# VILLAGE OF KEY BISCAYNE

*Village Council*
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardinas
Fernando A. Vazquez

REGULAR COUNCIL MEETING
TUESDAY, OCTOBER 10, 2023
6:30 PM

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

**2. PLEDGE OF ALLEGIANCE**

**3. INVOCATION**
FATHER JUAN CARLOS PAGUAGA
SAINT AGNES CATHOLIC CHURCH

**4. BRIEF COMMENTS BY COUNCIL**

**5. PUBLIC COMMENTS:**
If you would like to speak during public comments, please fill out a blue request form available at the Council Chamber entrance and submit it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium and state your name and address. (If applicable, please state if you are a hired consultant or Village employee and/or engaged in lobbying activities and/or representing an organization.) Unless otherwise provided by Council, members of the public will have three (3) minutes to speak.

**6. AGENDA:**
APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

**7. SPECIAL PRESENTATIONS:**

7.A. A PRESENTATION OF EVENTS FOR THE E.F. CONCOURS DE L'ELEGANCE WEEK (PREVIOUSLY KNOWN AS KEY BISCAYNE CAR WEEK) BY SALE STOJANOVIC (VILLAGE MANAGER)

7.B. PRESENTATION OF A PROCLAMATION RECOGNIZING NATIONAL E-WASTE DAY (MAYOR RASCO)

TAB 1

**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 Councilmember 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. AUGUST 29, 2023 MINUTES
(REGULAR COUNCIL MEETING)

TAB 2

8.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **ACCEPTING A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RESILIENT FLORIDA GRANT IN AN AMOUNT OF $885,626 TO COMPLETE THE 30-100% DESIGN OF THE ZONE 1 K8 STORMWATER BASIN RESILIENT INFRASTRUCTURE IMPROVEMENTS PROJECT AND APPROVING AN AGREEMENT RELATED TO THE SAME;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.(CIP AND GRANTS MANAGER COLLEEN BLANK)

RECOMMENDATION: APPROVAL

TAB 3

8.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR A MATCHING HAZARD MITIGATION ASSISTANCE GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO OBTAIN FUNDING FOR A STORMWATER PUMP STATION AT HARBOR PARK;** AND PROVIDING FOR AN EFFECTIVE DATE.(CIP AND GRANTS MANAGER COLLEEN BLANK)

RECOMMENDATION: APPROVAL

TAB 4

8.D.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY

BISCAYNE, FLORIDA, **ACCEPTING A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MATCHING HAZARD MITIGATION GRANT IN AN AMOUNT OF $358,150 TO COMPLETE PHASE 1 OF THE GARDENS DISTRICT DRAINAGE IMPROVEMENTS PROJECT AND APPROVING AN AGREEMENT RELATED TO THE SAME;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.(CIP AND GRANTS MANAGER COLLEEN BLANK)

RECOMMENDATION: APPROVAL

TAB 5

8.E. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AND ACCEPTING A STORMWATER DRAINAGE EASEMENT AGREEMENT WITH NICOLAS MOLINA RELATING TO THE PROPERTY LOCATED AT 425 WEST MASHTA DRIVE;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: APPROVAL

TAB 6

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

9.A.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **CREATING ARTICLE VIII OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES ESTABLISHING SUPPLEMENTAL OPEN MEETING PROCEDURES;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.(COUNCILMEMBER MCCORMICK)

SECOND READING
*PUBLIC HEARING*

RECOMMENDATION: APPROVAL

TAB 7

9.B.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **ADOPTING THE EVALUATION AND APPRAISAL REPORT-BASED AMENDMENTS TO THE COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

SECOND READING

*PUBLIC HEARING*

RECOMMENDATION: APPROVAL

TAB 8

9.C.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-4 "ZONING AND PLANNING APPLICATION FEES," RELATING TO COST RECOVERY;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.(BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 9

9.D.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-73 "SITE PLAN REVIEW PROCEDURES" RELATING TO VOTING PROCEDURES;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.(BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 10

**10. RESOLUTIONS:**

10.A.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING THE PURCHASE OF PROTECTIVE BALLISTIC VESTS FROM FEDERAL EASTERN INTERNATIONAL, LLC IN AN AMOUNT NOT TO EXCEED $73,268.64;** PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF OF POLICE FRANK SOUSA)

RECOMMENDATION: APPROVAL

TAB 11

10.B.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING THE PURCHASE OF FOUR POLICE VEHICLES FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES IN AN AMOUNT NOT TO EXCEED $235,000; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE IDENTIFICATION AND SALE OR DISPOSITION OF SURPLUS PROPERTY;** PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF OF POLICE FRANK SOUSA)

RECOMMENDATION: APPROVAL

TAB 12

10.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING DEX IMAGING, LLC, FOR COPIER MACHINE RENTAL AND MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED $98,525.07 FOR A 63-MONTH TERM;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF OF POLICE FRANK SOUSA)

RECOMMENDATION: APPROVAL

TAB 13

10.D.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO AECOM TECHNICAL SERVICES, INC. FOR PRE-DESIGN SERVICES RELATING TO THE K-8 SCHOOL STORMWATER DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $926,923.60;** AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

TAB 14

10.E.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A VARIANCE REQUEST FOR THE MODIFICATION OF A NONCONFORMING DOCK TO PERMIT THE DOCK WIDTH TO BE EXPANDED FROM APPROXIMATELY 4 FEET TO 5 FEET IN**

**WIDTH ON PROPERTY LOCATED AT 740 HARBOR DRIVE;** PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.(BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: APPROVAL

TAB 15

10.F.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **ADOPTING AN AMENDED FLEET REPLACEMENT POLICY; REPEALING RESOLUTION NO. 2019-6;** PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

RECOMMENDATION: APPROVAL

TAB 16

**11. PUBLIC COMMENTS: (AT APPROXIMATELY 8:00 P.M.)**

If you would like to speak during public comments, please fill out a blue request form available at the Council Chamber entrance and submit it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium and state your name and address. (If applicable, please state if you are a hired consultant or Village employee and/or engaged in lobbying activities and/or representing an organization.) Unless otherwise provided by Council, members of the public will have three (3) minutes to speak.

**12. REPORTS AND RECOMMENDATIONS:**

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

MANAGER'S REPORT

TAB 17

**1.) SAFE AND SECURE VILLAGE**

A. COMMUNITY POLICING UPDATE (CHIEF OF POLICE FRANK SOUSA)

**2.) THRIVING AND VIBRANT LOCAL COMMUNITY AND MARKETPLACE**

A. RICKENBACKER CAUSEWAY UPDATE (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

**3.) ENGAGING AND ACTIVE PUBLIC SPACES AND PROGRAMS**

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

A. TRAFFIC SOLUTIONS (PUBLIC WORKS DIRECTOR CAIRO CANGAS)

**5.) RESILIENT AND SUSTAINABLE ENVIRONMENT AND INFRASTRUCTURE**

**6.) EFFECTIVE AND EFFICIENT GOVERNMENT SERVICES**

A. CAPITAL IMPROVEMENT PROGRAM UPDATE (CIP AND GRANTS MANAGER COLLEEN BLANK)
HTTPS://VILLAGE-KEY-BISCAYNE-FL-PROJECTS.CLEARGOV.COM/

**B. MAYOR AND COUNCILMEMBERS**

1. DISCUSSION OF CODE ENFORCEMENT ISSUES IN OUR SWALES (MAYOR RASCO)

2. DISCUSSION ON STORMWATER + RIAP MEETING SCHEDULE (MAYOR RASCO)

**C. VILLAGE ATTORNEY**
NONE

**D. VILLAGE CLERK**
NONE

**13. OTHER BUSINESS/GENERAL DISCUSSION**
NONE

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

REGULAR COUNCIL MEETING
TUESDAY, NOVEMBER 14, 2023, 6:30 P.M., COUNCIL CHAMBER

REGULAR COUNCIL MEETING
TUESDAY, DECEMBER 12, 2023, 6:30 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.**

# *Proclamation*

## OFFICE OF THE MAYOR



**WHEREAS,** the Village of Key Biscayne recognizes the importance of protecting and preserving our natural resources and work to make the world a better place by adopting conscientious living habits that will improve our daily lives and bring about a cleaner, safer, and healthier environment; and

**WHEREAS,** the Village has undertaken many positive and successful waste reduction programs that have helped make Key Biscayne one of Florida's recycling leaders, however, we can further reduce electronic waste (e-waste) and recycle even more electronics; and

**WHEREAS,** although there has been a significant increase in the amount of recycling in the Village today, we must continue to focus on other electronic waste initiatives such as electronic waste reduction, electronic waste collection events, electronic waste educational materials for our community, the reuse of electronic products and materials, and purchasing recycled or post-consumer electronic products and packaging; and

**WHEREAS,** by encouraging businesses, State agencies, nonprofit organizations, schools and individuals to celebrate the Village of Key Biscayne E-Waste Day, we can further promote electronic recycling as an environmentally efficient and, economically smart way of life; and

**WHEREAS,** local community leaders can help encourage recycling by informing citizens about the importance of buying recycled electronic products; they can also help foster greater awareness of the need to expand collection programs for recyclable goods and materials by promoting the benefits of recycling investments for businesses; and

**WHEREAS,** it is important that all Village residents become involved in E-Waste recycling activities and learn more about the many recycled products and packaging available to them as consumers; it is also fitting for the Village of Key Biscayne to celebrate National E-Waste Day to help ensure a safe and healthy environment and an improved quality of life for present and future generations.

**NOW, THEREFORE BE IT RESOLVED**, THAT I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY DECLARE OCTOBER 14TH AS E-WASTE DAY IN KEY BISCAYNE AND ENCOURAGE THE RESIDENTS TO RECYCLE AND PROTECT THE ENVIRONMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THIS 10TH DAY OF OCTOBER 2023.

MAYOR JOE I. RASCO



CREATED & DESIGNED BY ISLAND RESIDENTS: CONCHITA ALVAREZ, JAMES BREWSTER & GEORGE EARL JR.

MINUTES

REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, AUGUST 29, 2023

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:34 p.m. Present were Councilmembers Edward London, Allison McCormick (arrived at 6:36 p.m.), Brett G. Moss, Oscar Sardiñas, Fernando A. Vazquez, Vice Mayor Franklin H. Caplan, and Mayor Joe I. Rasco. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch, and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Councilmember Vazquez led the Pledge of Allegiance.

3. **INVOCATION:** Rabbi Avremel Caroline with Chabad of Key Biscayne gave an invocation.

4. **BRIEF COMMENTS BY COUNCIL:** Mayor Rasco addressed the Council and public with concern for the safety and welfare of the residents in Northern Florida regarding Hurricane Idalia. Councilmembers McCormick and Sardiñas addressed the public clarifying that a survey which went out recently was not issued by the Village.

5. **PUBLIC COMMENTS:** The following residents addressed the Council: Gerard Lysol, 310 Ridgewood Road; Carlos de la Cruz, 5 Harbor Point; Mayra Peña Lindsay, 365 Westwood Drive; Jorge Castillo, 200 Galen Drive; Ignacio Segurola; 881 Ocean Drive, and Luis Casamayor, 609 Ocean Drive.

6. **AGENDA:** Councilmember Moss requested the addition of a discussion regarding Zoning Districts as Item 12B5; Councilmember McCormick requested a discussion regarding Water Quality Notification as Item 12B6; Mayor Rasco requested that Item 10C be moved to the consent agenda; the Manager requested the deferral of Item 7A, and the Attorney requested the deferral of Item 10A to a date certain of September 15, 2023 at 9:00 a.m. in the Council Chamber.

Mayor Rasco made a motion to approve the agenda, as amended. The motion was seconded by

Vice Mayor Caplan and approved by a 7-0 voice vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

7. **SPECIAL PRESENTATIONS:** Mayor Rasco announced that a Centenarian Celebration will be held for residents who have reached the age of 100 years old starting in September 2023.

A Proclamation regarding National Diaper Need Awareness Week was recognized by Mayor Rasco.

Mayor Rasco presented a Proclamation in recognition to the Key Biscayne Historical and Heritage Society for their funding support of the Key Biscayne Fire Rescue Department's Antique Fire Fire Engine and a Proclamation recognizing the contributions of the late Robert "Bob" Bristol to the Fire Rescue Department.

There was discussion from Council, Fire Rescue Chief Eric Lang, and residents regarding the two above proclamations.

At this time Fire Rescue Chief Lang addressed the Council recognizing August 31st as Overdose Prevention Day and introduced Dr. Wendy Stephan, epidemiologist, with the Florida Poison Control Center who then gave a presentation.

There was discussion from Council and Dr. Stephan regarding the above presentation.

At this time a presentation was given by Village lobbyist Jim Davenport with Thorn Run Partners on FY23 legislative updates.

There was discussion from Council, Mr. Davenport, and the Manager regarding the above presentation.

8. **CONSENT AGENDA:** Vice Mayor Caplan made a motion to approve the following consent agenda, as amended. The motion was seconded by Councilmember McCormick and approved by a 7-0 voice vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

The minutes of the June 6, 2023 Regular Council Meeting.

The minutes of the July 18, 2023 Regular Council Meeting.

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AND RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE KEY BISCAYNE PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 3638; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, TERMINATING THE DECLARATION OF A STATE OF EMERGENCY DUE TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19) PANDEMIC;**

**PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE REESTABLISHMENT AND DISTRIBUTION OF THE SIX-CENT LOCAL OPTION GAS TAX; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT IN AN AMOUNT OF $171,710.86 TO INSTALL TWO BACK-UP GENERATORS FOR STORMWATER PUMP STATIONS LOCATED AT OCEAN LANE DRIVE AND EAST HEATHER DRIVE AND APPROVING AN AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE APPROPRIATION GRANT IN AN AMOUNT OF $450,000.00 RELATING TO THE IMMEDIATE FLOOD CONTROL AND MITIGATION PROJECT AND APPROVING AN AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONFIRMING THE VILLAGE'S ABILITY TO FUND AND SUPPORT THE PERMITTING, DESIGN, CONSTRUCTION, AND MONITORING OF THE VILLAGE'S BEACH RENOURISHMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.**

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

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CREATING ARTICLE VIII OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES ESTABLISHING SUPPLEMENTAL OPEN MEETING PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Vice Mayor Caplan made a motion to approve the ordinance. The motion was seconded by Councilmember McCormick.

Councilmember McCormick addressed the Council regarding the above ordinance.

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

It was the consensus of Council to add clarifying language regarding Section 7.08 of the Village Charter requiring courtesy electronic public notice.

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

The ordinance was approved on first reading by a 7-0 roll call vote, as amended. The vote was as follows: Councilmembers London, McCormick, Moss Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

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

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, REVISING THE SCHEDULE OF FEES FOR USE OF THE VILLAGE'S COMMUNITY CENTER; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council regarding the above resolution.

There was discussion from Council and Director Hofferberth regarding the above resolution.

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

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

The Clerk read the following resolution by title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT IN AN AMOUNT OF $166,679 TO EXPAND THE VILLAGE'S ON-DEMAND TRANSIT SERVICE AND APPROVING AN AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Mayor Rasco requested that Items 10D and 10E be heard at the same time. There was no objection to the request.

The Clerk read the following resolution by title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE**

**TO PROVIDE THREE (3) ADDITIONAL ON-DEMAND TRANSIT VEHICLES IN AN AMOUNT NOT TO EXCEED $304,623 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Chief Resilience and Sustainability Officer Dr. Roland Samimy regarding the above resolutions and grant applications.

There was discussion from Council, Dr. Samimy, and the Manager regarding the above resolutions, increasing ridership, and reducing wait times. The Manager reported a status update on FreeBee ridership will be given in approximately six months.

The Attorney addressed the Council regarding a grant money provision in the contract regarding the number of vehicles.

The two resolutions were approved by a 7-0 voice vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

At this time Councilmember London made a motion to rescind Item 8D from the consent agenda. The motion was seconded by Vice Mayor Caplan and approved by a 7-0 voice vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, TERMINATING THE DECLARATION OF A STATE OF EMERGENCY DUE TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19) PANDEMIC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Councilmember London addressed the Council regarding the above resolution.

There was extensive discussion from Council, the Attorney, and the Manager regarding Council participating remotely for Council meetings.

It was the consensus of Council to direct the Attorney to draft legislation regarding the policy of the board going forward for Council's remote participation in Council meetings.

There was additional discussion from Council and the Attorney regarding the above resolution and remote participation.

Councilmember London made a motion to table the resolution.

It was the consensus of Council to direct the Attorney to send Council all of the relevant information regarding the above item including the Village Charter, Florida state law, and the Attorney General opinions for reference.

The London motion was seconded by Vice Mayor Caplan who made an amending motion for the item to be deferred. Councilmember London accepted the amendment.

The London motion, as amended, was approved by a 7-0 voice vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

At this time Mayor Rasco addressed the Council regarding the Education Advisory Board and appointed Councilmember Sardiñas to be Council liaison of that board. There was discussion from Council regarding the appointment. It was the consensus of Council to approve the appointment. Councilmember McCormick announced that the outgoing Education Advisory Board's Chair will give a presentation at a future Council meeting to be determined.

At this time Mayor Rasco addressed the public announcing that approximately 600 homes are without power and FPL is on site addressing the situation.

At this time Public Works Director Cairo Cangas addressed the Council reporting on a status update for the Crandon and Harbor Drive right hand turn lane construction project.

