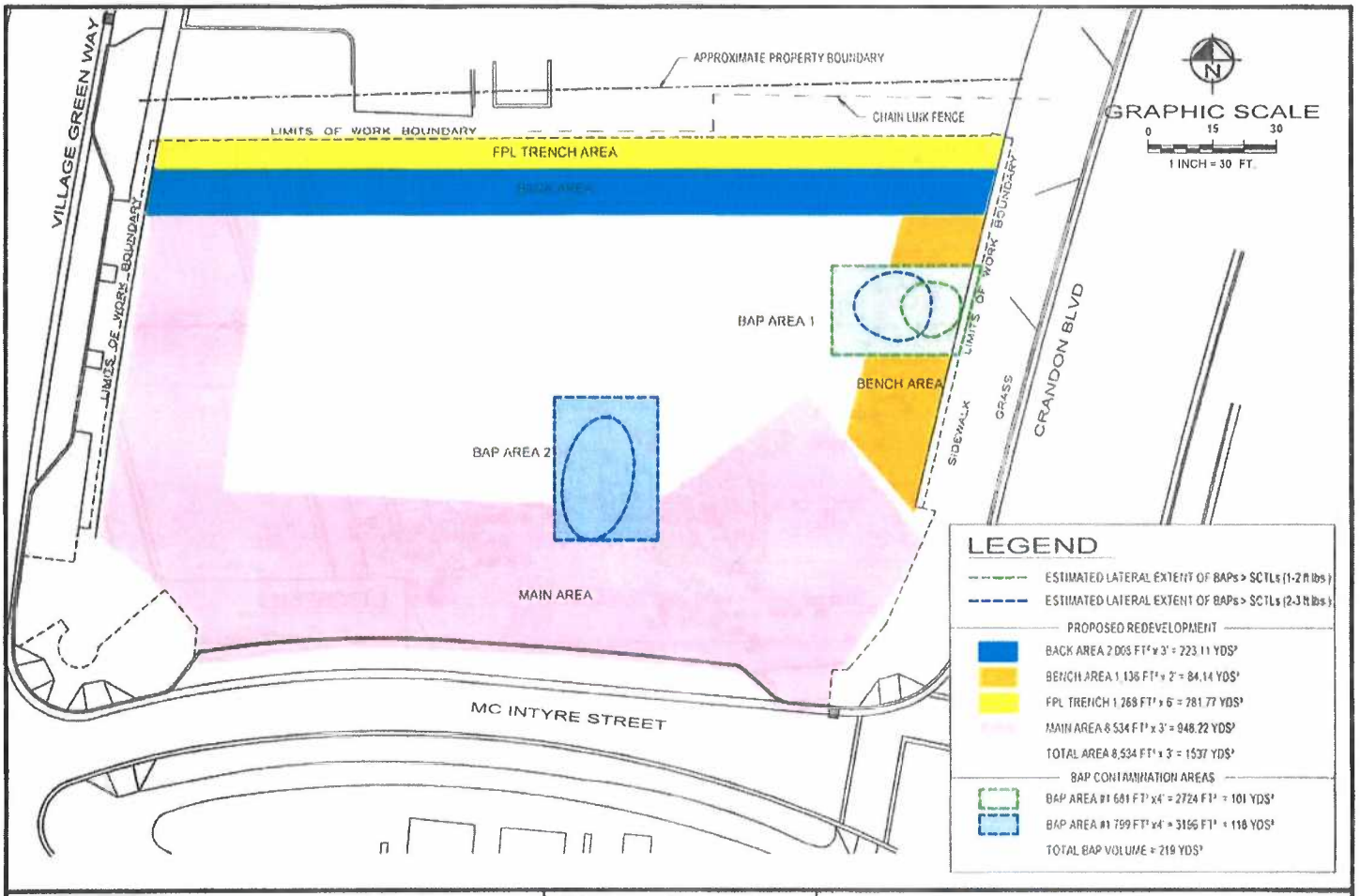


AGUA ENVIRONMENTAL CONSULTING

6216 NW 43rd STREET
SUITE B
GAINESVILLE, FL 32653
PHONE (352) 745-7733

PROJECT MANAGER: JAMES HIRSCH			
APPROXIMATE SCALE: 1" = 30'			
DRN BY:	R.T.	DRN DATE:	8/5/2021
CHK BY:	J.H.	CHK DATE:	8/5/2021
APPVD BY:	J.H.	APPVD DATE:	8/5/2021

FIGURE 5
ESTIMATED LATERAL EXTENT OF BAPS EXCEEDING SCTLS
(MAY 28, 2020 AND APRIL 20, 2021) AND PROPOSED SOIL EXCAVATION BOUNDARIES
ISLAND STANDARD STATION
530 CRANDON BLVD
KEY BISCAYNE, FL
FDEP FAC. ID# 13/8504998



AGUA ENVIRONMENTAL CONSULTING

6216 NW 43rd STREET
SUITE B
GAINESVILLE, FL 32653
PHONE: (352) 745- 7733

PROJECT MANAGER: JAMES HIRSCH			
APPROXIMATE SCALE: 1" = 30'			
DRN BY:	R T	DRN DATE:	8/5/2021
CHK BY:	J H	CHK DATE:	8/5/2021
APPVD BY:	J H	APPVD DATE:	8/5/2021

FIGURE 6

EXCAVATION PLAN

FORMER ISLAND STANDARD STATION
530 CRANDON BLVD
KEY BISCAYNE, FL
FDEP FAC. ID# 13/8504998

ATTACHMENT B

Soil Excavation Scenario One SR and SPI Cost Tables

FDEP Facility ID#: 138504998 **STCM Facility Name:** Island Standard Station

Any blank fields are not applicable to the scope of work. Scenario 1A - BAP Soil Disposal and Fill Summary

Source Removal Table

SPI Section 10

Sheet Piling

Sheet Piling Length (feet)	
Sheet Piling Depth (feet)	
Sheet Piling Area (square feet†)	0
Sheet Piling Duration (number of days/weeks/months)	

Conventional Excavation Volume	Area 1	Area 2	Area 3	Total
Excavation Length (feet)	26	28.2		
Excavation Width (feet)	26	28.2		
Excavation Area (square feet)	676	795	0	
Excavation Depth (feet)	4	4		
Maximum Excavation Volume (cubic yards†)	**101**	**118**	**0**	**219**

LDA Excavation Volume*	Area 1	Area 2	Area 3	Total
Diameter of LDA (feet)				
LDA boring area (square feet)	0.0	0.0	0.0	
LDA Depth (feet)				
One LDA boring volume - (cubic yards)	0.0	0.0	0.0	
Number of LDA borings				
Maximum Excavation Volume* (cubic yards†)	**0**	**0**	**0**	**0**

Flowable Fill, Backfill, Clean Overburden, Pea Gravel, #57 Stone

Flowable Fill Based on Maximum Volume (cubic yards)	0	
Flowable Fill to allow for Contingency (10%) (cubic yards)	0	
Maximum Clean Backfill Volume (cubic yards†)	**0**	
Clean Backfill based on Maximum Excavation (cubic yards)	219	
Clean Backfill to allow for Compaction (20%) (cubic yards)	44	
Clean Overburden for Reuse (cubic yards)		
Pea Gravel or #57 Stone (cubic yards)		*(enter 0 tons† in SPI)*
Maximum Clean Backfill Volume (cubic yards†)	**263**	or 368 Tons

Dewatering

Groundwater Treatment Technology	
Number of Dewatering Points	
Depth of Dewatering Points	
Point of Discharge	
Permits Required? (NPDES, Local, etc)	
Dewatering Duration (number of days/weeks/months)	

SPI Section 12

Surface Removal

Concrete Removal and Loading (square feet)	
Concrete Removal and Loading >4" (square feet)	
Asphalt Removal and Loading (square feet)	
Mixed Debris for Transport and Disposal (tons†)	0

Transport and Disposal

Maximum Excavation Mass @ 1.4 tons/cy (tons)	306.6
Contingent Transport and Disposal (10%) (tons)	30.7
Maximum Transport and Disposal (tons†)	**338**

SPI Section 13

Resurfacing

Asphalt Paving 2" thickness (square feet)	0	*(calculation includes 10% contingency)*
Asphalt Paving additional 1" thickness (square feet)		
Concrete Paving 4" thickness (square feet)	0	*(calculation includes 10% contingency)*
Concrete Paving additional 1" thickness (square feet)		
Grass - Sod or Seed and Mulch (square feet)		

Notes:

Area 1 = Smaller BAP Source Removal Area. Area 2 = Larger BAP Source Removal Area.