There was discussion from Council, Director Cangas, and the Manager regarding the above project, DERM permitting, FDOT, public utility issues, and the project's timeline.

At this time Councilmember McCormick addressed the Council regarding public records requests and looking at current procedures and how to make tasks more manageable in the Clerk's office.

There was discussion from Council regarding the above item, possibly hiring additional staff, electronic discovery, scanning and retrieval, and consulting with other municipalities on their workflow processes.

It was the consensus of Council to direct the Clerk to review the current office procedures and over the next year, to come up with a plan moving forward and to report back to Council on an update in approximately six months.

Councilmember McCormick addressed the Council regarding missing public records.

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

It was the consensus of Council to support the Clerk, as the custodian of records, in pursuing the missing public record. Mayor Rasco requested that Councilmember McCormick be the liaison on this issue with the Clerk and to report back within 90 days or whenever practical on a status update.

Councilmember Moss addressed the Council regarding resilient projects, project budgeting, and

zoning districts.

There was extensive discussion from Council and the Manager regarding having an economic model first in order to start a project, what are the different scenario options and their approximate economic costs, the level of service desired by zone, factoring in land acquisition into the budgeting, outfalls and pumping capacity, bonuses available for easements for waterfront and non-waterfront homes, a "dig once" strategy, and that more information is needed in order to move forward with a decision.

11. **PUBLIC COMMENTS:** Public comments were addressed earlier in the evening.

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

Village Manager. The Manager addressed the Council reporting that the budget is posted on the website and is available for viewing.

Director Hofferberth addressed the Council reporting on athletic fees and the request for proposal for the youth soccer program. Director Hofferberth reported that approximately $9.3 Million dollars will be needed for future maintenance and infrastructure repairs to athletic fields and parks.

There was discussion from Council and Director Hofferberth regarding the charging of fees for programming, field space, 10% of the gross profit going back to the Village from the soccer program, player and parent conduct, and monitoring online registration for non-resident/resident enrollment percentage rules for team sports.

The Manager addressed the Council regarding FY 23/24 recommended appropriations for legislative requests for both state and federal. The Manager is working with Village lobbyists and representatives, submissions are due at the beginning of November 2023 for state appropriations and federal appropriations are due next February 2024. The Manager is working with Commissioner Regalado regarding rules and enforcement for motorized scooters on Crandon Boulevard.

There was discussion from Council, the Manager and Director Hofferberth regarding motorized scooters on Crandon Boulevard, special needs funding and programming, and the Education Compact.

There was discussion from Council, the Manager, and Director Hofferberth regarding special needs programming on the weekends and possibly partnering with the schools to provide programming to a sister city school at the same time.

The Manager and Building, Zoning and Planning Director Jeremy Calleros-Gauger addressed the Council reporting on planning and zoning legislative priorities regarding Resilience and Smart Developments including (1) all zoning Districts allowing Public Utility usage, (2) Local Planning Authority Process, and (3) Cost recovery Ordinance (Pass Through). These items and including easement incentives will be presented again at the October 10, 2023 Regular Council Meeting.

At this time Mayor Rasco congratulated Chief of Police Frank Sousa and the Police Department for the recent arrest made within the Village.

At this time Councilmember Moss addressed the Council regarding zoning districts and having commercial areas be more resilient and requested to work with Director Calleros Gauger and/or the Attorney and report back to Council at a future date to be determined. It was the consensus of Council to approve this request.

There was discussion from Council regarding the above request.

Councilmember McCormick addressed the Council regarding water quality notification.

There was discussion from Council, the Manager, and Dr. Samimy regarding the above item. Dr. Samimy reported that the Department of Health and Miami Waterkeepers monitors water quality around the Village. Miami Waterkeepers issues swim advisories via the Swim Guide app. The Manager reported the Swim Guide app is available on the Village's website and on the VKB311 app and will notify the public promoting the Swim Guide app.

Mayor and Councilmembers: These items were addressed earlier in the evening.

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 9:40 p.m.

***Respectfully submitted:***

_____

***Jocelyn B. Koch***
***Village Clerk***

***Approved this _____ day of _____2023:***

_____

***Joe I. Rasco***
***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.***

# VILLAGE OF KEY BISCAYNE

*Village Council*

**Joe I Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Brett G. Moss**
**Edward London**
**Allison McCormick**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: 2023 Resilient Florida Infrastructure Grant Award for the 30-100% design of the Zone 1 K8 Stormwater Basin Resilient Infrastructure Improvements

## RECOMMENDATION

I recommend that Village Council authorize the Village Manager to approve the grant agreement and accept an award from the Florida Department of Environmental Protection (FDEP) Resilient Florida Infrastructure Grant in the amount of $885,626 to complete the 30-100% design of the Zone 1 K8 Stormwater Basin Resilient Infrastructure Improvements Project.

## BACKGROUND

The Village applied for the Resilient Florida Infrastructure Grant in the amount of $885,626 in August of 2022 to complete the 30-100% design of the Zone 1 K8 Stormwater Basin Resilient Infrastructure Improvements. This grant award requires a one-to-one local match (885,626), which the Village has budgeted for in the FY24 Capital Improvement Program through state revolving loan funds.

The Village completed the K8 Basin 30% Design (Basis of Design Report – BODR) in May of 2023, and the next step is to complete the 30-100% design. The 30-100% design scope of work includes integrating and finalizing the stormwater system design, water and sewer line relocation and upgrades, and undergrounding the electrical and telecommunications infrastructure.

The Resilient Florida program aims to enhance efforts to protect inland waterways, coastlines, and shores, which serve as invaluable natural defenses against sea level rise. This Resilient Florida Infrastructure Grant agreement has been reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

**RESOLUTION NO. 2023-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RESILIENT FLORIDA GRANT IN AN AMOUNT OF $885,626 TO COMPLETE THE 30-100% DESIGN OF THE ZONE 1 K8 STORMWATER BASIN RESILIENT INFRASTRUCTURE IMPROVEMENTS PROJECT AND APPROVING AN AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Key Biscayne ("Village") desires to complete the 30-100% design of the Zone 1 K8 Stormwater Basin Resilient Infrastructure Improvements Project (the "Project"); and

**WHEREAS,** the Project encompasses the integration and completion of stormwater system designs, the relocation and enhancement of water and sewer lines, and the undergrounding of electrical and telecommunications infrastructure; and

**WHEREAS,** the Florida Department of Environmental Protection ("FDEP") has awarded the Village a Resilient Florida Grant (the "Grant") in an amount of $885,626 for the Project; and

**WHEREAS,** the Village desires to accept the Grant and enter into the Grant Agreement, in substantially the form attached hereto as Exhibit "A," (the "Agreement"); 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.** **Acceptance and Approval.** That the Village Council hereby accepts the Grant in an amount of $885,626 from FDEP and approves the Agreement in substantially the form attached hereto as Exhibit "A."

**Section 3.** **Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

# STATE OF FLORIDA
# DEPARTMENT OF ENVIRONMENTAL PROTECTION
## Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):
**Village of Key Biscayne Central and South Basins Stormwater Improvements**

Agreement Number:
**24SRP04**

2. Parties
**State of Florida Department of Environmental Protection,**
**3900 Commonwealth Boulevard**
**Tallahassee, Florida 32399-3000**
(Department)

Grantee Name: **Village of Key Biscayne**
Entity Type: **Local Government**

Grantee Address: **88 West McIntyre Street, Suite 210**
**Key Biscayne, FL 33149**
FEID: **59-0291811**
(Grantee)

3. Agreement Begin Date:
**7/1/2023**

Date of Expiration:
**6/30/2026**

4. Project Number: **24SRP04**
*(If different from Agreement Number)*

Project Location(s): **Miami-Dade County**

Project Description: **The Village of Key Biscayne will complete the design and permitting phase of the Central and South Basins Stormwater Improvements Project, to include maximizing the pipe carrying capacity inherent to the assumed width of each existing drainage easement for the Basin 6 outfalls, enhancing the conveyance systems, and raising roadways within the project area.**

5. Total Amount of Funding:
**$ 885,626.00**

| Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☒ State ☐Federal | **FY 2023/2024 GAA 1819** | $ **885,626.00** |
| ☐ State ☐Federal | | $ |
| ☒ Grantee Match | | $ **885,626.00** |
| | Total Amount of Funding + Grantee Match, if any: | $ **1,771,252.00** |

6. Department's Grant Manager
Name: **Nick Morgan**
or successor
Address: **Resilient Florida Program**
**2600 Blair Stone Road, MS235**
**Tallahassee, Florida 32399**
Phone: **850-245-8351**
Email: **Nicolas.G.Morgan@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Colleen Blank**
or successor
Address: **Village of Key Biscayne**
**88 West McInytre Street**
**Key Biscayne, FL 33149**
Phone: **305-365-8948**
Email: **cblank@keybiscayne.fl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

| |
|---|
| ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| ☒ Attachment 2: Special Terms and Conditions |
| ☒ Attachment 3: Grant Work Plan |
| ☒ Attachment 4: Public Records Requirements |
| ☒ Attachment 5: Special Audit Requirements |
| ☒ Attachment 6: Program-Specific Requirements |
| ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S. |
| ☐ Attachment 8: Federal Regulations and Terms (Federal) |
| ☐ Additional Attachments (if necessary): |
| ☒ Exhibit A: Progress Report Form |
| ☐ Exhibit B: Property Reporting Form |
| ☒ Exhibit C: Payment Request Summary Form |
| ☐ Exhibit D: Quality Assurance Requirements |
| ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo |
| ☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808 |
| ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification** |

| 8. | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): |
|---|---|
| Federal Award Identification Number(s) (FAIN): | |
| Federal Award Date to Department: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | ☐ Yes ☐N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**Village of Key Biscayne** **GRANTEE**

By _____
*(Authorized Signature)* Date Signed

**Steve Williamson, Village Manager**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By _____
Secretary or Designee Date Signed

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

## ORCP Additional Signatures

DEP Grant Manager, Nick Morgan

DEP QC Reviewer, Hanna Tillotson

## Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**STANDARD TERMS AND CONDITIONS**
**APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; 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 any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**
**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

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

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

**28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

**29. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. 24SRP04**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**
The Project funded under this Agreement is Village of Key Biscayne Central and South Basins Stormwater Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☒ | Contractual (Subcontractors) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☐ | ☐ | Land Acquisition |

**5. Equipment Purchase.**
No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**
There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $885,626.00 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1,2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|---|---|
| $200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| $200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**GRANT WORK PLAN**
**AGREEMENT NO. 24SRP04**

**ATTACHMENT 3**

**PROJECT TITLE**: Village of Key Biscayne Central and South Basins Stormwater Improvements

**PROJECT LOCATION:** The Project is located in Village of Key Biscayne within Miami-Dade County, Florida.

**PROJECT DESCRIPTION:**
The Village of Key Biscayne (Grantee) will complete the design and permitting phase of the Village of Key Biscayne Central and South Basins Stormwater Improvements (Project). The Project will include the following improvements: maximizing the pipe carrying capacity inherent to the assumed width of each existing drainage easement for the Basin 6 outfalls; enhancing the conveyance systems and incrementally raising 19,860 linear feet of roadways within the project area; undergrounding electrical and telecommunications utilities; and the addition of a stormwater pump station with associated water quality best management practice treatment trains. Stormwater outfalls will be redesigned to accommodate sea level rise and flow velocities currently being modeled. The Project involves developing an integrated infrastructure design that coordinates stormwater, roadway, electrical/telecom, and water and sewer system improvements. The Project impact area includes 138 households and a school serving over 1,200 students.

**TASKS AND DELIVERABLES:**

**Task 1: Design and Permitting**

**Description:** The Grantee will acquire professional services for the engineering and design of stormwater drainage improvements in the Central and South Basins of the Village and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies.

**Deliverables:** The Grantee will submit:

- **1:.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design;
- **1:.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%)

completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

| Task No. | Task Title | Budget Category | DEP Amount | Match Amount | Total Amount | Task Start Date | Task Due Date |
|---|---|---|---|---|---|---|---|
| 1 | Design and Permitting | Contractual Services | $885,626 | $885,626 | $1,771,252 | 7/1/2023 | 3/31/2026 |
| | | Total: | **$885,626** | **$885,626** | **$1,771,252** | | |

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** **(850) 245-2118**
**Email:** public.services@floridadep.gov
**Mailing Address:** **Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Boulevard, MS 49**
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Audit Requirements**
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| **Original Agreement** | Florida Department of Environmental Protection | FY 23.24 | 37.098 | Resilient Florida Programs | $885,626.00 | 140065 |
| | | | | | | |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $885,626.00 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**PROGRAM-SPECIFIC REQUIREMENTS**
**RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT A**
**PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT C**
**PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**EXHIBIT F**

**DEP AGREEMENT NO. 24SRP04**

# VILLAGE OF KEY BISCAYNE CENTRAL AND SOUTH BASINS STORMWATER IMPROVEMENTS

**Village of Key Biscayne**

**Final Project Report**

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations**

**Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM**
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 24SRP04**

## RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

**Owner/Submitter's Name:** _____

**Address:** _____

**City:** _____ **State:** _____ **Zip:** _____

**Phone Number:** (  ) _____ **Email:** _____

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** _____ **Date:** _____

**Photo/video/audio/artwork/recording file name(s):** _____

**Location of photo/video/audio recording/artwork:** _____

**Name of person accepting Work submission** _____

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 24SRP04

Project Title: Village of Key Biscayne Central and South Basins Stormwater Improvements

Grantee: Village of Key Biscayne

---

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

DocuSign Envelope ID: 450654C5-4A6D-43A8-9C44-710ADD496551

# COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
# (PUR 1808)

## Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The Village of Key Biscayne is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: JUAN GUTIERREZ

Title: Director of Human Resources

Signature: DocuSigned by: JUAN GUTIERREZ 88BBADAC3284488... Date: 8/22/2023

# VILLAGE OF KEY BISCAYNE

*Village Council*

**Joe I Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Brett G. Moss**
**Edward London**
**Allison McCormick**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Tropical Storm Nicole Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) application for Zone 1 (K-8) Stormwater Pump Station

## RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to apply for the HMGP grant in the amount of $10,766,221 to help fund the pump station at Harbor Park as a part of the Zone 1 – K8 Integrated Stormwater Improvement Project.

## BACKGROUND

The Hazard Mitigation Grant Program is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. It is a partnership that is designed to assist states, local governments, private non-profit organizations and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration.

The Hazard Mitigation Grant Program is federally funded and is administered by the Florida Division of Emergency Management. The process of selecting eligible mitigation projects to be submitted for funding consideration has been delegated to each county's Local Mitigation Strategy Working Group (LMSWG) in accordance with 27P-22 of the Florida Administrative Code.

After a disaster declaration from a hurricane, counties that have qualified for post-disaster support can apply for grants through HMGP for projects that would mitigate future damages. Miami-Dade County qualified after both Hurricanes Ian and Nicole in 2022. The application the Village is requesting to submit will help pay for the pump station at Harbor Park as a part of the Zone 1 – K8 Integrated Stormwater Improvement Project. The total cost of the pump station plus a 5% contingency (5% is the max allowed by FEMA) is $10,766,232. The cost share for the Village, should this project be awarded is 25% ($2,691,558) and the Federal government would cover the remaining 75% ($8,074,673) in the HMGP grant.

If awarded the HMGP grant, the Village Council will have the opportunity to approve the grant agreement and formally accept the award at a later date. This resolution is exclusively authorizing the Village Manager to sign the application as an authorized representative, allowing the Village to apply for the grant. The application is not a grant agreement or any form of binding contract.

**RESOLUTION NO. 2023-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR A MATCHING HAZARD MITIGATION ASSISTANCE GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO OBTAIN FUNDING FOR A STORMWATER PUMP STATION AT HARBOR PARK; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Federal Emergency Management Agency ("FEMA"), through the Florida Division of Emergency Management (FDEM), may award municipalities grants under the Hazard Mitigation Grant Program (the "Grant") to fund eligible hazard mitigation measures following a major disaster declaration; and

**WHEREAS,** the Village of Key Biscayne ("Village") desires to apply for a matching Grant from FEMA to fund for a stormwater pump station at Harbor Park as part of the Zone 1 K-8 Integrated Stormwater Improvement Project (the "Project"); and

**WHEREAS,** if awarded a Grant for the Project, the Village will be required to provide a 25% match based on total Project costs; and

**WHEREAS,** the Village Council supports the Village's application, attached hereto as Exhibit "A" (the "Application"), for a Grant from FEMA to fund the Project and desires to authorize the Village Manager to submit the Application for the Grant; 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.** **Authorization.** That the Village Council hereby authorizes the Village Manager to submit the Application, in substantially the form attached hereto as Exhibit "A," to FEMA for a Grant to fund the Project.

**Section 3.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**THIS SECTION FOR STATE USE ONLY**

FEMA-____-DR-FL ☐ Standard HMGP ☐ 5% Initiative Application ☐ Application Complete
☐ Initial Submission or ☐ Re- Submission

**Support Documents**
☐ Conforms w/ State 409 Plan
☐ In Declared Area
☐ Statewide

**Eligible Applicant**
☐ State or Local Government
☐ Private Non-Profit (Tax ID Received)
☐ Recognized Indian Tribe or Tribal Organization

**Project Type(s)**
☐ Wind
☐ Flood
☐ Other:

**Community NFIP Status:** (Check all that apply)
☐ Participating Community ID#:_____
☐ In Good Standing ☐ Non-Participating ☐ CRS

**LMS Ranking:** _____
**County:** _____

**State Application ID:** _____

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Complete ALL sections and provide the documents requested. If you require technical assistance, contact the Florida Division of Emergency Management at **DEM_HazardMitigationGrantProgram@em.myflorida.com.**

## Section I – Applicant

**A. Applicant Instruction:** Complete all sections that correspond with the type of proposed project

| | |
|---|---|
| ***Application Sections I-IV:*** | *All* Applicants must complete these sections |
| ***Environmental Review:*** | *All* Applicants must complete these sections |
| ***Maintenance Agreement:*** | *Any* Applications involving public property, public ownership, or management of property |
| ***Flood Control – Drainage Improvement Worksheet:*** | *Acquisition, Elevation, Dry Flood Proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion* ***– one worksheet per structure*** |
| ***Generator Worksheet:*** | *Permanent, portable generators, and permanent emergency standby pumps* |
| ***Tornado Safe Room Worksheet:*** | *New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room* |
| ***Hurricane Safe Room Worksheet:*** | *New Safe Room, Retrofit of existing structure* |
| ***Wind Retrofit Worksheet:*** | *Wind Retrofit projects only – one worksheet per structure* |
| ***Wildfire Worksheet:*** | *Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other* |
| ***Drought Worksheet:*** | *Aquifers, other* |
| ***Utility Mitigation Worksheet*** | *Upgrades to sewer systems, upgrading electrical components for a utility, undergrounding electrical systems, etc.* |
| ***Request for Public Assistance Form:*** | FEMA Form 90-49 (Request for Public Assistance): *All* applicants must complete, if applicable. |
| ***Acquisition Forms:*** | If project type is Acquisition, these forms must be completed.<br>(Only one of the two *Notice of Voluntary Interest* forms is necessary.)<br>*Model Statement of Assurances for Property Acquisition Projects*<br>*Declaration and Release*<br>*Notice of Voluntary Interest (Town Hall Version)*<br>*Notice of Voluntary Interest (Single Site Version)*<br>*Statement of Voluntary Participation*<br>*FEMA Model Deed Restriction Language* |
| ***Application Completeness Guidance / Checklist :*** | All applicants are recommended to complete this checklist and utilize the guidance for completing the application. |

## B. Applicant Information:

**FEMA-4680-DR-FL** **DISASTER NAME: Nicole**

**Title of Project: K-8 Basin Long Term Flood Mitigation**

1. Applicant (Organization): **Village of Key Biscayne**
2. Applicant Type: ☒ State or Local Government ☐ Native American Tribe ☐ Private Non-Profit ☐ Special District
3. County: **Miami-Dade**
4. State Legislative Senate District(s): **37**; State Legislative House District(s): **FL-112** ; Congressional House District(s): **FL-27**
5. Federal Tax I.D. Number: **300239421**
6. Data Universal Numbering System (DUNS): **618258227**
7. Federal Information Processing Standards (FIPS) Code*: **086** *(*if your FIPS code is not known, see guidance)*
8. National Flood Insurance Program (NFIP) Community Identification Number: **120648** *(this number can be obtained from the FIRM map for your area)*
9. **Point of Contact:** (Applicant staff serving as the coordinator of project)

   ☒Ms. ☐Mr. First Name: **Colleen** Last Name: **Blank**
   Title: **Capital Program and Grants Manager**
   Address: **88 W. McIntyre St, Suite 250**
   City: **Key Biscayne** State: **FL** Zip Code: **33149**
   Telephone: **305 365 8948** Email: cblank@keybiscayne.fl.gov

10. **Application Prepared by:**

    ☒Ms. ☐Mr. First Name: **Colleen** Last Name: **Blank**
    Title: **Capital Program and Grants Manager**
    Address: **88 W. McIntyre St, Suite 250**
    City: **Key Biscayne** State: **FL** Zip Code: **33149**
    Telephone: **305 365 8948** Email: cblank@keybiscayne.fl.gov
    Organization: **Town of Key Biscayne**

11. **Authorized Applicant Agent** ***(proof of authorization authority required)***

    ☐Ms. ☒Mr. First Name: **Steven** Last Name: **Williamson**
    Title: **Village Manager**
    Address: **88 W. McIntyre Street**
    City: **Key Biscayne** State: **FL** Zip Code: **33149**
    Telephone: **305 365 5514** Email: **jrasco@keybiscayne.fl.gov**

    **Signature:** _____

    **Date:** _____

12. Local Mitigation Strategy (LMS) Compliance
    a. All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? ☒ Yes ☐ No
    b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. ☒ Yes ☐ No Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.
    c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within $500.00 between the two. ☐ Yes ☒ No
13. Has this project been submitted under a previous disaster event? ☒ No
    ☐ Yes, provide the disaster number and project number (as applicable): _____

## Section II – Project Description

### A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
   ☒ Flood ☐ Wind ☐ Storm surge ☐ Wildfire ☒ Other *(list)*: **High Tide Flooding, Infrastructure Failure, Svere Storm, Coastal A Flood**

2. Identify the type of proposed project:
   ☐ Elevation and retrofitting of residential or non-residential structure
   ☐ Acquisition and Relocation ☐ Acquisition and Demolition
   ☐ Wind retrofit ☒ Drainage project that reduces localized flooding
   ☐ Generator ☐ Other (explain) _____

3. List the total number of persons that will be protected by the proposed project (*include immediate population affected by the project only*):

   **2896 = 1746 (485 single family dwellings X 3.6 Florida average household size) + 1150 (Students and staff at the K-8 School LUC 522)**

4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (*include immediate area affected by the project only*):

   **17**

5. Fill in the level of protection and the magnitude of event the proposed project will mitigate. *(e.g. 23 structures protected against the 100-year storm event (1% chance)*

   **485** structure(s) protected against the **10** -year storm event *(10, 25, 50, 100, or 500 year storm event)*

   _____ structure(s) protected against _____ mile per hour (mph) winds

6. Check **all** item(s) the project may impact:
   ☐ Wetlands ☐ Water Quality ☐ Previously Undisturbed Soil
   ☒ Floodplain ☒ Coastal Zone ☐ Toxic or Hazardous Substances
   ☐ Historic Resources ☐ Fisheries ☐ Threatened & Endangered Species
   ☐ Vegetation Removal ☐ Public Controversy ☒ Potential for Cumulative Impacts
   ☒ Health & Safety ☐ Other _____

7. ***Engineered projects:*** *If* your project has been already designed and engineering information is available, attach to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types). ☐ No ☒ Yes If so, see Attachment #(s) Engineering-H&H Study an Design Plans -Onedrive_1_5_9-2023.zip.

### B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will ***solve*** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. ***Ensure that each proposed project is mitigation and not maintenance***.

DRAFT

1. Describe the existing problems:

The Village of Key Biscayne currently relies on drainage wells, and gravity outfalls for the discharge of stormwater. As sea level rises and storms increase in occurrence and severity as a result of climate change, the capacity to discharge into Biscayne Bay and absorption into the groundwater system is diminishing. The topography of the Village ranges from 1.5 feet NAVD to 8.0 feet NAVD with the lowest catch basin at 1.48 feet NAVD. The current astronomical high tide elevation is 1.61 feet NAVD with sea level potentially rising to 2.35 feet NAVD by 2050. Low areas within the Village will experience more frequent flooding and increased tidally influenced flooding as the hydraulic connection between the mean sea level and the drainage zone is reduced in the future.

Sea level rise poses an existential threat to the Village of Key Biscayne, and without action, by 2070, every part of the Village will experience tidal flooding. Many areas will be permanently inundated without action. The largest asset at-risk of flooding are the Village's roadways. Without any adaptative measures taken by 2070, the Village can expect large amounts of flooding in their roadways even on days with little to no precipitation. Due to their low elevations, proximity to the ocean, and low groundwater capacity, this outlook is typical for many of Florida's barrier islands. In this way, the Village is not alone in its risks. However, due to the single roadway access to the Village and one North/South arterial roadway, there are unique challenges.

There are 1,504 properties in Key Biscayne that have greater than a 26% chance of being severely affected by flooding over the next 30 years. This represents 99% of all properties in Key Biscayne. In addition to damage to properties, flooding can also cut off access to utilities, emergency services, transportation, and may impact the overall economic well-being of an area. Overall, Key Biscayne has an extreme risk of flooding over the next 30 years, which means flooding is likely to impact day-to-day life within the community. This is based on the level of risk the properties face rather than the proportion of properties with risk.

The K-8 Basin is one of the most severely flooded areas during storm events. Roadways are impassable and flood waters threaten life, safety, and property. Emergency vehicles cannot safely pass through the several feet of water that accumulates in the roadways and residents cannot access services or leave their homes safely.

While sea level rise presents a gradually increasing problem, stronger storms and hurricanes produce severe effects on an already over-capacity stormwater system.

DRAFT

2. Describe the type(s) of protection that the proposed project will provide:

The K-8 Basin Project includes stormwater trenching, resizing pipes and storm drains, and the construction of a pump station. This will increase the capacity of the stormwater system, enable the Village to lessen local damages from flood events, and reduce the potential cascading impacts associated with nuisance flooding that will progressively impact the Village as sea level rise becomes more relevant over the next 50 years. The K-8 Basin Project is designed to a 10-year, 24-hour storm with a total rainfall of 8 inches in the project area. This will mitigate many currently disruptive events such as king tides, severe rainfall events, and tidal flooding during coastal storm events. Flooding will be reduced for 500 at-risk structures, including 14 repetitive loss structures that have an overall claim history payout of $2,142,164 over the last 23 years.

The protection level designed into this project will also mitigate anticipated SLR into 2070. By 2070 (NOAA 2017 intermediate low curve), the Village can expect 0.75 feet of high tide flooding. High tide flooding, sometimes commonly referred to as nuisance or sunny day flooding, can interrupt the Village's ability to travel, respond to emergencies, and reduces its ability to discharge stormwater even in circumstances with no precipitation. The 0.75 feet of high tide flooding documented under the NOAA 2017 intermediate low curve is consistent with design storm of the proposed improvement project.

The K-8 Basin Project area boarders the Village center where 11 commercial business, the Village Hall and Police Department, the Village Fire/Rescue Department, the Village Chamber of Commerce/Visitor Center and the Village K-8 School are located and are at risk to SLR flooding under the 2040 and 2070 scenarios. The K-8 Basin Project will protect these property owners, businesses and Village critical facilities from the financial hardship resulting from repeated flooding in the future.

The K-8 Basin Project will aid in eliminating roadway flooding, closures and detours allowing residents and emergency personnel to enter/exit adjacent neighborhoods, and Village center during heavy rainfall events and high tide events. With the improvement in place roadways will remain unflooded for more days, reducing traffic delays for emergency responders, residents and visitors alike.

By 2070 the Village can expect over 0.75 feet of high tide flooding. High tide flooding, under this scenario will permanently inundate the K-8 Basin project area. According to NOAA, "the U.S. Southeast Atlantic and Gulf Coast regions saw an increase of over 400 to 1,100 percent, respectively, in high tide flooding days compared to the year 2000." Consequently, the increase over the next fifty years, presented in the Qualitative Hazard Assessment Methodology and Results study (see attachments) are consistent with projections from NOAA. These flooding projections further reveal that improvements considered for the K-8 Basin will be necessary and can be one of the most beneficial adaptation strategies from a community safety and resiliency perspective.

DRAFT

3. Scope of Work (describe in detail what you are planning to do):

**Note: The funds received from this HMGP grant will go to the construction of the K-8 Basin Project only. All planning and design will be completed before FEMA funds are awarded. The technical support that is provided as part of this application is part of the planning and design of the flood mitigation measures for the K-8 Basin project.**
**The Village of Key Biscayne completed a stormwater improvement project, which included the installation of backflow preventer devices on all outfalls. Backflow devices prevent daily tidal fluctuations from entering the Village's stormwater system, but when coastal storm events occur in a high tide situation, the system's ability to discharge is diminished until the tide drops. As water levels in Biscayne Bay and groundwater elevations increase, these types of gravity drainage systems and conventional best management practices will not function or provide the level of service that are anticipated in 2040 and 2070.**

**Sea level rise is likely to increase flooding during high tides and storm surge events that will supersede the protection levels of the backflow preventer devices impacting low lying areas of the village. The ability to drain standing water after rainfall events and elevated ground water will also be reduced with elevated sea levels by limiting stormwater discharge through the existing gravity operated systems. As an increase in tidal elevation continues through sea level rise the need for a more robust drainage network will be evident.**

**To evaluate the Village's existing discharge capacity, the existing gravity system was examined to determine the maximum flow at certain conditions. The recommendation put forward in the Scope of Services for the K – 8 School Design and Permitting, July 2022 will be carried through design of the K-8 Basin stormwater drainage improvements. The results will provide the hydraulic design calculations for the proposed drainage system, pump station, and dissipator structures. These calculations will be incorporated into the Final Drainage Report and will be submitted to relevant regulatory agencies as a part of the permit applications before construction is funded. Additional street improvements will include green infrastructure and traffic calming and will be designed to the Village's level of service requirements.**

**The K-8 Basin project includes expanding the capacity of the stormwater system in the K-8 basin with a new pump station located in Harbor Park. The pump station will be accompanied by expanded stormwater pipe sizes, and additional and larger outfalls to accommodate the increase in the amount of stormwater that will enter the pump system. This pump station is necessary to move water off Village roadways which will allow emergency vehicles to access properties. This pump station will increase the drainage capacity of this basin by 233.9 cfs. The total discharge capacity of the existing system is 13.3 and the capacity required to keep the center of the roads from flooding and for the edges of the rights of way to drain within 12 hours is 247.2 cfs. These improvements are for emergency vehicles to access residences during storm events and for residents to access services and be able to safely leave their homes. The K-8 Basin project will enable the Village to lessen local damages resulting from flood events and reduce the potential cascading impacts associated with nuisance flooding that will progressively impact the village as sea level rise (SLR) becomes more relevant over the next 50 years.**

4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:

**The Florida Power and Light (FPL) Company is planning to underground utilities within the K-8 Basin Project area. Extents of the undergrounding project are W. Heather Drive to the north, W. Enid Drive to the south, Harbor Drive to the west, and Fernwood Drive to the East. Excavation of areas in the K-8 Basin Project right of way will be integrated and closely coordinated with FPL during design stages of the project and established before HMGP funds are awarded. Close coordination wih FPL over the past year has ensured that planning and design of the K-8 Basin will be impacted by the undergrounding project but will be designed in conjunction with the K-8 basin project. The village intends on continued coordination with FPL through the completion of their project and the K-8 Basin project.**

## Section III – Project Location *(Fully describe the location of the proposed project.)*

### A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

   Site Location: **K-8 Basin (see Location Map), Harbor Park**
   Address(es): **571 Harbor Dr, Key Biscayne, FL 33149**
   GPS coordinates (decimal degree format): **25.693712 / -80.162827**
   Project Zip Code(s): **33149**

2. Titleholder: **Village of Biscayne**

3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☒ Yes ☐ No

4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include ***all*** structures in project area.

   ☒ Residential property: 485
   ☒ Businesses/commercial property: 11
   ☐ Other: Key Biscayne Village Hall Police Department, Fire / Rescue Department, Chamber of Commerce / Visitors Center
   ☒ Public buildings: _____
   ☒ Schools/hospitals/houses of worship: 1

### B. Flood Insurance Rate Map (FIRM) Showing Project Site

| | | |
|---|---|---|
| 1. ☒ | Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. ***FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map.*** FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal. | |
| 2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area) *(See FIRM legend for flood zone explanations) (A Zone must be identified)* | | |
| ☐ | VE or V 1-30 | ☒ AE or A 1-30 |
| ☐ | AO or AH | ☐ A (no base flood elevation given) |
| ☐ | B or X (shaded) | ☐ C or X (unshaded) |
| ☐ | Floodway | ☐ |
| ☐ | Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this Zone; coordinate with your state agency before submitting an application for a CBRA Zone project). | |
| 3. ☒ | **If the FIRM Map for your area is not published**, attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map. | |
| 4. ☐ | Attach a copy of a Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area | |

### C. Maps with Project Site and Photographs

1. ☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
2. ☒ Attach a USGS 1:24,000 TOPO map with project site ***clearly*** marked on the map.
3. ☐ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information – including year built and foundation.
4. ☒ Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, include the following angles: front, back and both sides.

DRAFT

## Section IV – Budget/Costs

In order to assist applicants with filling out the following Budget section, we have provided the following instructions for your convenience. For this section, we ask that you provide details of all the estimated costs of the project, as it is used for the benefit-costs analysis as well as for the feasibility and effectiveness review.

For the cost sections relating to Materials, Labor, and Fees, it is important to note,

- Lump sums without supporting documentation showing a breakdown of those costs are not acceptable. For those items that will not fit in the spaces provided, attach the appropriate documentation to your application.
- Identify your match sources in sections B and I.
- Sub-Total cells will auto sum the costs in their respective columns.
- Do not factor management costs into parts A-C. If management costs are being requested, see part G.
- Contingency Costs need to be justified and reported as a separate line item in part E of this section. From left to right in that part, enter the desired percentage (maximum 5% of Material/Labor), the amount the percentage is to be applied to, and the resulting amount. **PLEASE NOTE**- These cells will not auto-calculate across the row, but the final cell will be calculated into the Final Project Cost below it. Take care that everything is calculated correctly.
- Pre-Award Costs: costs must be identified as a separate line item, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost and requested start date.
- Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.
- All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (below) AND identified on the Funding Sources - Section IV I.