Total Soil Disposal Mass for Scenario 1 is 338 Tons of BAP Soil + 829 Tons of Trenching Overburden = 1,167 Tons

† Values are rounded up to the next whole number.

FDEP Facility ID#: 138504998 **STCM Facility Name:** Island Standard Station

Any blank fields are not applicable to the scope of work Scenario 1B - Non BAP Impacted Soil Disposal

Source Removal Table

SPI Section 10

Sheet Piling

Sheet Piling Length (feet)	
Sheet Piling Depth (feet)	
Sheet Piling Area (square feet†)	**0**
Sheet Piling Duration (number of days/weeks/months)	

Conventional Excavation Volume	**Area 1**	**Area 2**	**Area 3**	**Total**
Excavation Length (feet)			60.3	
Excavation Width (feet)			60.2	
Excavation Area (square feet)	0	0	3630	
Excavation Depth (feet)			4	
Maximum Excavation Volume (cubic yards†)	**0**	**0**	**538**	**538**

LDA Excavation Volume*	**Area 1**	**Area 2**	**Area 3**	**Total**
Diameter of LDA (feet)				
LDA boring area (square feet)	0.0	0.0	0.0	
LDA Depth (feet)				
One LDA boring volume - (cubic yards)	0.0	0.0	0.0	
Number of LDA borings				
Maximum Excavation Volume* (cubic yards†)	**0**	**0**	**0**	**0**

Flowable Fill, Backfill, Clean Overburden, Pea Gravel, #57 Stone

Flowable Fill Based on Maximum Volume (cubic yards)	0	
Flowable Fill to allow for Contingency (10%) (cubic yards)	0	
Maximum Clean Backfill Volume (cubic yards†)	**0**	
Clean Backfill based on Maximum Excavation (cubic yards)		
Clean Backfill to allow for Compaction (20%) (cubic yards)		
Clean Overburden for Reuse (cubic yards)		
Pea Gravel or #57 Stone (cubic yards)		*(enter 0 tons† in SPI)*
Maximum Clean Backfill Volume (cubic yards†)		

Dewatering

Groundwater Treatment Technology		
Number of Dewatering Points		
Depth of Dewatering Points		
Point of Discharge		
Permits Required? (NPDES, Local, etc)		
Dewatering Duration (number of days/weeks/months)		

SPI Section 12

Surface Removal

Concrete Removal and Loading (square feet)		
Concrete Removal and Loading >4" (square feet)		
Asphalt Removal and Loading (square feet)		
Mixed Debris for Transport and Disposal (tons†)	**0**	

Transport and Disposal

Maximum Excavation Mass @ 1.4 tons/cy (tons)	753.2	
Contingent Transport and Disposal (10%) (tons)	75.3	
Maximum Transport and Disposal (tons†)	**829**	

SPI Section 13

Resurfacing

Asphalt Paving 2" thickness (square feet).	0	*(calculation includes 10% contingency)*
Asphalt Paving additional 1" thickness (square feet).		
Concrete Paving 4" thickness (square feet)	0	*(calculation includes 10% contingency)*
Concrete Paving additional 1" thickness (square feet)		
Grass - Sod or Seed and Mulch (square feet)		

Notes:

Area 3 = Trenching Overburden.

Total Soil Disposal Mass for Scenario 1 is 338 Tons BAP Soil + 829 Tons of Trenching Overburden = 1,167 Tons

† Values are rounded up to the next whole number.

Facility Name: Former Island Standard Station
7-Digit Facility ID #: 8504998
County: 13
Region: South
Site Manager Name: Roberto Rodriguez
Site Manager Phone:
Site Manager Email:

Contractor: AHS-GEAR LLC
CID #: 01395
Contract #: GC000
SPI ID #: 19951

Retainage %: 5%
FDEP Cost Share %: 100.00%
Total Extended Cost: $ 113,895.46
Without Handling Fee: $ 113,883.46

Purchase Order:
Download Date: 8/19/20 16:07
Assignment Type: SCOPE

Transition Agreement: ○ Yes ◉ No

			PO Rate Sheet			Previously Invoiced	This Invoice		Balance
PAY ITEM	DESCRIPTION	UNIT OF MEASURE	UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS
Task 1									
1-2.a.	Site Health & Safety Plan for Continued Work (no cost to FDEP)	Per Site	1	$ -	$ -	0	0	$ -	1
		RETAINAGE			$ -	$ -		$ -	$ -
		SUBTOTAL			$ -	$ -		$ -	$ -
Task 2									
1-4	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable*	200	$ 1.00	$ 200.00	0	0	$ -	200
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	200	$ 0.06	$ 12.00	0	0	$ -	200
3-2	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - > 100 miles each way	Per Round Trip	3	$ 600.00	$ 1,800.00	0	0	$ -	3
3-4.	Heavy Duty/Stakebod Truck (3/4 ton +) - > 100 miles each way	Per Round Trip	2	$ 682.50	$ 1,365.00	0	0	$ -	2
7-1.	Grout and Abandon Well, 1 to 2 inch diameter	Per Foot	12	$ 12.12	$ 145.44	0	0	$ -	12
8-6.	Soil/Sediment Sample Collection	Per Sample	5	$ 52.50	$ 262.50	0	0	$ -	5
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	$ 52.50	$ 52.50	0	0	$ -	1
9-4.	Soil, BTEX + MTBE + VOHs (EPA 8021 or EPA 8260)	Per Sample	5	$ 93.45	$ 467.25	0	0	$ -	5
9-7.	Soil, Priority Pollutant Extractable Organics-Base Neutral and Acid Extractables (EPA 8270 list [e.g., EPA 8081/8082 + EPA 8270])	Per Sample	2	$ 157.50	$ 315.00	0	0	$ -	2
9-8.	Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	2	$ 78.75	$ 157.50	0	0	$ -	2
9-9.	Soil, PCBs [or Aroclors] (EPA 8082)	Per Sample	2	$ 70.00	$ 140.00	0	0	$ -	2
9-10.	Soil, 8 RCRA Metals (EPA 6010 or EPA 6020 [Arsenic, Barium, Cadmium, Chromium, Lead, Selenium, Silver] and EPA 6020 or EPA 7471 [Mercury])	Per Sample	2	$ 68.25	$ 136.50	0	0	$ -	2
9-11.	Soil, Arsenic (EPA 6010 or EPA 6020)	Per Sample	3	$ 12.43	$ 37.29	0	0	$ -	3
9-12.	Soil, Cadmium (EPA 6010 or EPA 6020)	Per Sample	3	$ 12.43	$ 37.29	0	0	$ -	3
9-13.	Soil, Chromium (EPA 6010 or EPA 6020)	Per Sample	3	$ 12.43	$ 37.29	0	0	$ -	3
9-14.	Soil, Lead (EPA 6010 or EPA 6020)	Per Sample	3	$ 12.43	$ 37.29	0	0	$ -	3
9-15.	Soil, Toxicity Characteristic Leaching Procedure-Extraction Only (EPA 1311)	Per Sample	6	$ 61.25	$ 367.50	0	0	$ -	6
9-38.	Water, Arsenic, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	Per Sample	3	$ 11.90	$ 35.70	0	0	$ -	3
9-41.	Water, Lead, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	Per Sample	3	$ 11.90	$ 35.70	0	0	$ -	3
19-26.	Well Abandonment/Site Restoration Report	Per Report	1	$ 262.50	$ 262.50	0	0	$ -	1
20-6	Scientist/Technical Specialist (Key)	Per Hour	2	$ 75.83	$ 151.66	0	0	$ -	2
		RETAINAGE			$ 302.80	$ -		$ -	$ 302.80
		SUBTOTAL			$ 6,055.91	$ -		$ -	$ 6,055.91
Task 3									
3-2.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - > 100 miles each way	Per Round Trip	2	$ 600.00	$ 1,200.00	0	0	$ -	2
3-4.	Heavy Duty/Stakebod Truck (3/4 ton +) - > 100 miles each way	Per Round Trip	2	$ 682.50	$ 1,365.00	0	0	$ -	2
3-12.	Excavator Mobilization - > 100 miles each way	Per Round Trip	1	$ 750.00	$ 750.00	0	0	$ -	1
3-16.	Loader/Backhoe Mobilization - > 100 miles each way	Per Round Trip	1	$ 367.50	$ 367.50	0	0	$ -	1
3-20.	Drum Compactor mobilization - > 100 miles each way	Per Round Trip	1	$ 525.00	$ 525.00	0	0	$ -	1

Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET

			PO Rate Sheet			Previously Invoiced	This Invoice		Balance
PAY ITEM	DESCRIPTION	UNIT OF MEASURE	UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS
4-1.a	Per Diem - For travel > 1 consecutive day (prorated in quarter day increments in accordance with 112.061, F.S.) - Travel Voucher required and quoted rate should be per person per day	Per Person, Per Day	6	$ 80.00	$ 480.00	0	0	$ -	6
10-8.	Conventional Soil Excavation and Loading > 300 cubic yards	Per Cubic Yard	757	$ 23.10	$ 17,486.70	0	0	$ -	757
10-15.	Clean Backfill Material, Compaction and Testing (includes transport) > 300 cubic yards	Per Cubic Yard	0	$ 36.75	$ -	0	0	$ -	0
12-7.	Transport Petroleum Impacted Soil (bulk) ≤ 100 miles	Per Ton	1167	$ 26.72	$ 31,182.24	0	0	$ -	1167
12-10	Disposal of Petroleum Impacted Soil at a Landfill (bulk) > 450 tons	Per Ton	1167	$ 36.58	$ 42,688.86	0	0	$ -	1167
19-1.	Soil Source Removal Report	Per Report	1	$ 1,575.00	$ 1,575.00	0	0	$ -	1
21-13	P.G. or P.E. Review, Evaluation and Certification of a Soil Source Removal Report That Includes a Recommendation for NFA	Per Report	1	$ 554.00	$ 554.00	0	0	$ -	1
		RETAINAGE			$ 5,391.98	$ -		$ -	$ 5,391.98
		SUBTOTAL			$ 107,839.55	$ -		$ -	$ 107,839.55
		TOTAL COST			$ 113,895.46	$ -		$ -	$ 113,895.46
				Owner Cost Share:	$ -	$ -		$ -	$ -
				FDEP Cost Share:	$ 113,895.46	$ -		$ -	$ 113,895.46
				Retainage:	$ 5,694.77	$ -		$ -	$ 5,694.77
				FDEP Loss Retainage:	$ 108,200.69	$ -		$ -	$ 108,200.69

Version: 11.0

Site Manager Approval:

Print Name

Signature

Date of Review Letter

ATTACHMENT C

Soil Excavation Scenario Two SR and SPI Cost Tables

FDEP Facility ID#: 138504998 STCM Facility Name: Island Standard Station

Scenario 2A - BAP Impacted Soil Disposal with Soil Overburden Fill

Any blank fields are not applicable to the scope of work

Source Removal Table

SPI Section 10

Sheet Piling

Sheet Piling Length (feet)	
Sheet Piling Depth (feet)	
Sheet Piling Area (square feet†)	**0**
Sheet Piling Duration (number of days/weeks/months)	

Conventional Excavation Volume	**Area 1**	**Area 2**	**Area 3**	**Total**
Excavation Length (feet)	26	28.2		
Excavation Width (feet)	26	28.2		
Excavation Area (square feet)	676	795	0	
Excavation Depth (feet)	4	4		
Maximum Excavation Volume (cubic yards†)	**101**	**118**	**0**	**219**

LDA Excavation Volume*	**Area 1**	**Area 2**	**Area 3**	**Total**
Diameter of LDA (feet)				
LDA boring area (square feet)	0.0	0.0	0.0	
LDA Depth (feet)				
One LDA boring volume - (cubic yards)	0.0	0.0	0.0	
Number of LDA borings				
Maximum Excavation Volume* (cubic yards†)	**0**	**0**	**0**	**0**

Flowable Fill, Backfill, Clean Overburden, Pea Gravel, #57 Stone

Flowable Fill Based on Maximum Volume (cubic yards)	0
Flowable Fill to allow for Contingency (10%) (cubic yards)	0
Maximum Clean Backfill Volume (cubic yards†)	**0**
Clean Backfill based on Maximum Excavation (cubic yards)	219
Clean Backfill to allow for Compaction (20%) (cubic yards)	44
Clean Overburden for Reuse (cubic yards)	263
Pea Gravel or #57 Stone (cubic yards)	
Maximum Clean Backfill Volume (cubic yards†)	0

or 368 Tons
(enter 0 tons† in SPI)

Dewatering

Groundwater Treatment Technology	
Number of Dewatering Points	
Depth of Dewatering Points	
Point of Discharge	
Permits Required? (NPDES, Local, etc)	
Dewatering Duration (number of days/weeks/months)	

SPI Section 12

Surface Removal

Concrete Removal and Loading (square feet)	
Concrete Removal and Loading >4" (square feet)	
Asphalt Removal and Loading (square feet)	
Mixed Debris for Transport and Disposal (tons†)	**0**

Transport and Disposal

Maximum Excavation Mass @ 1.4 tons/cy (tons)	306.6
Contingent Transport and Disposal (10%) (tons)	30.7
Maximum Transport and Disposal (tons†)	338

SPI Section 13

Resurfacing

Asphalt Paving 2" thickness (square feet).	**0**	*(calculation includes 10% contingency)*
Asphalt Paving additional 1" thickness (square feet).		
Concrete Paving 4" thickness (square feet)	**0**	*(calculation includes 10% contingency)*
Concrete Paving additional 1" thickness (square feet)		
Grass - Sod or Seed and Mulch (square feet)		

Notes:

Area 1 = Smaller BAP Source Removal Area. Area 2 = Larger BAP Source Removal Area. No Clean Imported Backfill. Area 1 & 2 Backfilled with Overburden from Trenching.

Total Soil Disposal Mass for Scenario 2 is 338 Tons of BAP Soil + 458 Tons of Leftover Trenching Overburden = 796 Tons.

† Values are rounded up to the next whole number.

FDEP Facility ID#: 138504998 **STCM Facility Name:** Island Standard Station

Any blank fields are not applicable to the scope of work.