For project management costs, in compliance with Disaster Relief and Recovery Act of 2018 (DRRA) and the subsequent FEMA Interim Policy #104-11-1, the Florida Division of Emergency Management has included a section for applicants to request, or refuse, project management funds that are available to them. Under this new policy, HMGP projects awarded under disasters declared on or after August 1, 2017, are eligible for project management costs up to 5 percent of their total project costs.

Applicants choosing to apply for this funding must detail the specific administrative costs in Part G of this section. These costs must be eligible administrative costs, conforming to the requirements set in 2 CFR Part 200 Subpart E. Applicants must ensure that their administrative costs are reasonable, allowable, allocable, and necessary for the performance of the federal award.

The State will allot these management costs on a project-by-project basis per the amount requested by the sub-recipient, up to 5 percent of the total project cost. A sub-recipient may request less than this, but no higher. These management costs will be considered a separate pool of funding, and **WILL NOT** affect a project's benefit-cost analysis.

Management costs will be reimbursed per reimbursement request, and no more than 5 percent of any given reimbursement request amount. All management costs reimbursements will be contingent upon adequate documentation from the sub-recipient.

Management costs will be reimbursed at 100 percent of the amount of management costs requested, so far as they are adequately documented and are no more than 5 percent of the request. Any unused management costs at closeout following the final payment will be de-obligated. If the final total project cost results in an under-run, management costs will be reduced accordingly.

Applicants must make the determination to request or refuse management costs at the time of formal application submittal. The State will accept the initial determination from the applicant. There will be no recourse from the State for applicants wishing to change their initial determination after the application has been formally submitted.

## A. Materials

| Item | Unit | Quantity | Cost per Unit | Cost |
|---|---|---|---|---|
| Backfill | LS | 1 | $50,300.00 | $50,300.00 |
| Aggregate Base | LS | 1 | $8,739.00 | $8,739.00 |
| Excavation | LS | 1 | $0.00 | $0.00 |
| Electrical | LS | 1 | $1,184,820.00 | $1,184,820.00 |
| Structural Concrete | LS | 1 | $575,082.00 | $575,082.00 |
| Pumps and Valves | LS | 1 | $2,073,123.00 | $2,073,123.00 |
| Precast Screen Wall | LS | 1 | $182,228.00 | $182,228.00 |
| 24" Precast Pile | LS | 1 | $200,560.00 | $200,560.00 |
| Secant Pile Wall | LS | 1 | $2,472,313.00 | $2,472,313.00 |
| Grating Platform | LS | 1 | $94,428.00 | $94,428.00 |
| CDS Hydrodynamic Separator | LS | 1 | $201,901.00 | $201,901.00 |
| | | | | |
| | | | | |
| | | | ***Sub-Total*** | **$7,043,494.00** |

## B. Labor Include equipment costs. Indicate all "soft" or in-kind matches (**).

| Description | Hours | Rate | Cost |
|---|---|---|---|
| Backfill | 1 | $13,129.00 | $13,129.00 |
| Aggregate Base | 1 | $1,678.00 | $1,678.00 |
| Excavation | 1 | $105,941.00 | $105,941.00 |
| Electrical | 1 | $789,880.00 | $789,880.00 |
| Structural Concrete | 1 | $296,799.00 | $296,799.00 |
| Pumps and Valves | 1 | $125,075.00 | $125,075.00 |
| Precast Screen Wall | 1 | $24,724.00 | $24,724.00 |
| 24" Precast Pile | 1 | $55,338.00 | $55,338.00 |
| Secant Pile Wall | 1 | $1,648,208.00 | $1,648,208.00 |
| Grating Platform | 1 | $14,688.00 | $14,688.00 |
| CDS Hydrodynamic Separator | 1 | $134,600.00 | $134,600.00 |
| | | ***Sub-Total*** | **$3,210,060.00** |

## C. Fees Paid Include any other costs associated with the project.

| Description of Task | Hours | Rate | Cost |
|---|---|---|---|
| *Pre-Award | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | ***Sub-Total*** | **$0.00** |

**D.** **Total Estimated Project Cost** **$10,253,554.**

**E.** Contingency Costs (maximum 5% of Material/Labor) 5.00% $512,677.00 $512,667.00

**F.** **Final Project Cost** $10,766,221.

***Note:*** *To be eligible for HMGP Pre-Award costs – the costs must be identified as a separate line item in the estimate above, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost requesting.*

*Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.*

*All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (above) AND identified on the Funding Sources - Section IV I.*

## G. Project Management Costs

Based on the amount of total project cost being requested in Part D (above), your project is eligible for up to an additional 5% of that amount for project management costs. Indicate below whether or not you would like to request these funds and follow the directions for your selected choice.

**Total Estimated Management Costs Available** (5% of Total Project Costs) *$538,311.55*
*Note: This number will be generated automatically after Part I is completed*

☒ **YES**, I would like to requests these funds (Fill out the itemized table below, then continue to Part I)*

☐ **NO**, I do not wish to request these funds. (continue to Part I)*

| Description | Hours | Rate | Cost |
|---|---|---|---|
| Kickoff Meeting and Project Startup | 60 | $200.00 | $12,000.00 |
| State and FEMA Coordination | 80 | $200.00 | $16,000.00 |
| Construction Contractor Coordination | 100 | $200.00 | $20,600.00 |
| Monthly Invoicing Oversight | 400 | $200.00 | $80,000.00 |
| Quarterly Reports Oversight | 400 | $200.00 | $80,000.00 |
| Monthly Site Inspections | 180 | $200.00 | $36,000.00 |
| Public Outreach | 200 | $200.00 | $40,000.00 |
| Adjacent Neighbor Impact Group Meetings | 200 | $200.00 | $40,000.00 |
| Project Closeout | 80 | $200.00 | $16,000.00 |
| | | | |
| Advisory Contractor | | | $197,711.15 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

## H. Total Estimated Management Costs Requested *$538,311.15*

***Note:** By selecting either "yes" or "no" the applicant is acknowledging that they understand what is being offered to them as it is described in this application.

DRAFT

## I. Funding Sources (round figures to the nearest dollar)

***The maximum FEMA share for HMGP projects is 75%.*** The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level, such as CDBG, and certain tribal funds) may not be used for the Non-Federal share of the costs.

| | | | | | |
|---|---|---|---|---|---|
| 1. | ***Estimated Federal Share*** | $8,074,673.00 | 75 | % of Total | (Maximum 75%) |
| 2. | ***Non-Federal Shares*** | | | | |
| 3. | Estimated Local Shares | $2,691,558.00 | 25 | % of Total | (Cash) |
| 4. | | | | % of Total | (In-Kind**) |
| 5. | | | | % of Total | (In-House***) |
| 6. | | $0.00 | | % of Total | (Global Match****) |
| 7. | ***Other Agency Share*** *(Identify Non-Federal Agency and availability date)* | | | % of Total | |
| 8. | ***Total Funding sources from above*** | **$10,766,231.00** | **100.00%** | ***Total*** | (Equals 100%) |

☐ **Identify proposed eligible activities directly related to project to be considered for In-Kind services in Section IV.C. Fees

☐ ***Identify proposed eligible activities directly related to project to be considered for In-House services in Section IV.C. Fees

☐ ****Separate project applications must be submitted for each Global Match project.

Global Match Project Number and Title: _____

| | | | | | |
|---|---|---|---|---|---|
| 9. | ***Total Estimated Management Costs*** | ***Requested*** | | | |
| | | ***Available*** | $538,311.55 | 5% of Total | (Max Allowed) |

## J. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimated time-line for the critical activities not to exceed a period of 3 years (36-months) of performance. ***(e.g. Contracting, Designing, Engineering, Permitting, Inspections, closeout, etc.)***

| ***Milestone(s)*** | ***Number of Months to Complete*** |
|---|---|
| State and Local Contracting | 2 |
| Construction / Installation | 20 |
| Construction Plan Development | 2 |
| Commissioning | 1 |
| Permitting | 4 |
| Local Inspections/Compliance | 3 |
| State Final Inspections / Compliance | 3 |
| Close out Compliance | 1 |
| | |
| | |
| | |
| | |
| | |
| | |
| **Total** | 36 **Months** |

DRAFT

## Section V. Environmental Review and Historic Preservation Compliance

***(NOTE: This application cannot be processed if this section is not completed.)***

Because the HMGP is a federally funded program, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

**A. The following information is required for the Environmental and Historic Preservation review:**

*All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for Applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, provide the applicable documentation from this section to facilitate the NEPA compliance process.*

1. ☒ Detailed project description, scope of work, and budget/costs (Section II and Section IV of this application).
2. ☒ Project area maps (Section III, part B & C of this application).
3. ☒ Project area/structure photographs (Section III, part C of this application).
4. ☒ Preliminary project plans.
5. ☒ Project alternatives description and impacts (Section V of the application).
6. ☒ Complete the applicable project worksheets.
   Documentation showing dates of construction are required for all structures.
7. ☒ Environmental Justice – Provide any applicable information or documentation regarding low income or minority populations in the project area. See Section V.B of this application for details.
8. ☒ Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* below.

**B. Executive Order 12898; Environmental Justice for Low Income and Minority Population:**

1. Are there low income or minority populations in the project area or adjacent to the project area?
   ☐ No ☒ Yes; describe any disproportionate and adverse effects to these populations:

   With 14,530 people, Key Biscayne is the 255th most populated city in the state of Florida out of 950 cities. The largest Key Biscayne racial/ethnic groups are Hispanic (74.3%) followed by White (23.4%) and Two or More (1.6%). In 2021, US-born citizens make up 38.78% of the resident pool in Key Biscayne, while non-US-born citizens account for 28.37%. Additionally, 32.85% of the population is represented by non-citizens. The average annual household income in Key Biscayne is $245,008, while the median household income sits at $167,990 per year. White-collar workers make up 95.77% of the working population in Key Biscayne, while blue-collar employees account for 4.23%. There are also 1,592 entrepreneurs in Key Biscayne (26.23% of the workforce); 3,812 workers employed in private companies (62.8%); and 261 people working in governmental institutions (4.3%). Approximately 9.94% of the population in Key Biscayne holds a high school degree (that's 978 residents), while 13.14% have attained a college certificate (1,342 locals) and 37.05% have a bachelor's degree (3,644 people).

   Demographic data shown in this section was gathered from the latest U.S. Census Bureau release, the 2021 American Community Survey.

DRAFT

2. ☒ To help evaluate the impact of the project, explain below or attach any other information that describes the population, or portion of the population, that would be either disproportionately or adversely affected. Include specific efforts to address the adverse impacts in your proposal narrative and budget.

Key Biscayne is a vibrant, residential community on a seven-mile-long, two-mile-wide barrier island only minutes from downtown Miami in Miami-Dade County. With two oceanfront resorts, the island community attracts visitors throughout the year.

Although the island has a rich history dating back to 1513, Key Biscayne is now a sophisticated community with a diverse population of families, seniors, business leaders and professionals from around the globe. Key Biscayne has terrific beaches and the added appeal of being sandwiched between two major parks – Crandon Park to the north and Bill Baggs Cape Florida State Park, named by Conde Nast Traveler as one of the best beaches in the nation, to the south. Key Biscayne also offers a nearby coastal barrier reef and the only federally recognized underwater archaeological trail in the United States.

The Village of Key Biscayne offers a wide range of services, including police protection, fire and emergency medical service, public works infrastructure and maintenance, a full-service building, zoning, and planning service activities, solid waste collection, and a comprehensive storm water management system.

DRAFT

## C. Tribal Consultation *(Information Required)*

*Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.*

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.

   Projections for years 2000 to 2040 are based on applying past growth trends, average person per household and the projected number of units to the next twenty year planning period. While these numbers are useful in planning for future services and infrastructure, they are to be used as guidance and not as a true prediction. It is likely, based on recent redevelopment trends in the single family residential areas that the Village will continue to experience population growth in the under 20 age groups, while the age 70 and over groups will decline. Additionally, population numbers could be skewed by the recent completion of two Developments of Regional kthe recent past, but will not be continued into the future. The Village is essentially built-out, with only a handful of vacant single family residential lots remaining. All future growth will be in the way of redevelopment on existing platted lots. The Village anticipates no changes to densities or to the Future Land Use that currently exists. Commercial development is not likely to change in any significant way. Crandon Boulevard is developed. The Future Land Use Map for this planning period is the same as from the previous period (see Future Land Use and Vacant Parcels Map attachment - excerpted from the July 2007 Evaluation and Appraisal Report prepared by WRT).

2. Provide information on any known site work or historic uses for project location.

   The Tequesta (also Tekesta, Tegesta, Chequesta, Vizcaynos) were a Native American tribe. At the time of first European contact they occupied an area along the southeastern Atlantic coast of Florida. They had infrequent contact with Europeans and had largely migrated by the middle of the 18th century.

   The Tequesta lived in the southeastern parts of present-day Florida. They had lived in the region since the 3rd century BCE and remained for roughly 2,000 years. By the 1800s, most had died as a result of settlement battles, slavery, and disease. The Tequesta tribe had only a few survivors by the time that Spanish Florida was traded to the British, who then established the area as part of the province of East Florida.

   The Tequesta tribe lived on Biscayne Bay in what is now Miami-Dade County and further north in Broward County at least as far Pompano Beach. Their central town (called "Tequesta" by the Spaniards in honor of the chief) was on the north bank of the Miami River. A village had been at that site for at least 2,000 years. The Tequesta situated their towns and camps at the mouths of rivers and streams, on inlets from the Atlantic Ocean to inland waters, and on barrier islands and keys.

   ☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (feet) and vertical depths (square feet) of all anticipated ground disturbance of 3 inches or more.

## D. Alternative Actions *(Information Required)*

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".

1. **No Action Alternative**

Discuss the impacts on the project area if no action is taken.

The Village operates and maintains a stormwater management system which includes over 17 miles of storm sewer pipes, 741 catch basins and manholes, 39 gravity drainage wells, 17 outfalls, and 2 stormwater pump stations, which discharge into gravity wells. The 20 outfalls connect into a network that consists of swales, inlets, gravity drainage wells, and exfiltration trench. There are also two (2) stormwater pump stations that are located on the east side of Crandon Blvd.

If no action were taken the Village will continue to incur flooding from severe rainfall and tidal flooding. The system's ability to discharge will continue to diminish and flood events will become more frequent with greater magnitude causing damages to the village. As Biscayne Bay and groundwater elevations increase, traditional gravity drainage systems and conventional best management practices will not function or provide the desired level of service.

**2. Other Feasible Alternative**

Describe a feasible alternative project that would be the next best solution if the primary alternative is not accomplished. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Include a Scope of Work, engineering details (if applicable), estimated budget and the impacts of this alternative. Complete *all* of parts **a-e** (below).

**a. Project Description for the Alternative**

Describe, in detail, the alternative project, and explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s). Also, provide pros and cons for this alternative and a reason for why it was not selected.

If the Village considered injection wells as an option, then an analysis on the groundwater system will be needed to determine the applicability and the spacing of these systems to not affect the groundwater levels as well as the potential for mounding by implementing these systems. A Technical Memorandum "Deep Injection Wells as a Stormwater Management Option" was prepared for the City of Miami Beach. This memo states, "during heavy storms or abnormal high-tides ("King Tides") these shallow drainage wells have become less reliable because they do not have the necessary free-board for gravity to drain the water into the underlying injection horizon. Therefore, the capacity of these shallow stormwater drainage wells is heavily influenced by shallow groundwater elevations, magnitude of high tides over mean sea level and long-term sea level rise." Therefore, drainage wells are not a viable discharge source for the future improvements. Injection wells will also be affected, and the head conditions will be diminished over time which would require raising entire systems over time. In addition, mounding effects may occur which would raise the groundwater to potentially the land surface depending on the capacity of the pumps and locations of the wells.

**b. Project Location of the Alternative** (*describe briefly, if different from proposed project*)

Injection wells were analyzed for their potential use to improve drainage within the K-8 Basin.

☐ Attach a map or diagram showing the alternative site in relation to the proposed project site (*if different from proposed project*)

**c. Scope of Work for Alternative Project**

Deep Injection Wells are an option for discharging stormwater in the K-8 Basin. The current state UIC regulations and local hydrogeologic conditions underlying the Village of Key Biscayne would allow it to be feasible to construct a Class V injection well into the Boulder Zone to provide a reliable method to better manage stormwater. Additionally, the injection wells are limited to approximately 42 MGD (65 cfs) because locally available drilling rigs are only capable of supporting the weight of the steel injection casing during installation that corresponds to maximum diameter of 36 inches. To construct a well, the well site will require an approximate 100-foot by 150-foot work area and each well must maintain a 300 to 500 foot spacing as to not be within the cone of influence of another well. The total estimated construction cost for a 20 MGD injection well with a life expectancy of 20 to 25 year and the associated injection well pump station is approximately $9 to $11 million dollars The estimated required discharge capacity for the project area is approximately 2,380 cfs, which equates to 37 wells. However, the current available locations would only allow for approximately 8 wells to be installed within the Village, which leaves a deficit of approximately 1,861 cfs.

**d. Impacts of Alternative Project**

Discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upstream and Downstream Surface Water Impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

Due to the decrease in future head conditions as sea level rise occurs, the hydraulic connection between the ocean and the drainage/injection zone will be reduced and may cause drainage wells to backflow causing "Sunny Day" flooding. In addition, increasing the number of injection wells will cause a reduction in hydraulic capacity of the injection zone due to interfering mounding effects to the ground water system which can also result in higher ground water levels exceeding land surface elevations. Providing additional injection wells is very expensive and is not be a viable option as a long-term solution for discharging and treating stormwater.

**e. Estimated Budget/Costs for Alternative Project**

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

| | |
|---|---|
| Materials: | $78,000,000.00 |
| Labor: | $10,000,000.00 |
| Fees: | $500,000.00 |
| **Total Estimated Project Cost:** | **$88,500,000.00** |

DRAFT

**HMGP ENVIRONMENTAL REVIEW**

***Information and Documentation Requirements by Project Type***

| ***Retrofits to Existing Facilities/Structures***<br>***Elevations***<br>***Acquisitions with Demolition*** |
|---|
| ✓ Dates of Construction<br>✓ Ground disturbance map for projects with 3 inches or more of ground disturbance<br>✓ Structure photographs |
| ***Drainage Improvements*** |
| ✓ Engineering plans/drawings<br>✓ Permit or Exemption letter to address any modifications to water bodies and wetlands<br>o Department of Environmental Protection<br>o Water Management District<br>o U.S. Army Corps of Engineers<br>✓ Ground disturbance map for projects with 3 inches or more of ground disturbance.<br>✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats.<br>✓ If the project is in a coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources.<br>✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland.<br>✓ Concurrence from your Local Floodplain Manager – if project is located in a floodplain. |

*Note: This is a general guideline for most projects. However, there will be exceptions. Consult with state environmental staff on project types not listed.*

DRAFT

## Section VI – Maintenance Agreement

***All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.***

***(NOTE: Not applicable to projects solely related to residential or private property.)***

The Village of Key Biscayne, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by Steve Williamson the duly authorized representative
(*printed or typed name of signing official*)

Village Manager,
(*title*)

This _____(*day*) of October (*month*), 2023 (*year*).

**Signature*** _____

***Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)***

DRAFT

# HMGP Application Completeness Guidance/Checklist

This guidance/checklist contains an explanation, example and/or reference for information requested in the application. Use this list to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this list is similar to the form that will be used during the application sufficiency review by the HMGP staff.

**Project Title:** K-8 Basin Long Term Flood Mitigation Project

**Applicant:** Key Biscayne

| Application Information | Explanation of Information Required | ✓ |
|---|---|---|
| ***Section I*** | | |
| **B. Applicant Information** | | |
| **FEMA___-DR-FL** | Type in the four digit number FEMA assigned to the disaster that this application is being submitted under. (Example: 4337, 4283) | ☒ |
| **DISASTER NAME** | Type in the Disaster name. (Example: Hurricane Irma, Tropical Storm Fay) | ☒ |
| **Title of Project** | The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee, City Hall Building, Wind Retrofit) | ☒ |
| **1. Applicant** | Name of organization applying. Must be an eligible applicant. | ☒ |
| **2. Applicant Type** | State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate) | ☒ |
| **3. County** | Indicate county in which the project is located. | ☒ |
| **4. State Legislative and Congressional District(s)** | Specify the appropriate State Senate, House and Congressional District code for the **project site**. For multiple sites, list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx | ☒ |
| **5. Federal Tax I.D. Number** | List the Federal Employer's Identification Number (FEIN), also known as Federal Tax Identification number, 9-digit code. May be obtained from your finance/accounting department. | ☒ |
| **6. DUNS Number** | Include Data Universal Numbering System (DUNS) number in appropriate location on application. Typically, this number can be obtain through your finance department. If not, use the link below to look up your entity. If none, exists you can use the same link to request one. https://www.dnb.com/duns-number.html | ☒ |
| **7. FIPS Code** | List the Federal Information Processing Standards (FIPS) Code. May be obtained from your finance/accounting/grants department. If none, submit FEMA Form 90-49. See state website under the relevant disaster (https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/) | ☒ |
| **8. NFIP ID Number** | List the National Flood Insurance Program (NFIP) number. You must be a participating NFIP member to be eligible for HMGP funding. Make sure that the number is the same as the panel number on the FIRM provided with the application. | ☒ |
| **9. Point of Contact** | Provide all pertinent information for the point of contact. This person serves as the coordinator of the project. If this information changes once the application is submitted, please contact the HMGP staff immediately. | ☒ |
| **10. Application Prepared By** | Provide the preparer information. May be different from the point of contact (line 9) and/or the applicant's agent (line 11). | ☐ |
| **11. Authorized Applicant Agent** | An authorized agent must sign the application. *"An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or County Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the* | ☐ |

| | | |
|---|---|---|
| | *resolution by the governing body authorizing the signature authority for the individual signing must be provided."*<br>For Private Non-Profit: A member of its Board of Directors or whoever has authority to authorize funding for such a project. If this task is delegated down, a copy of a resolution confirming this must be provided. | |
| **12. LMS Compliance** | a) LMS Project List:<br>All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List and must be on file with FDEM's Mitigation Bureau Planning Unit.<br>b) LMS Endorsement Letter:<br>All proposed projects must include an endorsement letter from the county's Local Mitigation Strategy Coordinator. You may use 1 letter as long as it includes every proposed project.<br>c) Estimated Costs & Application Costs:<br>The LMS Project List must include an Estimated Cost column and each HMGP project application must be within $500.00 of that Project List's estimated cost. Also ensure that the Federal Cost Share indicated on the LMS Coordinator's Endorsement Letter exactly matches the Federal Cost Share indicated within the application. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.<br>A letter of endorsement for the project and its priority number from the Local Mitigation Strategy Project List must be included. Refer to **Sample LMS Letter**. Applications without a letter of endorsement will not be processed. *(44 CFR 201.6 Local Mitigation Plans)* | ☒ |
| **13. Previous Submittal** | If the project has been previously submitted under another disaster, provide the disaster number, the project number, and the title of the project. | ☒ |

## *Section II - Project Description*

### A. Hazards to be Mitigated/Level of Protection

| | | |
|---|---|---|
| **1. Type of Hazards** | **Type of Hazards the Proposed Project will Mitigate**: Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected. | ☒ |
| **2. Identify the Type of Project** | **Identify the Type of Proposed Project**: Describe the mitigation project being proposed. (Example: drainage, wind retrofit, generator etc.) | ☒ |
| **3. Number of Persons Protected** | Explain how many people will be protected by or benefit from the proposed project. (Example: A drainage project improving a residential area of 23 homes, with an average household of 2 people = 46 people) | ☒ |
| **4. Total Impacted Area** | Explain how many acres will be impacted from the proposed project: Drainage/Berm/Pond/Culverts/Flood hazard projects: combination of the area to be protected and ground disturbance must not exceed 25 acres. | |
| **5. Level of Protection** | Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, it will be the design wind speed to comply with the Florida Building Code requirements. In a drainage project, it will be the implemented design level, e.g. a 25-year FDOT design standard for culvert.) | ☒ |
| **6. Project Impact** | Identify **all** the items the project may impact or are within the project area. | ☒ |
| **7. Engineered Projects (e.g. Drainage)** | Include available engineering calculations, studies, and designs for the proposed project showing results from applied Recurrence Interval scenarios before and after mitigation. (Number of structures, building replacement value, depth of the water, structural damages, content damages, displacement, road closures, etc.) | ☒ |

### B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

| | | |
|---|---|---|
| **1. Existing Problem** | Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, describe the 406 activities. | ☒ |
| **2. Type of Protection** | Determine how the funding will solve the existing problem and provide protection. | ☒ |

| | | |
|---|---|---|
| **3. Scope of Work:** | **What the Project Proposes to Do**: Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a mitigation action, not maintenance.) *Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[c][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[c][5][i])?* Projects that merely identify or analyze hazards or problems are not eligible. | ☒ |
| **4. On-Going or Proposed Projects in the Area** | Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with this HMGP application. | ☒ |

## *Section III - Project Location*

### A. Site

| | | |
|---|---|---|
| **1. Physical Location** | List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude, in decimal degrees). The physical address must correspond with the address locations specified on maps submitted with the application. | ☒ |
| **2. Titleholder** | Provide the titleholder's name. | ☒ |
| **3. Project Seaward of the CCCL?** | Determine if the project site is located seaward of the Coastal Construction Control Line. https://floridadep.gov/water/coastal-construction-control-line | ☒ |
| **4. Number and Types of Structures Affected** | Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item A.5 – detail of these totals) | ☒ |

### B. Flood Insurance Rate Map (FIRM) Showing Project Site

| | | |
|---|---|---|
| **1. Copies of FIRM** | Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to https://msc.fema.gov/portal. **See instructions on How to make a FIRMette.** | ☒ |
| **2. Flood Zone Determination** | Specify the flood zone(s) of the project site(s). **If project is located in a Special Flood Hazard Area. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.** | ☒ |
| **3. Flood Hazard Boundary Map (FHBM)** | Not required if a copy of the FIRM is attached. | ☒ |
| **4. Model Acknowledgement of Conditions form** | The Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area form is required for those structures receiving federal funds that will also remain in the special flood hazard area by the close of the project. This form is required at application. It can be found on FEMA's website at https://www.fema.gov/media-library/assets/documents/15677 | ☐ |

### D. C. Maps with Project Site and Photographs

| | | |
|---|---|---|
| **1. City/County Map with Project Site** | The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required. | ☒ |
| **2. USGS TOPO with Project Site** | The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to https://ngmdb.usgs.gov/topoview/ | ☒ |
| **3. Parcel/Tax Map** | A Parcel, Tax or Property Identification map is required only for acquisition and elevation projects. The location of the structure must be clearly identified. | ☐ |
| **4. Site Photographs** | At least four photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, | ☒ |

| | | |
|---|---|---|
| | creeks, rivers, etc., and drainage areas that affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Label photographs appropriately. In addition, CDs may be submitted. | |

## ***Section IV - Budget/Costs***

Make sure all calculations are correct. Provide a breakdown of materials, labor and fees for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. Contingency Cost should be included as a line item in the budget section, and justified – Maximum allowed is 5%, and is required to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

| | | |
|---|---|---|
| **A. Materials** | List materials and their associated costs. Provide breakdown. | ☒ |
| **B. Labor** | Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use in-kind contribution as part of the 25% match. (Attach support documentation for in-kind, in-house to detail wages and salaries charged for any contribution. No overtime wages can be used to satisfy match contributions). | ☒ |
| **C. Fees Paid** | Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits, and project management. Maintenance is not an allowable cost under HMGP. *Pre-award costs may be requested* **(See Pre-award Costs guidance).** | ☒ |
| **D. Total Estimated Project Cost** | This number includes all project costs without contingency costs included. Make sure all calculations are correct. | ☒ |
| **E. Contingency Cost** | Per FEMA's HMA Guidance (Section VI Part D.3.4), a contingency cost is, "an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared but that will likely result in additional eligible costs. Allowances for major project scope changes, unforeseen risks, or extraordinary events may not be included as contingency costs."<br>The applicant may request up to 5% of material/labor costs. As with other line items, the applicant must justify these contingency costs based on the nature of the project at application.<br>If an applicant wants to include contingency costs, they will need to enter the percentage that they require as well as what amount they want that percentage to be applied to. Type the resulting calculation in the final cell on the right. These cells will **NOT** auto-calculate. Be sure that they are calculated correctly. | ☒ |
| **F. Final Project Cost** | This number includes any contingency costs that were requested. The final BCA will use this number in its final calculation. | ☒ |
| **G. Project Management Costs** | After reading the guidance provided on pg. 5, select either **YES** or **NO** to indicate your need for management costs for this project.<br>If **YES**, provide a breakdown of description, hours, rate and costs for requested management costs.<br>If **NO**, continue to Part I. | ☒ |
| **H. Total Estimated Management Costs Requested** | This will auto complete based on what is entered into the cost cells above. Your request must not exceed 5 percent of the total project cost available for this project. | ☒ |

### I. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 2 CFR Part 200.306.

| | | |
|---|---|---|
| **1. Estimated Federal Share** | The estimated Federal share is generally 75%. If the Federal share is not 75%, assure actual amount is entered. It could be 50.1234% or 35.1234%, etc. of the total dollar amount of project depending on county LMS allocation and priority. This figure cannot exceed 75%. | ☒ |
| **2. Non-Federal Share** | May include all 3 sources, i.e. cash, in-kind and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding). | ☒ |

| | | |
|---|---|---|
| **3. Cash** | Cash- Local funding will be utilized for the non-federal share. Enter amount of cash and percentage of total that amount represents. | ☒ |
| **4. Total In-Kind** | May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. *Third party in-kind contributions would be volunteer services, employee services from other organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only. ** Identify proposed eligible activities in Section IV B. and C. as a separate line with In-kind written as a part of the description.* | ☐ |
| **5. Total In-house** | Sub-Recipient employees, equipment, etc. – internal services (must utilize the Personnel Activity Report or the Equipment Activity Report for the Request for Reimbursement) | ☐ |
| **6. Total Project (Global) Match** | Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which project(s) will be matched. *The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.* | ☐ |
| **7. Other Agency Share** | Identify Non-Federal Agency and availability date; provide the documentation from the agency. (e.g., CDBG funding, and certain tribal funding) | ☐ |
| **8. Total Funding** | Total must represent (100%) of the total estimated project cost. Ensure that percentages match corresponding cost-shares and the total matches the Budget (in Section IV. F. - Total Estimated Project Cost). | ☒ |
| **9.** | Your requested amount must be equal to or less than 5 percent of the total project cost | ☒ |

### J. Project Milestones/Schedule of Work

| | | |
|---|---|---|
| **1. Milestones (Schedule)** | Identify the major milestones in the proposed project and provide an estimated time-line *(e.g. Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc.)* for the critical activities not to exceed a period of 3 years (36-months) for performance. Milestones should not be grouped together but listed individually. Allot for the appropriate amount of time for final inspection and closeout (about 3 months). | ☒ |

## ***Section V - Environmental Review & Historic Preservation Compliance***

No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

| | | |
|---|---|---|
| **1. Description, SOW & Budget** | Detailed Project Description, Scope of Work & Budget/Costs. Complete Sections II & IV of the application. | ☒ |
| **2. Area Maps** | Project area Maps - Attach a copy of the maps and clearly mark the project site, and place the specific project structure(s) on map(s). Complete Section III, part B & C of the application. | ☒ |
| **3. Project Area/Structure Photographs** | Complete Section III part C of the application. | ☒ |
| **4. Preliminary Project Plans** | For shutters see the scope of work and for drainage & elevation see engineering drawings. | ☒ |
| **5. Project Alternatives** | Complete Section V part D. of this application. | ☒ |
| **6. Project Worksheets** | Dates of construction are required for all structures. See worksheets. | ☒ |
| **7. Environmental Justice Documentation** | See Section V.B for applicable information. | ☒ |
| **8. Information/ Documentation** | Provide any of the required documentation as listed at the end of Section V in the Information and Documentation Requirements by Project Type that may have already been obtained. | ☒ |

| | | |
|---|---|---|
| **Requirements by Project Type** | | |

## B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

| | | |
|---|---|---|
| **1. Disproportionate Effects** | Determine if there are populations in either the project zip code or city that are characterized as having a minority background or living below the poverty level. If yes, complete the rest of Section V, part B. Describe any disproportionate effects that these populations would experience if the project were completed. | ☒ |
| **2. Population Affected** | Describe the population affected by this project and the portion of the population adversely impacted. Attach any documentation and list the attachments here. | ☒ |

## C. Information required for Tribal Consultation

| | | |
|---|---|---|
| **Documentation for Tribal Consultation** | For all projects with any ground disturbing activities of 3 inches or more, complete Section V part C. | ☒ |

## D. Alternative Actions

| | | |
|---|---|---|
| **1. No Action Alternative** | Discuss the impacts on the project area if no action is taken. | ☒ |
| **2. Other Feasible Alternative Action** | This is a FEMA and FDEM requirement for any Application Review. A narrative discussion of at least three project alternatives (from No Action to the most effective, practical solution) and their impacts, both beneficial and detrimental is required. It is expected that the jurisdiction has completed sufficient analysis to determine the proposed project can be constructed as submitted and it supports the goals and objectives of the FEMA approved hazard mitigation plan. Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[c][5][iii]) | ☒ |
| **a. Project Description** | It is very important and a requirement that an Alternative project is submitted. NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other **feasible** alternative must be provided. | ☒ |
| **b. Project Location of the Alternative** | Describe the surrounding environment. Include information regarding both natural (i.e., fish, wildlife, streams, soils, plant life) and built (i.e., public services, utilities, land/shoreline use, population density) environments. | |
| **c. Scope of Work – Alternative Project** | Describe how the alternative project will solve the problem and provide protection from the hazard. Provide enough detail to describe the project for the evaluation panel to decide the best course of action for the state. Include any appropriate diagrams, sketch maps, amount of materials and equipment, dimensions of project, amount of time required to complete, etc. | |
| **d. Impacts of the Alternative Project** | | |
| **e. Estimated Budget/Costs for the Alternative Project** | Total cost is required. | ☒ |
| **Materials, Labor, and Fees Paid** | Detailed line items are not required. Just enter a total amount. | ☐ |
| **Total Estimated Project Costs** | Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen. | ☒ |

## Section VI – Maintenance Agreement

| | | |
|---|---|---|
| **Maintenance Agreement** | Complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent. | ☐ |

## Other Required Documentation

Go to www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/ for additional documents

| | | |
|---|---|---|
| **1. Maps** | All maps must be included with the application. | |
| **2. FFATA Form** | During contracting with the state, complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience in the document provided. **This is not required at the time of application submittal.** | ☐ |

| | | |
|---|---|---|
| **3. SFHA Acknowledgement of Conditions** | Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner. | ☐ |
| **4. Pre-award Cost Form** | If pre-award costs are being requested with your project, be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application. | ☐ |
| **5. Request for Public Assistance Form** | Applicable if no FIPS number is assigned to applicant/recipient. | ☐ |
| **6. Model Statement of Assurances for Property Acquisition Projects** | For Acquisition projects only. | ☐ |
| **7. Declaration and Release** | For Acquisition projects only. Must be signed by all persons whose names are on the property deed. | ☐ |
| **8. Notice of Voluntary Interest** | For Acquisition projects only. Two forms are available for your convenience. Use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed. | ☐ |
| **9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space** | For Acquisition projects only. Must be signed by all persons whose names are on the property deed. | ☐ |
| **10. Worksheets** | The appropriate worksheet(s) must be completed and submitted with the application.<br>a. Flood Control – Drainage Improvement<br>b. Generator<br>c. Tornado Safe Room<br>d. Hurricane Safe Room<br>e. Wind Retrofit<br>f. Wildfire<br>g. Drought | ☒ |

*Submit **1 original (signed) and 1 full copy** of the entire application and backup documentation. Include a full copy of the submittal and all documentation on CD or thumb drive.