Source Removal Table

SPI Section 10

Sheet Piling

Sheet Piling Length (feet)	
Sheet Piling Depth (feet)	
Sheet Piling Area (square feet†)	**0**
Sheet Piling Duration (number of days/weeks/months)	

Conventional Excavation Volume	Area 1	Area 2	Area 3	Total
Excavation Length (feet)			60.3	
Excavation Width (feet)			60.2	
Excavation Area (square feet)	0	0	3630	
Excavation Depth (feet)			4	
Maximum Excavation Volume (cubic yards†)	**0**	**0**	**538**	**538**

LDA Excavation Volume*	Area 1	Area 2	Area 3	Total
Diameter of LDA (feet)				
LDA boring area (square feet)	0.0	0.0	0.0	
LDA Depth (feet)				
One LDA boring volume - (cubic yards)	0.0	0.0	0.0	
Number of LDA borings				
Maximum Excavation Volume* (cubic yards†)	**0**	**0**	**0**	**0**

Flowable Fill, Backfill, Clean Overburden, Pea Gravel, #57 Stone

Flowable Fill Based on Maximum Volume (cubic yards)	0	
Flowable Fill to allow for Contingency (10%) (cubic yards)	0	
Maximum Clean Backfill Volume (cubic yards†)	**0**	
Clean Backfill based on Maximum Excavation (cubic yards)		
Clean Backfill to allow for Compaction (20%) (cubic yards)		
Clean Overburden for Reuse (cubic yards)		
Pea Gravel or #57 Stone (cubic yards)		*(enter 0 tons† in SPI)*
Maximum Clean Backfill Volume (cubic yards†)		

Dewatering

Groundwater Treatment Technology		
Number of Dewatering Points		
Depth of Dewatering Points		
Point of Discharge		
Permits Required? (NPDES, Local, etc)		
Dewatering Duration (number of days/weeks/months)		

SPI Section 12

Surface Removal

Concrete Removal and Loading (square feet)	
Concrete Removal and Loading >4" (square feet)	
Asphalt Removal and Loading (square feet)	
Mixed Debris for Transport and Disposal (tons†)	**0**

Transport and Disposal

Maximum Excavation Mass @ 1.4 tons/cy (tons)	415.8
Contingent Transport and Disposal (10%) (tons)	41.6
Maximum Transport and Disposal (tons†)	458

SPI Section 13

Resurfacing

Asphalt Paving 2" thickness (square feet).	**0**	*(calculation includes 10% contingency)*
Asphalt Paving additional 1" thickness (square feet).		
Concrete Paving 4" thickness (square feet)	**0**	*(calculation includes 10% contingency)*
Concrete Paving additional 1" thickness (square feet)		
Grass - Sod or Seed and Mulch (square feet)		

Notes:

Area 1 = Smaller BAP Source Removal Area. Area 2 = Larger BAP Source Removal Area. No Clean Imported Backfill. Area 1 & 2 Backfilled with Overburden from Trenching Summarized Above.
Area 3 = Trenching overburden
Total soil disposal mass for scenario 2 is 338 tons of BAP soil + 458 tons of leftover trenching overburden = 796 tons

† Values are rounded up to the next whole number.

Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS WORKSHEET

Facility Name: Former Island Standard Station
7-Digit Facility ID #: 8504998
County: 13
Region: South
Site Manager Name: Roberto Rodriguez
Site Manager Phone:
Site Manager Email:

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	CONTRACTED ITEM PRICE	NEGOTIATED ITEM PRICE	TOTAL QUANTITIES	☑ TASK 1 QUANT.	☑ TASK 2 QUANT.	☑ TASK 3 QUANT.	☐ TASK 4 QUANT.	☐ TASK 5 QUANT.	☐ TASK 6 QUANT.	☐ TASK 7 QUANT.	☐ TASK 8 QUANT.	☐ TASK 9 QUANT.	☐ TASK 10 QUANT.
1-2 a	Site Health & Safety Plan for Continued Work (no cost to FDEP)	Per Site	$ -	$	1	1									
1-4	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable*	$ 1 00	$ 1 00	200		200								
1-7	6% Handling Fee for Cost Reimbursable Items	% Surcharge	$ 0 06	$ 0 06	1200	0	200	1000	0	0	0	0	0	0	0
3-2	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - > 100 miles each way	Per Round Trip	$ 600 00	$ 600 00	5		3	2							
3-4	Heavy Duty/Stakebed Truck (3/4 ton +) - > 100 miles each way	Per Round Trip	$ 682 50	$ 682 50	4		2	2							
3-12	Excavator Mobilization - > 100 miles each way	Per Round Trip	$ 750 00	$ 750 00	1			1							
3-16	Loader/Backhoe Mobilization - > 100 miles each way	Per Round Trip	$ 367 50	$ 367 50	1			1							
3-20	Drum Compactor mobilization - > 100 miles each way	Per Round Trip	$ 525 00	$ 525 00	1			1							
4-1 a	Per Diem - For travel > 1 consecutive day (prorated in quarter day increments in accordance with 112 061, F S) - Travel Voucher required and quoted rate should be per person per day	Per Person Per Day	$ 80 00	$ 80 00	6			6							
7-1	Grout and Abandon Well, 1 to 2 inch diameter	Per Foot	$ 12 12	$ 12 12	12		12								
8-6	Soil/Sediment Sample Collection	Per Sample	$ 52 50	$ 52 50	5		5								
8-11	Electronic Data Deliverables (EDD)	Per Sampling Event	$ 52 50	$ 52 50	1		1								
9-4	Soil, BTEX + MTBE + VOHs (EPA 8021 or EPA 8260)	Per Sample	$ 93 45	$ 93 45	5		5								
9-7	Soil, Priority Pollutant Extractable Organics-Base Neutral and Acid Extractables (EPA 8270 list [e g , EPA 8081/8082 + EPA 8270])	Per Sample	$ 157 50	$ 157 50	2		2								
9-8	Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	$ 78 75	$ 78 75	2		2								
9-9	Soil, PCBs (or Aroclors) (EPA 8082)	Per Sample	$ 70 00	$ 70 00	2		2								
9-10	Soil, 8 RCRA Metals (EPA 6010 or EPA 6020 (Arsenic, Barium, Cadmium, Chromium, Lead, Selenium, Silver) and EPA 6020 or EPA 7471 (Mercury))	Per Sample	$ 68 25	$ 68 25	2		2								
9-11	Soil, Arsenic (EPA 6010 or EPA 6020)	Per Sample	$ 12 43	$ 12 43	3		3								
9-12	Soil, Cadmium (EPA 6010 or EPA 6020)	Per Sample	$ 12 43	$ 12 43	3		3								
9-13	Soil, Chromium (EPA 6010 or EPA 6020)	Per Sample	$ 12 43	$ 12 43	3		3								
9-14	Soil, Lead (EPA 6010 or EPA 6020)	Per Sample	$ 12 43	$ 12 43	3		3								
9-15	Soil, Toxicity Characteristic Leaching Procedure Extraction Only (EPA 1311)	Per Sample	$ 61 25	$ 61 25	6		6								
9-38	Water, Arsenic, Total (EPA 200 7, EPA 200 8, EPA 6010 or EPA 6020)	Per Sample	$ 11 90	$ 11 90	3		3								
9-41	Water, Lead, Total (EPA 200 7, EPA 200 8, EPA 6010 or EPA 6020)	Per Sample	$ 11 90	$ 11 90	3		3								
10-8	Conventional Soil Excavation and Loading > 300 cubic yards	Per Cubic Yard	$ 23 10	$ 23 10	757			757							

Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS WORKSHEET

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	CONTRACTED ITEM PRICE	NEGOTIATED ITEM PRICE	TOTAL QUANTITIES	TASK 1 QUANT	TASK 2 QUANT	TASK 3 QUANT	TASK 4 QUANT	TASK 5 QUANT	TASK 6 QUANT	TASK 7 QUANT	TASK 8 QUANT	TASK 9 QUANT	TASK 10 QUANT
12-7	Transport Petroleum Impacted Soil (bulk) ≤ 100 miles	Per Ton	$ 26.72	$ 26.72	796			796							
12-10	Disposal of Petroleum Impacted Soil at a Landfill (bulk) > 450 tons	Per Ton	$ 36.58	$ 36.58	796			796							
19-1	Soil Source Removal Report	Per Report	$ 1,575.00	$ 1,575.00	1			1							
19-26	Well Abandonment/Site Restoration Report	Per Report	$ 262.50	$ 262.50	1		1								
20-5	Scientist/Technical Specialist (Key)	Per Hour	$ 75.83	$ 75.83	2		2								
21-13	P.G. or P.E. Review, Evaluation and Certification of a Soil Source Removal Report That Includes a Recommendation for NFA	Per Report	$ 554.00	$ 554.00	1			1							
22-1	Compaction Testing (estimated)	Reimbursable*	$ 1.00	$ 1.00	1000			1000							

Version 1.1.0

*For reimbursable pay items the cost listed is a "not to exceed" amount. Fees will be reimbursed for the pay item based on the actual invoice. Please note, the unit of measure for these items will be displayed as dollars for invoicing purposes. Please refer to the Scope of Work for additional description of these items.