DRAFT

## Attachment Index

Use the following template to list any supporting documentation that is **included on the CD or flashdrive**. Clearly and concisely label each attachment on this form to correspond with the file name on the CD or flashdrive. In the first column list which section and item (from the HMGP application) the attachment refers to. *Example: Section 2, Item 1.* **If any required documentation is not included on the CD or flashdrive, the application will be considered incomplete and *will not* be considered for possible funding.**

| Section # & Item | | Attached Document Name |
|---|---|---|
| 1 | Section IV Item AB&C | Budget Workbook-Application Attachment AACEI Class 5 Construction Cost Estimate.pdf |
| 2 | Section IV Item J | Budget Workbook-Application Attachment Construction Schedule and Milestones.pdf |
| 3 | Section III Item C | City or County Scale Map-Application Attachment Project Location Maps.pdf |
| 4 | Section II item B / BCA | Engineering - H&H Study and Design Plans-OneDrive_1_5-9-2023.zip |
| 5 | Section III Item C | FIRM Map-Application Attachment FIRM and Floodplain Map.pdf |
| 6 | Section III C | Ground Disturbance Map-Application Attachment Ground Disturbance.pdf |
| 7 | Section I item A | LMS Endorsement Letter-Application Attachment LMS RESOLUTION_NO_2020-53.pdf |
| 8 | BCA | Other-BCA Justification Key Biscayne K-8 Basin Long Term Flood Mitigation.pdf |
| 9 | BCA | Other-K-8 Basin Long Term Flood Mitigation - BCA.xlsx |
| 10 | Section III Item C | Parcel Map-Application Attachment Future Land Use and Vacant Properties.pdf |
| 11 | Section III Item C | Project Photograph-Application Attachment High Tide Flood Photos.pdf |
| 12 | Section III Item C | Project Photograph-Application Attachment Project Location Photos.pdf |
| 13 | Section I Item A | Project Worksheet-Application Attachment Flood Control Drainage Improvement Worksheet.pdf |
| 14 | Section III Item C | USGS 1:24-Application Attachment USGS Map.pdf |
| 15 | Section II Item B | Scope of Work-Application Attachment K-8 Basin Project SOW.pdf |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |

# VILLAGE OF KEY BISCAYNE

*Village Council*

**Joe I Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Brett G. Moss**
**Edward London**
**Allison McCormick**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Grant agreement for the Gardens District Drainage improvements project (Immediate Flood Control and Mitigation Project Area D)

## RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to accept the award and approve the grant agreement for the HMGP grant in the amount of $358,150 to complete Phase 1 of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. The total project cost is $377,000, with the Village's local share being $37,700, or 10% of the total project cost.

## HAZARD MITIGATION GRANT PROGRAM INFORMATION BACKGROUND

The Hazard Mitigation Grant Program is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. It is a partnership that is designed to assist states, local governments, private non-profit organizations, and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration.

The Hazard Mitigation Grant Program is federally funded and is administered by the Florida Division of Emergency Management. The process of selecting eligible mitigation projects to be submitted for funding consideration has been delegated to each county's Local Mitigation Strategy Working Group (LMSWG) in accordance with 27P-22 of the Florida Administrative Code.

After a disaster declaration from a hurricane, counties that have qualified for post-disaster support can apply for grants through HMGP for projects that would mitigate future damages. Miami-Dade County qualified for relief due to the COVID-19 disaster declaration.

## PROJECT OVERVIEW

The Garden District area is located along East Enid Drive, Sunrise Drive, Galen Drive, and Ocean Lane and is home to approximately 1,500 households, specifically condos and townhomes. The existing stormwater system for the area relies on an undersized pump station to move the water from the area into the Crandon Boulevard drainage to the west. The area experiences recurrent road and structural flooding from low to high intensity storm events affecting more than 4,750 residents.

The project addresses the deficiency of the exfiltration and conveyance capacity of the existing drainage system, which will ultimately prevent flood damages, reduce maintenance to roads and structures, and allow easier access for emergency responders during and after a storm event. The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval.

When Phase 1 is complete, the Village will provide deliverables for Phase II review. The Phase II scope of work will construct the drainage improvements including installing 4,850 linear feet of 24-inch high-density polyethylene pipe (HDPE) below grade system to collect water from curbs and inlets, three new injection wells, and a new pump station.

## RESILIENT INFRASTRUCTURE AND ADAPTATION PROGRAM

The Resilient Infrastructure and Adaptation Program is a Village-wide resilient infrastructure improvement program made up of eight zones. The result of implementing the program will be a higher capacity, interconnected, stormwater system, reconfigured roadways, underground utilities, and upgraded water and sewer system components where applicable.

The Village's strategy is to treat the Garden District as one of the eight zones in the RIAP. As one of the eight zones, the Garden District will be addressed at a later phase. The infrastructure designed and installed through this HMGP grant project will be integrated into the zone's improvements and the Village-wide stormwater system as a later phase zone with the goal of using as much of the improved system from this grant project as possible.

## FUNDING

This award requires a 10% local match ($37,700), which is less than the standard match required through HMGP traditionally (25%). The match percentage was reduced for the COVID-19 disaster declaration. The total cost of the project is the sum of the award and local match ($377,000).

**Budget**

| | |
|---|---|
| Project Costs | **$377,000.00** |
| Federal Share | $339,300.00 |
| Local Share | $37,700.00 |
| Sub-Recipient Management Costs | $18,850.00 |

The Village allocated funding for the local match in the FY24 CIP. This grant is reimbursement-based meaning the Village will submit invoices to the granting agency for reimbursement once services are rendered to receive the grant dollars awarded.

## LEGAL REVIEW

The grant agreement has been reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

**RESOLUTION NO. 2023-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MATCHING HAZARD MITIGATION GRANT IN AN AMOUNT OF $358,150 TO COMPLETE PHASE 1 OF THE GARDENS DISTRICT DRAINAGE IMPROVEMENTS PROJECT AND APPROVING AN AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Federal Emergency Management Agency ("FEMA"), through the Florida Division of Emergency Management (FDEM), may award municipalities grants under the Hazard Mitigation Grant Program (the "Grant") to fund eligible hazard mitigation measures that reduce or eliminate long-term risks to people and property from future disasters; and

**WHEREAS,** the Village of Key Biscayne (the "Village") desires to complete phase 1 of the Gardens District Drainage Improvements Project (the "Project"); and

**WHEREAS,** FEMA has awarded the Village a Grant in an amount of $358,150 for the Project, which the Village will match in an amount not to exceed $37,700; and

**WHEREAS,** the Village Council desires to accept the Grant and authorize the Village Manager to enter into the Grant Agreement, in substantially the form attached hereto as Exhibit "A" (the "Agreement"); 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.** **Acceptance and Approval.** That the Village Council hereby accepts the Grant in an amount of $358,150 from FEMA and approves the Agreement in substantially the form attached hereto as Exhibit "A."

**Section 3.** **Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

## SUB-RECIPIENT AGREEMENT CHECKLIST

## DIVISION OF EMERGENCY MANAGEMENT
## MITIGATION BUREAU
## FISCAL OPERATIONS UNIT
## HMGP

| REQUEST FOR REVIEW AND APPROVAL | |
|---|---|
| **SUB-RECIPIENT:** | Village of Key Biscayne |
| **PROJECT #:** | 4486-092-R |
| **PROJECT TITLE:** | Village of Key Biscayne, Gardens District, Drainage |
| **CONTRACT #:** | H1021 |
| **MODIFICATION #:** | N/A |

| SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT) |
|---|
| Colleen Blank<br>Capital Improvements Program and Grant Manager<br>88 West McIntyre Road<br>Key Biscayne, FL 33149 |

Enclosed is your copy of the proposed contract/modification between **Village of Key Biscayne** and the Florida Division of Emergency Management (FDEM).

| | COMPLETE |
|---|---|
| ☐ | This form is required to be included with all Reviews, Approvals, and Submittals |
| ☐ | Reviewed and Approved |
| ☐ | Signed & Dated Electronic Copy by Official Representative |
| ☐ | **Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief |
| ☐ | Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated<br><br>☐ N/A for Modifications or State Funded Agreements |
| ☐ | Attachment K – Certification Regarding Lobbying - completed, signed, and dated<br><br>☐ N/A for Modifications or State Funded Agreements |
| ☐ | Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated |
| ☐ | Electronic Submittal to the Grant Specialist |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 391-8406 or email me at Lillian.Whitcomb@em.myflorida.com.

**Agreement Number:** H1021

**Project Number:** 4486-092-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | Village of Key Biscayne |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 650291811 / XJ2JCWSPC943 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | May 31, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through August 31, 2024 |
| Amount of Federal Funds Obligated by this Agreement: | $358,150.00 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $358,150.00 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $358,150.00 |
| Federal award project description (see FFATA): | Drainage |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Lillian.Whitcomb@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Village of Key Biscayne, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Lillian Whitcomb
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-391-8406
Email: Lillian.Whitcomb@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Colleen Blank
Capital Improvements Program and Grant Manager
88 West McIntyre Road
Key Biscayne, FL 33149
Telephone: 305-365-8948
Email: cblank@keybiscayne.fl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on August 31, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$358,150.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 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.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-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) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. 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, sexual orientation, gender identity, or national origin.
>
> iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. 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 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.

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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).

ii. 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.

iii. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** VILLAGE OF KEY BISCAYNE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$358,150.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to improve drainage of the Gardens District in Key Biscayne, Miami-Dade County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-092-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Village of Key Biscayne, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements to the Gardens District area, located along East Enid Drive, Sunrise Drive, Galen Drive, and Ocean Lane in Key Biscayne, Florida, 33149. Coordinates (25.691601, -80.158699).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the undersized existing drainage infrastructure by installing approximately 4,850 linear feet of 24-inch high density polyethylene pipe (HDPE) below grade system to collect water from curbs and inlets. The project includes the installation of three new injection wells and a pump station, deepening the existing and construction of new ditches and catch basins to increase collection and exfiltration capacity, and the necessary road and sidewalk concrete restoration. The Gardens District is an approximately 1,500 household area made up of multi-unit residences, specifically condos or townhomes. Currently the existing stormwater structure relies on an undersized pump station, which shall remain operational, to move the water from the area into the Crandon Boulevard drainage to the west. The area experiences recurrent road and structural flooding from low to high intensity storm events affecting more than 4,750 residents. The project shall address the deficiency of the exfiltration and conveyance capacity of the existing drainage system, preventing expensive flooding damages and maintenance to roads and structures, and allow access to emergency responders who might be needed for fire, medical, or public safety during and after a storm event.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans / bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

   g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

h) Copy of the United States Army Corps of Engineers (USACE) or Florida Department of Environmental Protection (FDEP) Section 404 permit or No Permit Required notification from the appropriate permitting agency.

i) A letter from the professional of record stating if the project will have any upstream and/or downstream impacts.

j) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the

funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of the Gardens District in Key Biscayne, Florida 33149.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.

3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

**D) Environmental:**

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

   a) Consultation with the United States Army Corps of Engineers (USACE) or Florida Department of Environmental Protection (FDEP) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.

   b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.

4) Historical Preservation compliance documents shall be obtained. Review documentation required:

   a) Color maps including topographical and aerial with the project location clearly marked.

   b) Color photographs of any area with ground disturbance (electronic).

   c) Indicate if project site is located within a designated historic district or historic neighborhood.

5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:

   a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

   b) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

   c) Previous and current use of proposed project area.

   d) Any known site work or historic uses for the proposed location.

   e) Any available studies that may have taken place on the property.

6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

7) No construction work may begin until Phase II is approved by the Division and FEMA.

**E) Programmatic:**

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-092-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on May 31, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **August 31, 2024**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

**Schedule of Work**

**Phase I –**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Design Specifications: | 6 | Months |
| Permitting / Survey: | 2 | Months |
| Deliverables Submitted to FDEM: | 2 | Months |
| **Total Period of Performance:** | **15** | **Months** |

**BUDGET**

**Line Item Budget***

| **Phase I** | **Project Cost** | **Federal Cost** | **Non-Federal Cost** |
|---|---|---|---|
| Materials: | $0.00 | $0.00 | $0.00 |
| Labor: | $0.00 | $0.00 | $0.00 |
| Fees: | $377,000.00 | $339,300.00 | $37,700.00 |
| **Initial Agreement Amount:** | **$377,000.00** | **$339,300.00** | **$37,700.00** |
| ***Contingency Funds: | $0.00 | $0.00 | $0.00 |
| **Project Total:** | **$377,000.00** | **$339,300.00** | **$37,700.00** |
| ****SRMC** | | | |
| SRMC: | $18,850.00 | $18,850.00 | |
| **SRMC Total:** | **$18,850.00** | **$18,850.00** | |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $18,850.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

*SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.*

*If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $339,300.00 | (90.00%) |
| Non-Federal Share: | $37,700.00 | (10.00%) |
| **Total Project Cost:** | **$377,000.00** | **(100.00%)** |
| SRMC (100% Federal) | $18,850.00 | |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with 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 (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Village of Key Biscayne

REMIT ADDRESS: 88 West McIntyre Road

CITY: Key Biscayne STATE: FL ZIP CODE: 33149

PROJECT TYPE: Drainage PROJECT #: 4486-092-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1021

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | **Division Use Only** | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Village of Key Biscayne PAYMENT #:

PROJECT TYPE: Drainage PROJECT #: 4486-092-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1021

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
| | | | | | |
| 5 | | | | | |
| | | | | | |
| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents*** | | | ***% completion of the project.*** | ***TOTAL*** | |

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: VILLAGE OF KEY BISCAYNE**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| [ ] **ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example**<br>**ADMINISTRATIVE COSTS**<br>**(Include Secondary Administration.)** | |
| **For example**<br>**PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

**QUARTERLY REPORT FORM**

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** Village of Key Biscayne **PROJECT #:** 4486-092-R

**PROJECT TYPE:** Drainage **CONTRACT #:** H1021

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** _____

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $_____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $_____

**Target Dates (State Agreement)**:
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:* _____

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* _____ *Reviewer:* _____ *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**Village of Key Biscayne**
Sub-Recipient's Name

**H1021**
DEM Contract Number

**4486-092-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-092-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 358,150.00

OBLIGATION/ACTION DATE: May 31, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: XJ2JCWSPC943

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements to the Gardens District area, located along East Enid Drive, Sunrise Drive, Galen Drive, and Ocean Lane in Key Biscayne, Florida, 33149. Coordinates (25.691601, -80.158699).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the undersized existing drainage infrastructure by installing approximately 4,850 linear feet of 24-inch high density polyethylene pipe (HDPE) below grade system to collect water from curbs and inlets. The project includes the installation of three new injection wells and a pump station, deepening the existing and construction of new ditches and catch basins to increase collection and exfiltration capacity, and the necessary road and sidewalk concrete restoration. The Gardens District is an approximately 1,500 household area made up of multi-unit residences, specifically condos or townhomes. Currently the existing stormwater structure relies on an undersized pump station, which shall remain operational, to move the water from the area into the Crandon Boulevard drainage to the west. The area experiences recurrent road and structural flooding from low to high intensity storm events affecting more than 4,750 residents. The project shall address the deficiency of the exfiltration and conveyance capacity of the existing drainage system, preventing expensive flooding damages and maintenance to roads and structures, and allow access to emergency responders who might be needed for fire, medical, or public safety during and after a storm event.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| **Rank** (Highest to Lowest) | **Name (Last, First, MI)** | **Title** | **Total Compensation for Most Recently Completed Fiscal Year** |
|---|---|---|---|
| **1** | | | |
| **2** | | | |
| **3** | | | |
| **4** | | | |
| **5** | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

*Village Council*
**Joe I. Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Brett G. Moss**
**Edward London**
**Allison McCormick**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Mayor Rasco and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department

RE: 425 W Mashta Drive Easement Agreement

## RECOMMENDATION

I recommend the Village Council approve the resolution accepting the stormwater drainage easement at 425 West Mashta Drive.