ATTACHMENT D

Soil Reuse Guidance Document for Miami-Dade County

SOIL REUSE GUIDANCE FOR MIAMI-DADE COUNTY

This guidance document provides general guidelines for obtaining soil classification letters from DERM for the purpose of evaluating reuse options.

Applicability

This guidance is applicable to the reuse of soil within Miami-Dade County and is consistent with the Chapter 24, Code of Miami-Dade County ("the Code") risk based corrective action (RBCA) provisions.

Soil Classification Letters

DERM will issue soil classification letters upon request, but will not approve specific soil reuse locations. It is the responsibility of the generator and receiver to reuse the soil in accordance with the conditions set forth in this guidance and all applicable federal, state and local regulations. The following information shall be submitted to DERM to obtain a soil classification letter:

1. source location of the soil, including information such as the site address and any DERM permit numbers;

2. information regarding potential sources of contamination present at the source location and, based upon this information, a list of potential contaminants of concern (COCs), as described in General Comment No. 2;

3. amount of soil to be reused (in cubic yards or tons); and

4. appropriate analytical results (e.g., total, SPLP, TCLP, TRPH speciation, etc.) from a sufficient number of samples (see Soil Reuse Options and General Comment No. 1 below), including chain of custody forms, original laboratory records, a summary of the sampling protocol, and a project map with sampling locations. Be advised that all analytical results (except SPLP and TCLP results) shall be reported on a dry weight basis.

Soil Re-Use Options

Based upon the analytical results, the reuse options shall be determined in accordance with the guidelines that follow.

1. Clean Soil:

   a. Soil is classified as clean soil if concentrations of the COCs are less than or equal to one or more of the following:

      i. the practical quantitation limits (PQLs),

      ii. the DERM-established background concentrations in the following table:

Chemical Name	Natural Background Concentration (mg/kg)	Chemical Name	Natural Background Concentration (mg/kg)
Arsenic	1.2	Lead	26
Aluminum	2656	Manganese	55
Barium	7	Mercury	0.08
Cadmium	0.1	Nickel	2.1
Chromium	6.8	Selenium*	<0.45
Copper	4.1	Silver*	<0.025
Iron	2176	Zinc	12

Note: This table is not a list of required sampling parameters (please see General Comment No. 2 of this guidance).

* The data for selenium and silver were not analyzed statistically because all of the selenium results were below the detection limit and silver was detected in only one sample.

      iii. DERM-approved, site-specific natural background concentrations within the vicinity of the source site established using the Natural Background Guidance (RBCA Guidance No. 7C).

   b. Clean Soil may be reused anywhere within Miami-Dade County without restrictions. Be advised, however, that the applicable permits and approvals (e.g, DERM permit, Planning and Zoning approval, etc.) must be obtained prior to filling operations in wetlands (e.g., dredge and fill permit) and surface waters (e.g., lakefill permit).

2. Residential Soil:

   a. Soil is classified as residential soil if concentrations of the COCs are less than or equal to the residential direct exposure soil cleanup target levels (CTLs), the groundwater leachability-based soil CTLs, the fresh surface water leachability-based soil CTLs, and the marine surface water leachability-based soil CTLs

specified in Table 2 of the RBCA ordinance (Section 24-11.1(2)(E)(5)(b) of the Code).

As appropriate, the direct exposure soil CTLs shall be adjusted to account for additive effects of multiple contaminants (Section 24-11.1(2)(J)(1)(e) of the Code). The DERM Technical Report: Development of Cleanup Target Levels (CTLs) for Chapter 24, Code of Miami-Dade County, Florida, October 20, 2000 ("Technical Report") provides guidance for addressing additive effects.

In addition, the following RBCA options are available:

i. Direct leachate testing may be conducted when the groundwater, fresh surface water, or marine surface water leachability-based soil CTLs specified in Table 2 of the RBCA ordinance are exceeded (see Section 24-11.1(2)(E)(2) of the Code). Direct leachate testing shall be performed using USEPA Method 1312, Synthetic Precipitation Leaching Procedure (SPLP) or, if waste oil is present, USEPA Method 1311, Toxicity Characteristic Leaching Procedure (TCLP). If the leachate test results are less than or equal to the groundwater, fresh surface water and marine surface water CTLs specified in Table 1 of the RBCA ordinance (Section 24-11.1(2)(E)(5)(a) of the Code), then the leachate test results shall be utilized in lieu of the leachability-based soil CTLs. Be advised, however, that the leachate test results do not replace the residential direct exposure soil CTLs.

ii. Alternative soil CTLs for TRPH may be derived based upon the site-specific composition of TRPH (see Section 24-11.1(2)(E)(3)(d) of the Code, Appendix C of the Technical Report and RBCA Guidance No. 7D).

b. Residential Soil may be reused, provided that the generator and receiver of the soil comply with the following provisions set forth in Chapter 24 of the Code:

i. Causing or allowing a nuisance is prohibited by the Code; therefore, Residential Soil that exhibits nuisance characteristics (e.g., soil that has an offensive odor) shall not be reused.

ii. Residential Soil shall not be reused within surface water bodies (e.g., lakes, canals, etc.) or ecologically sensitive areas (e.g., wetlands, etc.).

3. Soil that Exceeds the Residential Soil Criteria

   Soil that exceeds the residential soil criteria shall not be reused and may be subject to the reporting provisions set forth in Section 24-37 of the Code. Disposal of such soil in Miami-Dade County is limited to a Class I landfill. For information regarding disposal at South Dade landfill, contact Lee Casey, Miami-Dade County Department of Solid Waste Management, at (305) 594-1670. Be advised that reuse or inappropriate disposal of such soil may result in DERM enforcement action.

General Comments

1. The number of composite soil samples shall, generally, be in accordance with the following table:

Volume of Soil (yd^3)	Weight of Soil (tons)	Number of Discrete Samples for Volatile Organic Compounds	Number of Composite Samples for Non-Volatile Compounds
<200	<280	1	1
200 to <1,000	280 to <1,400	3	3
1,000 to <2,000	1,400 to <2,800	5	5
Each additional 1,000 yd^3	Each additional 1,400 tons	1	1

   Be advised, however, that DERM reserves the right to request additional samples if deemed necessary based upon a review of the site-specific data. Likewise, the responsible party may submit a site-specific sampling plan to DERM for approval.

2. Sampling parameters (i.e., COCs) shall be determined on a site-specific basis by considering potential sources of contamination (e.g., gas station, landfill, etc.) and observations made at the time of the soil removal (e.g., petroleum odor, solid waste debris, etc.).

3. The consultant collecting the samples shall perform field sampling work in accordance with Chapter 62-160, Florida Administrative Code (FAC), as amended, Standard Operating Procedures (DEP-SOP-001/01, revised January 1, 2002). The laboratory analyzing the samples shall perform laboratory analyses pursuant to the National Environmental Laboratory Accreditation Program (NELAP) certification requirements.