## BACKGROUND

The Village of Key Biscayne is conducting design work for stormwater drainage improvements throughout the Village as part of the Resilient Infrastructure & Adaptation Program. While the design is preliminary, consultants and staff identified that there is a significant deficit in the ability of an upgraded system to discharge water into Biscayne Bay using the existing drainage outfalls in existing stormwater drainage easements through private properties.

Village Council adopted a change to the zoning ordinance in March of 2023 to create an incentive for private property owners to provide additional drainage easements to the Village to address this deficit. The incentive allows for additional square footage on the third level of a home as long as it does not exceed the overall allowed square footage.

Nicolas Molina is the owner of the property at 425 West Mashta Drive and the grantor of the easement which is the subject of the resolution. The home under construction intends to make use of the incentive in exchange for a 10' wide drainage easement along the west property line with an additional 5' of width at the seawall. The easement along the property line will allow a drainage pipe to be located within the building setback of the property while the 15' of space at the seawall will allow more space for the outlet structure to discharge into the bay. The pipe and outlet will be an important part of the stormwater system during a later phase of the construction of stormwater drainage improvements.

**RESOLUTION NO. 2023 - _____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AND ACCEPTING A STORMWATER DRAINAGE EASEMENT AGREEMENT WITH NICOLAS MOLINA RELATING TO THE PROPERTY LOCATED AT 425 WEST MASHTA DRIVE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Key Biscayne ("Village") may grant Floor Area Ratio ("FAR") bonus incentives for stormwater management as provided in Section 30-42 of the Village Code of Ordinances (the "Village Code"); and

**WHEREAS,** Nicolas Molina (the "Grantor"), owner of a property located at 425 West Mashta Drive (the "Property"), desires to utilize the FAR bonus incentives; and

**WHEREAS,** in consideration of the Property receiving the FAR bonus incentives, the Village is granted a stormwater drainage easement on the Property; and

**WHEREAS,** the Grantor has voluntarily agreed to grant the Village a stormwater drainage easement entitled "Drainage Easement Agreement" (the "Easement") on the Property; and

**WHEREAS,** the Village Council desires to approve and accept the Easement, in substantially the same form attached hereto as Exhibit "A"; 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 Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2.** **Easement Approved and Accepted.** Subject to the approval of the Easement by the Grantor, the Village Council hereby approves and accepts the Easement, in substantially the form attached hereto as Exhibit "A."

**Section 3.** **Authorization.** The Village Manager is hereby authorized to execute the Easement, in substantially the form attached hereto as Exhibit "A" and take any and all steps necessary to implement the intent and purpose of this Resolution.

**Section 4.** **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Prepared by and return to:
*Chad S. Friedman, Esq.*
*Weiss Serota Helfman Cole + Bierman, PL*
*2800 Ponce de Leon Boulevard, Suite 1200*
*Coral Gables, Florida 33134*

Folio Number: *24-5205-001-3430*

# DRAINAGE EASEMENT AGREEMENT

This DRAINAGE EASEMENT AGREEMENT ("Agreement") between Nicolas Molina, whose address is 425 West Mashta Drive, Key Biscayne, Florida 33149 ("Grantor"), and the Village of Key Biscayne, Florida, a municipal corporation, whose address is 88 West McIntyre Street, Key Biscayne, Florida 33149 ("Grantee"), is entered into and effective as of the date this Agreement is accepted by Grantee. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

## RECITALS

Grantor is the owner of the Property, as defined in Section 2, located at 425 West Mashta Drive, Key Biscayne, Florida 33149; and

Grantor desires to utilize the Floor Area Ratio (FAR) bonus incentives for stormwater management as provided for in Section 30-42 of the Village of Key Biscayne Code of Ordinances; and

Grantee desires to accept a stormwater easement and grant the FAR bonus as provided for in Section 30-42 of the Village of Key Biscayne Code of Ordinances; and

Grantor is willing to grant such an easement, as specifically defined in Section 3, to Grantee pursuant to this Agreement.

## EASEMENT

**NOW, THEREFORE**, for and in consideration of the mutual terms and conditions contained herein, and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby declare as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. **Description of Property.** Grantor is the owner of that certain real property, as more particularly described in the deed recorded on June 10, 2021, in Official Records Book 32583, Page 3367, of the Public Records of Miami-Dade County, Florida ("Property").

3. **Grant of Easement.** Grantor hereby grants to Grantee, its licensees, agents, independent contractors, successors and assigns, an unrestricted and perpetual non-exclusive drainage easement on, over, under, across, and through a portion of the Property, as more particularly described

on **Exhibit A,** attached hereto and made a part hereof, together with any incidental or necessary appurtenances thereto ("Easement Area"), for the installation, operation, maintenance, repair, and replacement of drainage structures that serve the drainage, retention, and outflow of surface water ("Easement").

4. **Use of Easement Area.** The grant of said Easement, as described herein, shall be limited to the right (i) of ingress, egress, and access on, over, under, across, and through the Easement Area; and (ii) to install, operate, maintain, repair, and replace drainage structures and appurtenant equipment within the Easement Area for drainage, retention, and outflow of surface water.

5. **Grantor's Use of Property.** Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purposes, utilize the Property in any manner that does not unreasonably interfere with the Easement.

6. **Amendments.** This Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Public Records of Miami-Dade County, Florida

7. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8. **Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Eleventh Judicial Circuit in Miami-Dade County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. BY **ENTERING INTO THIS AGREEMENT, GRANTOR AND GRANTEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

10. **Incorporation by Reference.** Attached **Exhibit A** is incorporated into and made a part of this Agreement.

11. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12. **Recording.** Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Public Records of Miami-Dade County, Florida.

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this Instrument on the respective date under its signature: _____, signing as Property owner, and the Village of Key Biscayne, signing by and through its Mayor, authorized to execute same by the Village Council action on the _____ day of _____, 2023 (Agenda Item #____).

**[EXECUTION PAGES FOLLOW]**

**EXECUTED** as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered in the presence of:

_____

Print Name: _____

_____

Print Name: _____

**GRANTOR:**

By: _____
Nicolas Molina

Executed on _____, 2023

STATE OF FLORIDA )
)SS.
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of ____ physical presence or ___ online notarization, this ___ day of _____, 2023, by **NICOLAS MOLINA**. He is personally known ____ or produced _____ as form of identification.

[NOTARY SEAL]

_____
Notary Public for the State of Florida

_____
Name Type, Print or Stamped

My Commission expires: _____

**GRANTEE:**

**VILLAGE OF KEY BISCAYNE,**
a Florida municipal corporation

By: _____
Steven C. Williamson, Village Manager

Executed on _____, 2023

**ATTEST:**

_____
Jocelyn B. Koch, Village Clerk

Approved as to form and legal sufficiency
for the use and reliance of the Village of Key
Biscayne, Florida:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

STATE OF FLORIDA )
)SS.
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of ____ physical presence or ___ online notarization, this ___ day of _____, 2023, by **STEVEN C. WILLIAMSON** as Village Manager of the Village of Key Biscayne on behalf of the Florida municipal corporation. He is personally known ____ or produced _____ as form of identification.

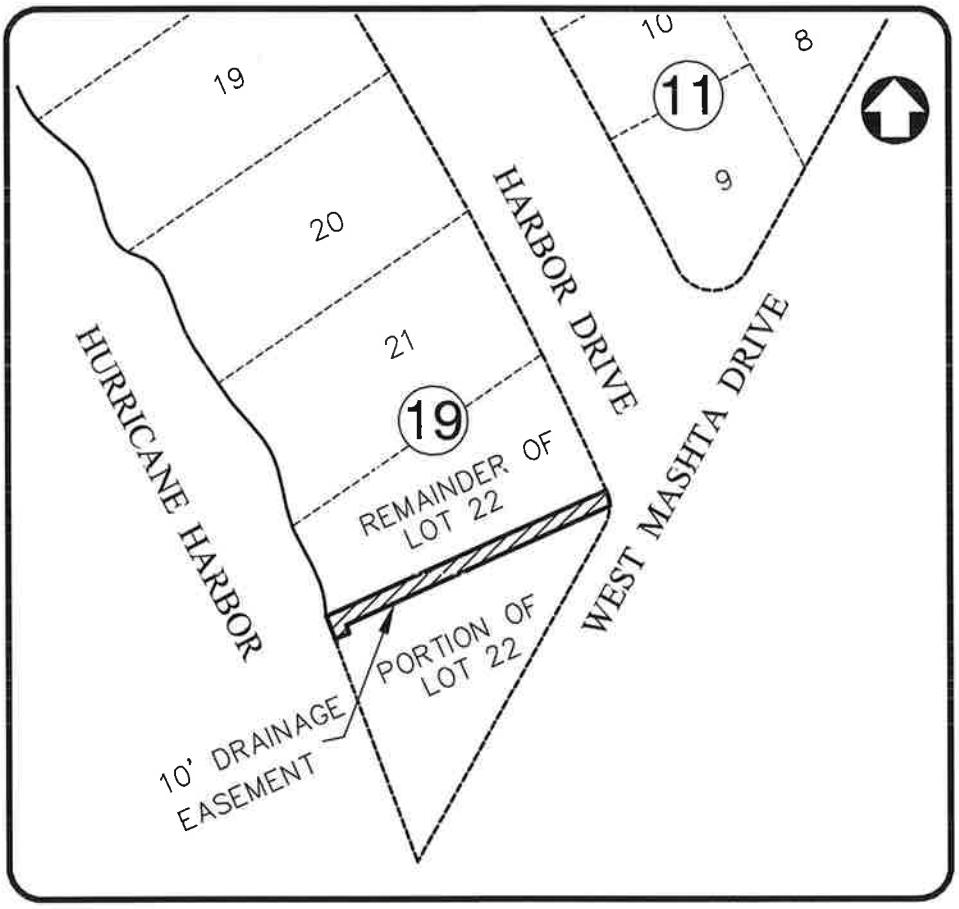
[NOTARY SEAL]

_____
Notary Public for the State of Florida

_____
Name Type, Print or Stamped

My Commission expires: _____

# Exhibit A



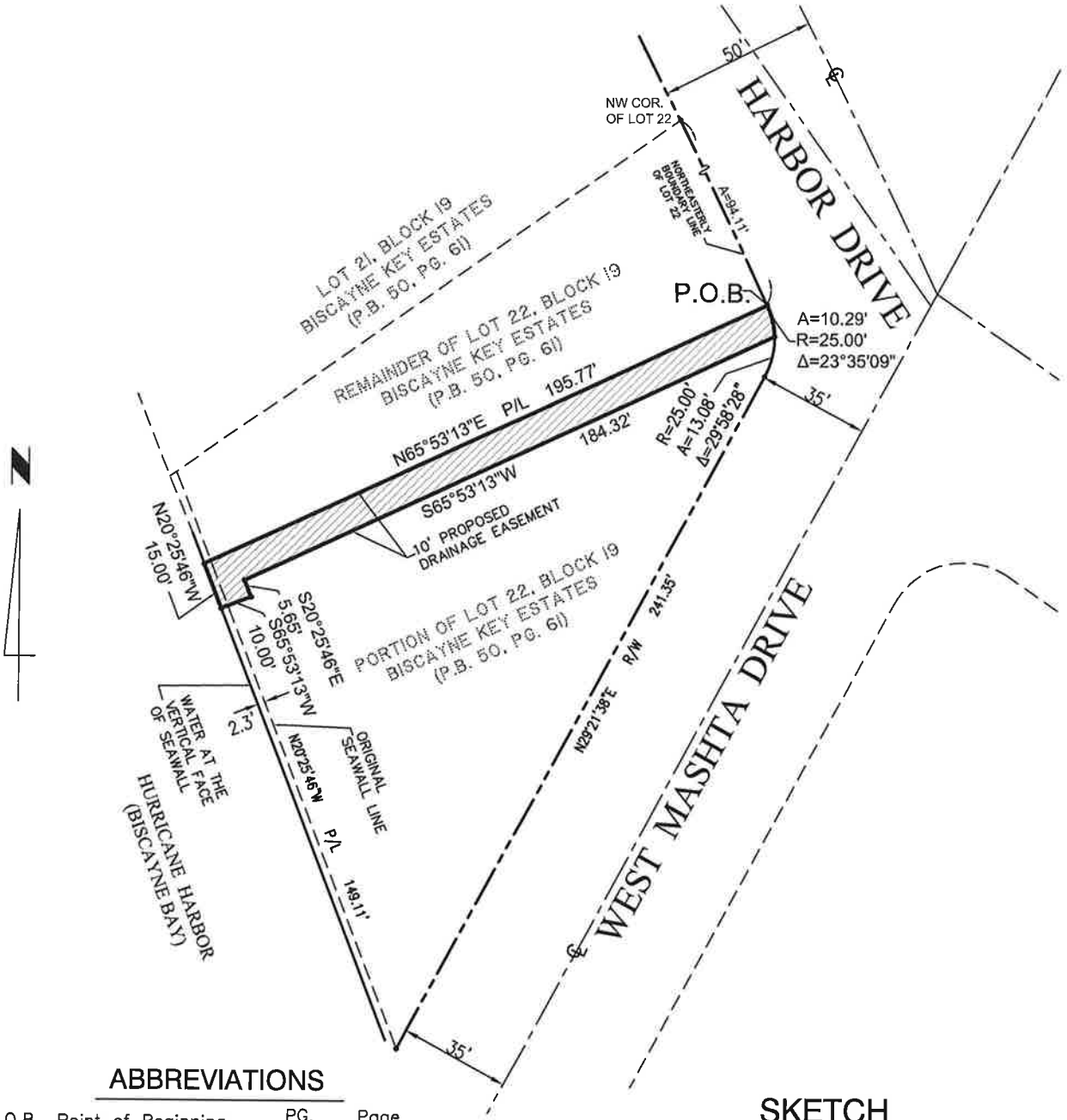

LOCATION SKETCH
NOT TO SCALE
Portion of Section 5, Township 55 South, Range 42 East

This is not a Boundary Survey | Not full and complete without Pages 2 thru 4 | Page 1 of 4

EXHIBIT
LOCATION SKETCH

DRAINAGE EASEMENT
425 WEST MASHTA DRIVE
KEY BISCAYNE, FLORIDA 33149
FOLIO NO. 24-5205-001-3430
MIAMI-DADE COUNTY
SECTION 5, TOWNSHIP 55 SOUTH, RANGE 42 EAST
DATE: AUGUST 8TH, 2023

963F4BDA-42F9-4C8F-B82F-1C5CEAD5BFFF — 2023/09/07 13:23:10 -8:00




## ABBREVIATIONS

| | | | |
|---|---|---|---|
| P.O.B. | Point of Beginning | PG. | Page |
| P.C. | Point of Curvature | R/W | Right-of-Way |
| P.T. | Point of Tangency | SEC. | Section |
| P.I. | Point of Intersection | TWP. | Township |
| P.O.C. | Point of Commence | RGE. | Range |
| P.B. | Plat Book | ℄ | Centerline |
| P.O.T. | Point of Termination | | |

## SKETCH

*Scale: 1" = 50'*

0' 25' 50' 100'

GRAPHIC SCALE

The 10 foot Proposed Drainage Easement containing 2,007 Square Feet or 0.05 Acres more or less by calculation.

This is not a Boundary Survey

Not full and complete without Pages 1, 3 and 4



# EXHIBIT SKETCH

DRAINAGE EASEMENT
425 WEST MASHTA DRIVE
KEY BISCAYNE, FLORIDA 33149
FOLIO NO. 24-5205-001-3430
MIAMI-DADE COUNTY
SECTION 5, TOWNSHIP 55 SOUTH, RANGE 42 EAST
DATE: AUGUST 8TH, 2023

963F4BDA-42F9-4C8F-B82F-1C5CEAD5BFFF — 2023/09/07 13:23:10 -8:00

LEGAL DESCRIPTION:

A 10 foot wide drainage easement being a portion of Lot 22, Block 19, of BISCAYNE KEY ESTATES, according to the plat thereof as recorded in Plat Book 50, at Page 61, of the Public Records of Miami–Dade County, Florida, more particularly described as follows:

Beginning at a point on the Northeasterly boundary line of Lot 22, Block 19, of said BISCAYNE KEY ESTATES, 94.11 feet Southeasterly of the Northeasterly corner of said Lot 22, as measured along the arc of a curve, said arc being the Northeasterly boundary of said Lot 22, thence run Southeasterly for an arc distance of 10.29 feet along the said Northeasterly boundary, the same being the arc of a circle to the right having a radius of 25.00 feet and a central angle of 23°35'09" to a point; thence S65°53'13"W, a distance of 184.32 feet to a point; thence S20°25'46"E, a distance of 5.65 feet to a point; thence S65°53'13"W, a distance of 10.00 feet to intersect with the vertical face of the new seawall, thence N20°25'46"W, along the said seawall, a distance of 15.00 feet to a point; thence N65°53'13"E, a distance of 195.77 feet to the Point of Beginning.