4. All work shall follow all applicable safety requirements (e.g., OSHA, NFPA, site safety plan, etc.) and the appropriate agencies shall be notified.

5. Soil that is saturated with pure product (free-phase) is not suitable for reuse or landfill disposal and may be subject to the reporting provisions set forth in Section 24-37 of the Code or Rule 62-770.250, Florida Administrative Code (F.A.C.) and the source removal provisions set forth in Section 24-11.1(2)(l)(3) of the Code or Rule 62-770.300, F.A.C.

6. Soil that is classified as a RCRA hazardous waste is not suitable for reuse or for disposal at any landfills or disposal facilities in Miami-Dade County. RCRA hazardous waste characterization by USEPA Test Method 1311, TCLP analyses, followed by the appropriate analysis of the leachate, shall be performed when soil concentrations of the COCs exceed the Total Soil Criteria listed in Table 1 at the end of this guidance. The TCLP results shall be compared to the TCLP Criteria provided in Table 1. Any soil that exceeds the TCLP Criteria or is otherwise classified as a RCRA hazardous waste (e.g., listed waste, etc.) shall be disposed at a permitted hazardous waste treatment, storage, disposal facility in accordance with all applicable regulations.

7. Compliance with the criteria and requirements herein does not relieve the generator or receiver of the soil from any other applicable local, state, or federal rules or requirements.

Note: the Chapter 24 RBCA ordinance, the Technical Report, and the RBCA guidance documents are available at the following address: http://www.miamidade.gov/derm/land/trends_risk_based.asp.

Table 1
Total Soil and TCLP Criteria for Toxicity Characterization
(Note: This table is not a list of required sampling parameters, please see General Comment No. 2 of this guidance)

Contaminant	CAS Number	Total Soil Criteria (mg/kg)	TCLP Criteria (mg/l)
Arsenic	7440-38-2	100	5.0
Barium	7440-39-3	2,000	100.0
Benzene	71-43-2	10	0.5
Cadmium	7440-43-9	20	1.0
Carbon tetrachloride	56-23-5	10	0.5
Chlordane	57-74-9	0.6	0.03
Chlorobenzene	108-90-7	2,000	100.0
Chloroform	67-66-3	120	6.0
Chromium	7440-47-3	100	5.0
Cresol, o-	95-48-7	4,000	200.0
Cresol, m-	108-39-4	4,000	200.0
Cresol, p-	106-44-5	4,000	200.0
Cresol	NA	4,000	200.0
D, 2,4-	94-75-7	200	10.0
Dichlorobenzene, 1,4-	106-46-7	150	7.5
Dichloroethane, 1,2-	107-06-2	10	0.5
Dichloroethylene, 1,1-	75-35-4	14	0.7
Dinitrotoluene, 2,4-	121-14-2	2.6	0.13
Endrin	72-20-8	0.4	0.02
Heptachlor (and it's epoxide)	76-44-8	0.16	0.008
Hexachlorobenzene	118-74-1	2.6	0.13
Hexachlorobutadiene	87-68-3	10	0.5
Hexachloroethane	67-72-1	60	3.0
Lead	7439-92-1	100	5.0
Lindane	58-89-9	8	0.4
Mercury	7439-97-6	4	0.2
Methoxychlor	72-43-5	200	10.0
Methyl ethyl ketone	78-93-3	4,000	200.0
Nitrobenzene	98-95-3	40	2.0
Pentachlorophenol	87-86-5	2,000	100.0
Pyridine	110-86-1	100	5.0
Selenium	7782-49-2	20	1.0
Silver	7440-22-4	100	5.0
Tetrachloroethylene	127-18-4	14	0.7
Toxaphene	8001-35-2	10	0.5
Trichloroethylene	79-01-6	10	0.5
Trichlorophenol, 2,4,5-	95-95-4	8,000	400.0
Trichlorophenol, 2,4,6-	88-06-2	40	2.0
TP, 2,4,5- (Silvex)	93-72-1	20	1.0
Vinyl chloride	75-01-4	4	0.2

AGUA
ENVIRONMENTAL CONSULTING

January 3, 2022

Mr. Todd Hofferberth
Department of Parks & Recreation
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

RE: Proposal to Abandon Monitoring Wells and NFA Reporting
Paradise Park (Former Island Standard Station)
530 Crandon Blvd., Key Biscayne, Miami-Dade County, Florida
Florida Department of Environmental Protection (FDEP) I.D. 13/8504998
DERM UT-474/File-7200 and IW5-8656/File-7200

Dear Mr. Hofferberth:

AGUA LLC (AGUA) is pleased to provide you this cost proposal to abandon all monitoring wells at the subject property and to complete Supplemental Site Assessment Reporting (SSAR) in support of a No Further Action (NFA) Closure for the subject site.

As previously documented, DERM is administering cleanup oversight for the subject property under two separate regulatory programs. The petroleum-related discharge is being regulated by the DERM Underground Tanks Program, and the waste oil discharge is being regulated by the DERM Waste Cleanup Program. As such, two separate Well Abandonment Reports will need to be completed when the wells are abandoned. In addition, two separate SSARs will need to be prepared requesting NFA Closures for both the petroleum-related and waste oil discharges.

Per DERM's SSAR review letter dated December 16, 2021, no additional remedial action is required related to the waste oil discharge. In the review letter, DERM requested that monitoring wells associated with the waste oil discharge be properly abandoned. This includes the first nine wells listed on the attached Well Abandonment Table and equals 108 linear feet of well abandonment.

It is anticipated that after the proposed Source Removal is completed for the petroleum release area that DERM will issue a second letter indicating no additional remedial action is required related to the petroleum-related discharge, and a request to abandon the remaining wells at the site. As shown on the attached Well Abandonment Table, this

AGUA LLC
6216 NW 43rd St, Suite B, Gainesville, Florida 32653
Telephone 352-745-7733 E-Mail jhirsch@ahsflorida.com

includes twelve (12) additional wells that equal 165 linear feet of well abandonment. The total linear feet of wells that needs to be abandoned at the site is 273.

Also attached with this letter is an FDEP SPI cost summary table. Tasks 1 and 2 on this table summarize costs associated with completing the above activities for the waste oil and petroleum-related releases, respectively.

As shown on the attached FDEP SPI table, the total cost to complete the above listed technical activities is $12,093.11.

Please do not hesitate to contact us if you have any questions or comments.

Sincerely,
AGUA LLC

James D. Hirsch, M.S., P.G.
Principal Hydrogeologist

AGUA Officer Signature	Date	Client Signature	Date

Attachments:
Well Abandonment Table
SPI Cost Table

ATTACHMENTS

Well Abandonment Table & SPI Cost Table

FDEP Facility ID#: 138504998 **STCM Facility Name:** Paradise Park (Former Island Standard Station)

Any blank fields are not applicable to this scope of work.

Well Abandonment Table

TASK #	Well-ID	Quantity	Diameter (in)	Depth (ft bls)	Completion Type to be Removed		
					Pad & Manhole	2' x 2' x 2' Vault	4' x 4' x 2' Vault
1	MW-1RR	1	2.00	12.00	1		
1	MW-13	1	2.00	12.00	1		
1	MW-14	1	2.00	12.00	1		
1	MW-15	1	2.00	12.00	1		
1	MW-16	1	2.00	12.00	1		
1	MW-18	1	2.00	12.00	1		
1	TMW-4R	1	2.00	12.00	1		
1	TMW-5	1	2.00	12.00	1		
1	TMW-7	1	2.00	12.00	1		
2	MW-1R	1	2.00	12.00	1		
2	MW-3	1	2.00	12.00	1		
2	MW-4	1	2.00	12.00	1		
2	MW-7	1	2.00	12.00	1		
2	MW-9	1	2.00	12.00	1		
2	MW-10	1	2.00	12.00	1		
2	MW-11R (Old)	1	2.00	12.00	1		
2	MW-11(New)	1	2.00	12.00	1		
2	MW-12	1	2.00	15.00	1		
2	MW-17	1	2.00	12.00	1		
2	TMW-6R	1	2.00	12.00	1		
2	DMW-3	1	2.00	30.00	1		

Grout and Abandon Well				Removal		
SPI 7-1 Total feet (>0-2 in)	SPI 7-2 Total feet (>2-4 in)	SPI 7-3 Total feet (>4-6 in)	SPI 7-4 Total feet (>6 in)	SPI 7-7 Pad & Manhole * Only	SPI 7-5 2' x 2' x 2' Vault	SPI 7-6 4' x 4' x 2' Vault
273.00	0.00	0.00	0.00	0	0	0

** Well Pad & Manhole Removal cost is included in SPI 7-1 thru 7-4.*
SPI 7-7 is only applicable for payment when the well is not being abandoned.

Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET

Facility Name: Paradise Park (Former Island Standard Station)
7-Digit Facility ID #: 8504998
County: 13
Region: South
Site Manager Name: Roberto Rodriguez
Site Manager Phone:
Site Manager Email:

Contractor: AGUA LLC
CID #: 01402
Contract #: GC861
SPI ID #: 22660
Retainage %: 5%
FDEP Cost Share %: 100.00%
Total Extended Cost: $ 12,093.11
Without Handling Fee: $ 12,063.11
Purchase Order: B9B7EA
Download Date: 8/5/21 17:10
Assignment Type: SCOPE
Transition Agreement: ○ Yes ◉ No

			PO Rate Sheet			Previously Invoiced	This Invoice		Balance
PAY ITEM	DESCRIPTION	UNIT OF MEASURE	UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS
Task 1									
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable*	250	$ 1.00	$ 250.00	0	0	$ -	250
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	250	$ 0.06	$ 15.00	0	0	$ -	250
3-2.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - > 100 miles each way	Per Round Trip	1	$ 600.00	$ 600.00	0	0	$ -	1
3-4.	Heavy Duty/Stakebed Truck (3/4 ton +) - > 100 miles each way	Per Round Trip	1	$ 682.50	$ 682.50	0	0	$ -	1
3-6.	Work Trailer - > 100 miles each way	Per Round Trip	1	$ 300.00	$ 300.00	0	0	$ -	1
4-1.a.	Per Diem - For travel > 1 consecutive day (prorated in quarter day incrementsin accordance with 112.061, F.S.) - Travel Voucher required and quoted rate should be per person per day	Per Person, Per Day	2	$ 80.00	$ 160.00	0	0	$ -	2
7-1.	Grout and Abandon Well, 1 to 2 inch diameter	Per Foot	108	$ 12.07	$ 1,303.56	0	0	$ -	108
19-4.	Supplemental Site Assessment Report	Per Report	1	$ 1,575.00	$ 1,575.00	0	0	$ -	1
19-26.	Well Abandonment/Site Restoration Report	Per Report	1	$ 262.50	$ 262.50	0	0	$ -	1
21-16.	P.G. or Qualified P.E. Review, Evaluation and Certification of a Supplemental Site Assessment Report	Per Report	1	$ 554.00	$ 554.00	0	0	$ -	1
		RETAINAGE			$ 285.13	$ -		$ -	$ 285.13
		SUBTOTAL			$ 5,702.56	$ -		$ -	$ 5,702.56
Task 2									
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable*	250	$ 1.00	$ 250.00	0	0	$ -	250
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	250	$ 0.06	$ 15.00	0	0	$ -	250
3-2.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - > 100 miles each way	Per Round Trip	1	$ 600.00	$ 600.00	0	0	$ -	1
3-4.	Heavy Duty/Stakebed Truck (3/4 ton +) - > 100 miles each way	Per Round Trip	1	$ 682.50	$ 682.50	0	0	$ -	1
3-6.	Work Trailer - > 100 miles each way	Per Round Trip	1	$ 300.00	$ 300.00	0	0	$ -	1
4-1.a.	Per Diem - For travel > 1 consecutive day (prorated in quarter day incrementsin accordance with 112.061, F.S.) - Travel Voucher required and quoted rate should be per person per day	Per Person, Per Day	2	$ 80.00	$ 160.00	0	0	$ -	2
7-1.	Grout and Abandon Well, 1 to 2 inch diameter	Per Foot	165	$ 12.07	$ 1,991.55	0	0	$ -	165
19-4.	Supplemental Site Assessment Report	Per Report	1	$ 1,575.00	$ 1,575.00	0	0	$ -	1
19-26.	Well Abandonment/Site Restoration Report	Per Report	1	$ 262.50	$ 262.50	0	0	$ -	1
21-16.	P.G. or Qualified P.E. Review, Evaluation and Certification of a Supplemental Site Assessment Report	Per Report	1	$ 554.00	$ 554.00	0	0	$ -	1
		RETAINAGE			$ 319.53	$ -		$ -	$ 319.53
		SUBTOTAL			$ 6,390.55	$ -		$ -	$ 6,390.55
		TOTAL COST			$ 12,093.11	$ -		$ -	$ 12,093.11
		Owner Cost Share:			$ -	$ -		$ -	$ -
		FDEP Cost Share:			$ 12,093.11	$ -		$ -	$ 12,093.11
		Retainage:			$ 604.66	$ -		$ -	$ 604.66
		FDEP Less Retainage:			$ 11,488.45	$ -		$ -	$ 11,488.45

Version: 11.0

Site Manager Approval: _____

Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET

			PO Rate Sheet			Previously Invoiced	This Invoice		Balance
PAY ITEM	DESCRIPTION	UNIT OF MEASURE	UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS

Print Name

Signature

Date of Review Letter

Village of Key Biscayne
FY21/22 Capital Improvement Program

Total Projects:	Planning	Design	Procurement	Permitting	Construction	Completed	Not started
28	8	3	6	2	2	1	6

Project #	PRI	Project Name	Project Phase	% Phase Completion	ESD (initial project phase)	ASD	ECD	ACD (project close out)	Budget	Secured Funding	Project Timeline (estimated) 2022 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2215QP	1	Paradise Park - remediation & construction	Permiting	90%	Oct-21		Oct-22		$ 400,000.00	ARPA, FRDAP Grant	★											
2205R	1	Utility undergrounding design - phase 1	Planning	10%	Jan-22				$ 200,000.00	ARPA,			★									
2206R	1	Stormwater infrastructure improvements design - K8 basin	Planning	80%	Oct-21		May-25		$ 1,556,130.00	ARPA, Stormwater Fund,		★										
2204R	1	Resilient infrastructure int stg design/imp plan	Procurement	50%	Oct-21				$ 474,000.00	General Fund, Stormwater Fund				★								
2210QT	1	Crandon Blvd bike and pedestrian improvements	Design	15%	Oct-21		Apr-23		$ 900,000.00	ARPA, CITT									★			
2217QP	2	**Beach park sewer extension**	Construction	90%	Nov-21		Feb-22		$ 42,000.00	ARPA												
2218QP	2	**Lake Park improvements - construction**	Construction	50%	Oct-21		Mar-22		$ 77,000.00	ARPA, FRDAP Grant												
2211QP	2	**Public beach access improvements - Sands**	Design	62%	Oct-21		Sep-22		$ 70,000.00	ARPA			★									
2216QP	2	Beach park improvements	Design	61%	Oct-21		Dec-22		$ 650,000.00	ARPA			★				★					
2212QF	2	Community center roof replacement	Planning	15%	Jan-22		Sep-22		$ 200,000.00	ARPA					★							
2213QF	2	**Community center RTU replacement**	Procurement	75%	Nov-21	Oct-21	May-22		$ 45,000.00	ARPA												
2203P	3	**Vessel exclusion zone improvements**	Permitting	95%	Oct-21		May-22		$ 48,500.00	General Fund												
2202GS	3	Facility repairs & renovations		0%	Jan-22		Sep-22		$ 150,000.00	General Fund				★								
2207R	3	Shoreline Prot.: beach renovation & dune restoration design (phase 1- 2021)		0%	Jul-22				$ 150,000.00	General Fund							★					
2221QP	3	**St. Agnes lighting replacement & LED retro-fit**	Planning	0%	Jan-22		Sep-22		$ 240,000.00	General Fund						★						
2223QP	3	**Calusa Park tennis court repair**		0%	Feb-22		Aug-22		$ 60,000.00	ARPA					★							
2224QP	3	Community Center pool deck repair	Planning	35%	Nov-21		Sep-22		$ 80,000.00	General Fund (M+R)				★								
2225QP	3	Village Hall gutter replacements	Planning	30%	Nov-21		Jun-22		$ 50,000.00	General Fund (M+R)			★									
2222QP	3	Splash pad replacement	Procurement	40%	Nov-21	Oct-21	Jul-22		$ 150,000.00	General Fund			★									
2201GS	3	**Procurement of 6 fleet vehicles**	Procurement	45%	Oct-21	Oct-21	Jul-22		$ 300,000.00	General Fund		★										
2227QP	3	**Village Green interior sidewalk renovation**	Procurement	55%	Oct-21	Oct-21	Mar-22		$ 60,000.00	ARPA	★											
2219QP	4	Hampton Park improvements		0%	Mar-22		Sep-22		$ 50,000.00	FRDAP Grant				★								
2208R	4	Community Center Facilities lighting retrofit		0%	Feb-22		Jul-22		$ 260,000.00	ARPA			★									
2220QP	4	Village Hall Courtyard landscape/Hardscape		0%	Feb-22		Apr-22		$ 50,000.00	General Fund + ARPA					★							
2226QP	4	**Calusa Park pathway replacement**	Completed	100%		Oct-21	Nov-21	Dec-21	$ 9,795.00	General Fund (M+R)												
2214QF	4	**Community Center Spin Bike replacement**	Procurement	75%	Dec-21		Mar-22		$ 45,305.00	General Fund												
2228QP	5	**MAST Solar Panels**	Planning	75%	Nov-21		Mar-22		$ 40,000.00	General Fund		★										
2209R	5	Village wide EV charging stations	Planning	73%	Oct-21		Jul-22		$ 60,000.00	ARPA			★									

Legend	
Planning	
Design	
Permitting	
Procurement	
Construction	
Close-out	
Council review	★
Bold	Quick Win

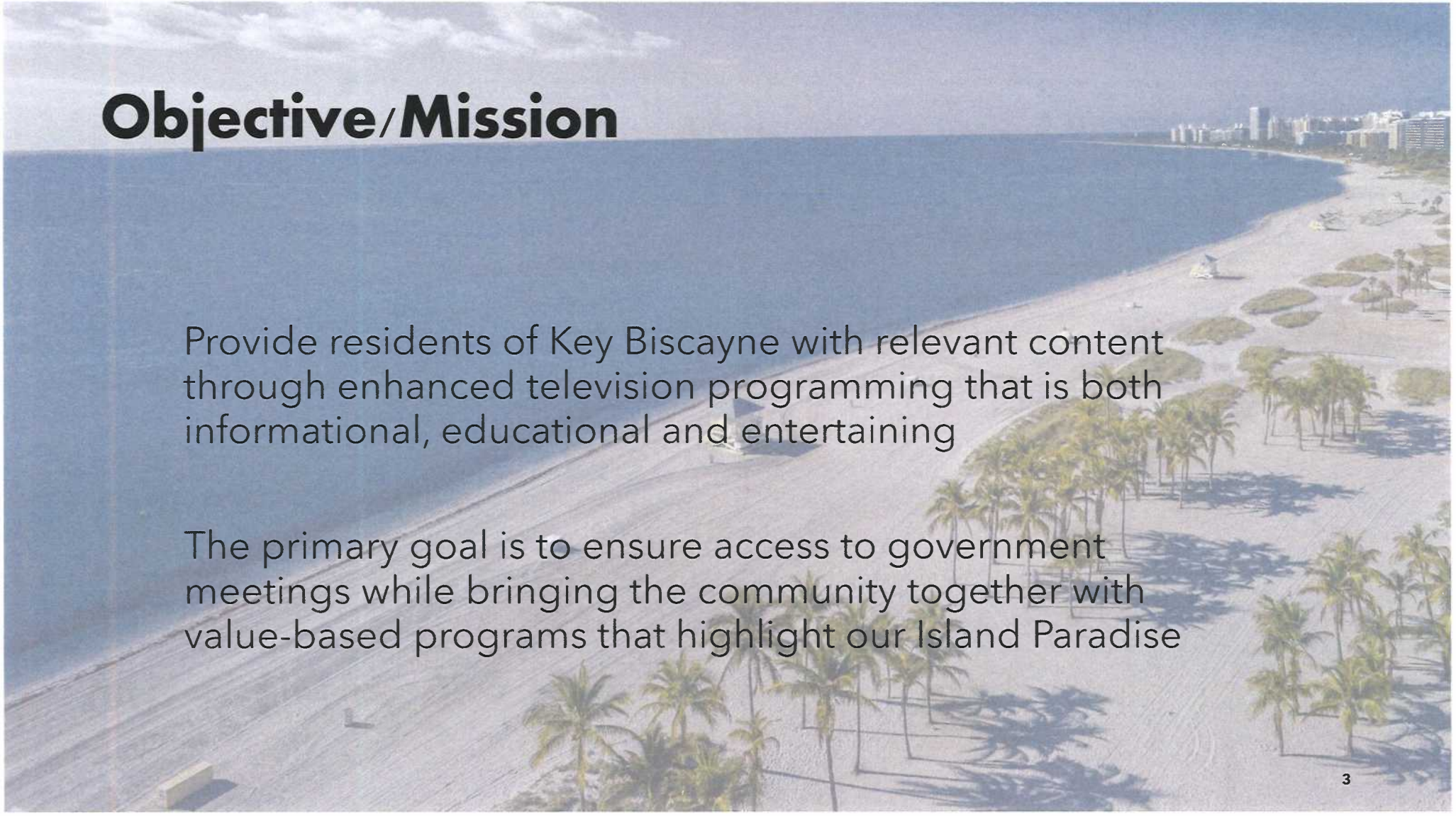
* may include delivery time for materials and/or equipment


The Future of TV programming
in Key Biscayne
VILLAGE OF KEY BISCAYNE
ISLAND
PARADISE
1991
FLORIDA
Presented: January 18, 2022

Agenda

- Objective/Mission
- What have we been up to?
- Programming Enhancement Options
- Next Steps





Objective/Mission

Provide residents of Key Biscayne with relevant content through enhanced television programming that is both informational, educational and entertaining

The primary goal is to ensure access to government meetings while bringing the community together with value-based programs that highlight our Island Paradise

What have we been up to?

Rebranding + Content Enhancement

- ✓ Developing new brand
- ✓ Programming enhancement (see next slide)

Vendors/Resources

- ✓ Continuing to work with established vendors
- ✓ Interviewing new vendors
- ✓ Sourcing partnership opportunities
- ✓ Augmenting in-house resources

Access

- ✓ Gaining access to HotWire (cable provider) broadcasting

Contract Template

- ✓ Developing a standard contract template has been secured from legal

Programming Enhancement Options

- Council and public meetings
- Events
- Community interviews
- Educational programs
- Athletic events / highlights
- Community activities
- Community partner videos (Virginia Key, UM, etc.)

Next Steps

- Finalize branding (legal) and logo design / create new program guide
- Finalize contracts with vendors
- Source new content (film events, interviews, etc.)
- Launch HotWire