The 10 foot Proposed Drainage Easement containing 2,007 Square Feet or 0.05 Acres more or less by calculation.

963F4BDA-42F9-4C8F-B82F-1C5CEAD5BFFF — 2023/09/07 13:23:10 -8:00



EXHIBIT
LEGAL DESCRIPTION

DRAINAGE EASEMENT
425 WEST MASHTA DRIVE
KEY BISCAYNE, FLORIDA 33149
FOLIO NO. 24-5205-001-3430
MIAMI-DADE COUNTY
SECTION 5, TOWNSHIP 55 SOUTH, RANGE 42 EAST
DATE: AUGUST 8TH, 2023

## SURVEYOR'S REPORT:

1. This Map does not represent a Boundary Survey. It's sole purpose is to graphically illustrate the Location of the New Easement.

2. The Legal Description of the Subject Parcel of Land was generated from information provided by the client.

3. North Arrow and Bearings are referred to an assumed value of N65°53'13"E, along the Northerly line of the Subject Property, as per Plat Book 50, Page 61, of the Public Records of Miami–Dade County, Florida. This line is considered well–established and monumented.

4. Sources of data were used to extent required to complete this document are follows:

–Subdivision of BISCAYNE KEY ESTATES, as recorded in Plat Book 50, at Page 61, of the Public Records of Miami–Dade County, Florida.
–Map of Boundary Survey by Formtech Land Surveying, Inc. Job # 22–07046 dated July 22, 2022.

## SURVEYOR'S CERTIFICATION:

I certify: This Sketch to Accompany Legal Description meets all applicable requirements of the Florida Minimum Technical Standards as contained Chapter 5J–17, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

This document consists of multiple Exhibits and Sheets. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. No valid without the signature and the original raised seal of Florida Licensed Surveyor and Mapper. Additions or deletions to Sketch to Accompany Legal Description by other than signing party or parties is prohibited without written consent of the signing party or parties.

Seal:

**FormTech**
Land Surveying, Inc.
State of Florida LB # 7980
12455 S.W. 45th Street, Miami, Florida, 33175
Ph: (786)429-3034 (786)443-0285 (786)443-0678
www.formtechsurveyors.com email:formtechsurveyors@gmail.com

Date: 08-08-2023
Eugenia L. Formoso, P.S.M.
State of Florida LS # 6660

Project 21-09019 # Job # 23-08006 SKETCH AND LEGAL

Not full and complete without Pages 1 thru 3



EXHIBIT
SURVEYOR NOTES

DRAINAGE EASEMENT
425 WEST MASHTA DRIVE
KEY BISCAYNE, FLORIDA 33149
FOLIO NO. 24-5205-001-3430
MIAMI-DADE COUNTY
SECTION 5, TOWNSHIP 55 SOUTH, RANGE 42 EAST
DATE: AUGUST 8TH, 2023

963F4BDA-42F9-4C8F-B82F-1C5CEAD5BFFF — 2023/09/07 13:23:10 -8:00

(Space reserved for Clerk)

# JOINDER BY MORTGAGEE CORPORATION

The undersigned _____, a _____ (state) corporation and Mortgagee under that certain mortgage from _____ _____ dated the _____ day of _____, _____, and recorded in Official Records Book _____, Page _____, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

*IN WITNESS WHEREOF*, these presents have been executed this _____ day of _____, _____.

**Witnesses:**

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

_____
**Name of Corporation**
Address:

_____

_____

_____

By _____
**(President, Vice-President or CEO*)**

Print Name: _____

**[*Note: All others require attachment of original corporate resolution of authorization]**

**STATE OF** _____

**COUNTY OF** _____

The foregoing instrument was acknowledged before me by _____ (Name)
the _____ (Title) of _____ (Name) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this _____ day of _____, _____, in the County and State aforesaid.

_____
(Signature)
Notary Public-State of _____

_____
(Print Name)
My Commission Expires: _____

[f:\forms\Joinder by Mortgagee Corporation.doc (9/9/04)]

**ORDINANCE NO. 2023-_____**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CREATING ARTICLE VIII OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES ESTABLISHING SUPPLEMENTAL OPEN MEETING PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on April 1, 2022, the Village of Key Biscayne (the "Village") Charter Revision Commission (the "Commission") submitted its final report to the Village Council pursuant to Section 7.06 of the Village Charter; and

**WHEREAS,** in its final report, the Commission recommended that various proposed Charter amendments be placed on the ballot at the November 8, 2022 general election; and

**WHEREAS,** one of the Commission's proposed Charter amendments required the Village Council to adopt an ordinance establishing supplemental procedures and guidelines to ensure compliance with open meeting laws (the "Amendment"); and

**WHEREAS,** on November 8, 2022, the electors of the Village approved the Amendment; and

**WHEREAS,** pursuant to Section 7.09 of the Village Charter, the Village Council desires to adopt this Ordinance creating Article VIII of Chapter 2 of the Village Code of Ordinances to establish supplemental open meeting procedures; and

**WHEREAS,** the Village Council finds that adoption of this Ordinance is in the best interest and welfare of the Village and its residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**[1]

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

**Section 2.** **Creating Article VIII of Chapter 2 of the Village Code.** That the Code of Key Biscayne, Florida, is hereby amended by creating Article VIII, "Supplemental Open Meeting Procedures," of Chapter 2, which article reads as follows:

CHAPTER 2 – ADMINISTRATION

***

ARTICLE VIII. – SUPPLEMENTAL OPEN MEETING PROCEDURES

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Section 2-155. *Supplemental Sunshine Meeting Requirements*. In addition to the requirements of Chapter 286, Florida Statutes, members of the Village Council shall comply with the supplemental open meeting requirements provided below when calling and holding a Sunshine Meeting. For purposes of this Section, the term "Sunshine Meeting" shall mean a meeting called by a Council Member for two or more members of the Village Council to discuss any item or matter of public business which may come before the Village Council, excluding regularly scheduled Council meetings, Special Council meetings, Council workshops, and such other meetings of the entire Village Council.

(1) *Notice*. Sunshine Meetings must be publicly noticed at least 48 hours prior to the meeting. A courtesy electronic public notice of the Sunshine Meeting shall also be posted on the Village website or through other similar means of electronic communication in accordance with Section 7.08 of the Village Charter. Sunshine Meeting notices shall include, at minimum:

(i) the date and time of the meeting noticed;

(ii) the location of the meeting;

(iii) the general subject matter of the meeting; and

(iv) the Council Member calling the meeting and any other Council Members who are expected to be in attendance at the time of notice.

(2) *Location.* Sunshine Meetings must occur at (a) the Village Council Chambers unless the subject matter of the Sunshine Meeting necessitates another location for the meeting or (b) at a virtual public meeting utilizing communications media technology if the Council Member calling the Sunshine Meeting or a Council Member participating in the Sunshine Meeting is unable to physically attend in-person. Notwithstanding the foregoing, Sunshine Meetings shall not occur in individual offices.

(3) *Meeting Minutes*. Any Council Member that calls a Sunshine Meeting shall ensure that minutes of the Sunshine Meeting are promptly recorded and transmitted to the Village Clerk in a manner consistent with Chapter 286, Florida Statutes.

Section 2-156. *Review of Supplemental Open Meeting Procedures*. The Village Council shall review this Article every two years to determine if any modifications to the provisions of this Article are necessary.

***

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

**Section 4. Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 5.** **Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6.** **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the _____ day of _____, 2023.

**PASSED AND ADOPTED** on second reading on the _____ day of _____, 2023.

_____
JOE I. RASCO
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

*Village Council*
**Joe I. Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Brett G. Moss**
**Edward London**
**Allison McCormick**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: May 9, 2023

TO: Mayor Rasco and Councilmembers

THRU: Steve C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department

RE: Transmittal Public Hearing – Evaluation and Appraisal Report Based Amendments to the Comprehensive Plan (Master Plan)

## RECOMMENDATION

I recommend the Village Council approve the Evaluation and Appraisal Report based amendments to the Comprehensive Plan, which also incorporates a new section in the Conservation and Coastal Management Element of the plan regarding the Peril of Flood.

## BACKGROUND

Communities must evaluate their comprehensive plans every 7 years and determine if plan amendments are necessary to reflect changes in state requirements. The Village's previous Evaluation and Appraisal Report (EAR) was adopted by the Village Council on June 25, 2018, via Resolution No. 2018-30 (See: Appendix A).

On June 25, 2018, the Village Council approved the EAR Notification Letter to DEO, which specified the necessary plan amendments required to reflect the changes in requirements and Statutes. Staff conducted a review of Florida Statutes changes and determined that amendments to the Future Land Use, Transportation, Capital Improvements, Conservation and Coastal Management, Intergovernmental Coordination, Infrastructure, Housing, Recreation and Open Space, Public Schools and Facilities, and amendments to ensure coordination with the regional water supply plan are required. In addition, a new Property Rights Element was recently introduced and required to be included within the Plan.

The legislation modified Chapter 163.3177 of the Florida Statutes to add a Property Rights Element as one of the required elements in all Comprehensive Plans. The legislation also limits the ability to adopt any other Comprehensive Plan amendments from being adopted until the Property Rights Element is adopted.

The 2015 Florida Legislature passed an amendment to section 163.7138(2)(f)1-6 of Florida Statutes called "Peril of Flood". This amendment directed jurisdictions that have a Coastal Management Element as a part of their comprehensive plan to include a redevelopment component

with principles that must be used to eliminate inappropriate and unsafe development in the coastal areas.

The Village must complete amendments to the Master Plan to reflect and satisfy changes in statutory requirements as Evaluation and Appraisal amendments which are required to be transmitted to the Department of Economic Opportunity (DEO). If the Village fails to update the comprehensive plan pursuant to Evaluation and Appraisal requirements, the Village cannot amend its comprehensive plan until such time as it complies with the Evaluation and Appraisal requirements.

The amendments to the Comprehensive Plan were presented to Council for first reading on August 24, 2022. Once the transmittal was presented to the State, comments to revise the Conservation and Coastal Management Element to include the Peril of Flood policies were noted and required.

**FINDINGS**

The Village of Key Biscayne's Building, Zoning, and Planning Department is proposing Evaluation and Appraisal amendments to the Key Biscayne Master Plan to update the comprehensive plan to reflect changes in statutory and rule requirements; to update deadlines within the comprehensive plan, to eliminate accomplished or obsolete provisions, to make corrections to text and eliminate grammatical errors; and to amend provisions to reflect changes in local conditions and recent data, trends, issues, and challenges.

**CONCLUSION**

The Village prepared the Comprehensive Plan amendments in accordance with the 2018 EAR.

**ORDINANCE NO. 2023-_____**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT-BASED AMENDMENTS TO THE COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Section 163.3191, Florida Statutes, directs local governments to periodically evaluate its comprehensive plan to determine if comprehensive plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan; and

**WHEREAS,** the Village has completed its review of its Comprehensive Plan and transmitted its Evaluation and Appraisal Report Notification Letter to the Florida Department of Economic Opportunity ("DEO"); and

**WHEREAS,** the Village has prepared Evaluation and Appraisal Report-Based Comprehensive Plan Amendments necessary to reflect changes in state requirements; and

**WHEREAS,** the Village Council, sitting as the Local Planning Agency, has reviewed the proposed Evaluation and Appraisal Report-Based Comprehensive Plan amendments and recommends approval; and

**WHEREAS,** the Village Council finds that adoption of this Ordinance is in the best interest and welfare of the Village and its residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:** [1]

**Section 1. Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

---

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

**Section 2.** **Comprehensive Plan Amendments Adopted.** The Village Council hereby adopts the Evaluation and Appraisal Report-Based Amendments to the Comprehensive Plan attached hereto as Exhibit "A."

**Section 3.** **Transmittal.** The Village Manager is authorized to transmit the Evaluation and Appraisal Report-Based Comprehensive Plan Amendments adopted by this Ordinance to the DEO and all other units of local government or governmental agencies required by Section 163.3184, Florida Statutes.

**Section 4.** **Conflicts.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5.** **Severability.** That the provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent.

**Section 6.** **Effective Date.** This Ordinance shall become effective upon passage and adoption by the Village Council on second reading. However, pursuant to Florida Law, the Evaluation and Appraisal Report-Based Comprehensive Plan Amendments adopted by this Ordinance shall go into effect pursuant to the DEO's notice of intent. If timely challenged, an amendment does not become effective until the DEO or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**PASSED** on first reading on the _____ day of _____, 2023.

**PASSED AND ADOPTED** on second reading on the _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

***

# KEY BISCAYNE MASTER PLAN

## Part II

## Goals, Objectives, Policies
## Capital Improvement Element Implementation Systems Monitoring, Updating and Evaluation Procedures

TABLE OF CONTENTS PAGE


**INTRODUCTION** **3**

**FUTURE LAND USE** **4**

Figure 1: Color Future Land Use Map 7

FUTURE LAND USE CATEGORY DESCRIPTIONS 16

**TRAFFIC CIRCULATION** **20**

Figure 2: Future Traffic Circulation Plan 23

**HOUSING** **25**

**INFRASTRUCTURE** **28**

**CONSERVATION AND COASTAL MANAGEMENT** **32**

**RECREATION AND OPEN SPACE** **44**

**INTERGOVERNMENTAL COORDINATION** **46**

**CAPITAL IMPROVEMENTS** **49**

CAPITAL IMPROVEMENT ELEMENT IMPLEMENTATION SYSTEMS 57

CAPITAL IMPROVEMENT SCHEDULE 58

MONITORING, UPDATING AND EVALUATION PROCEDURES, 1994-1998 59

**PUBLIC SCHOOL FACILITIES** **60**

EDUCATIONAL ELEMENT MAP SERIES 67

**PROPERTY RIGHTS**

**PART II APPENDIX A: CONSISTENCY OF THE KEY BISCAYNE MASTER PLAN WITH THE STATE COMPREHENSIVE PLAN** **68**

**PART II APPENDIX B: CROSS ELEMENT IMPLEMENTATION PLAN** **70**

Figure 3: Street Names Map 72

Reserve Material 73

# I. FUTURE LAND USE ELEMENT

## GOAL 1 ACHIEVE THE FOLLOWING COMMUNITY CHARACTER:

***

### Objective 1.1 Future Land Use Categories

*Maintain existing development and achieve new development and redevelopment which is consistent with the community character statement articulated as Goal 1.*

**Policy 1.1.1** ~~9J-5.006 (3) (c) 7~~

~~By the date required by statute or sooner, the~~ The Village shall maintain, and revise as necessary, effective land development code provisions and incentives that clearly implement the goals, objectives, and policies of this Element and which is consistent with the Future Land Use Map (Figure 1), including the land uses and the densities and intensities specified thereon and the descriptions of the requirements of those categories, which appear under the heading "Future Land Use Category Descriptions," beginning on page 12. The map and the descriptions are incorporated by reference into this Policy 1.1.1.

**Policy 1.1.2** ~~9J-5.006 (3) (c) 7~~

~~Between enactment of this plan and adoption of the land development code referenced in Policy 1.1.1, the~~The Village shall regulate all development in accordance the Future Land Use Map (Figure 1), including the land uses and the densities and intensities specified thereon and the description of the requirements of those categories, all of which are incorporated by reference into this Policy 1.1.2.

**Policy 1.1.3** ~~9J-5.006 (3) (c) 1~~

~~By the date required by state statute or sooner, the~~ The Village shall maintain, and revise as necessary, effective land development code provisions governing **subdivisions**, **signs** and **floodplain protection**. Such provisions shall be consistent with this plan and with the applicable Florida statutory and administrative code guidelines and otherwise conform to the following standards.

***

**Policy 1.1.4**

The Village shall ~~establish and maintain a~~ review, revise, and maintain a street tree master plan as the basis for public right-of-way re-vegetation to achieve a tree and palm canopy with a specified tree species for each of the Village streets. Implementation begun on Crandon Boulevard in 1993 shall be continued in subsequent years.

***

**Figure 1 (Continued)**

~~**For the Planning Period 1994-2004**~~

The land use categories indicated ~~below~~ shall have the regulatory significance described herein and as further defined and described in Future Land Use Element Policy 1.1.1.

Notes Pertaining to Future Land Use Map:

1. The area within designated boundary line is subject to an approved development of regional impact. Pursuant to Florida Statute 163.31678, the designations reflected on this Future Land Use Plan Map are not intended to limit or modify the right to complete development pursuant to the existing Development of Regional Impact Development Order, so long as the Development Order remains valid and effective and development proceeds forward in compliance with the Development Order.

~~2. The area within designated boundary line is subject to an approved development of regional impact. Pursuant to Florida Statute 163.31678, the designations reflected on this Future Land Use Plan Map are not intended to limit or modify the right to complete development pursuant to the existing Development of Regional Impact Development Order, so long as the Development Order remains valid and effective and development proceeds forward in compliance with the Development Order.~~

~~3.~~2. Crandon Boulevard is classified in the ~~Traffic Circulation~~ Transportation Element of the Master Plan as a four-lane divided County Minor Arterial.

~~4.~~3. Harbor Drive between Crandon Boulevard and West Mashta Drive is classified in the Transportation Element of the Master Plan as a two-lane Village Collector.

~~5.~~4. West Mashta Drive between Harbor Drive and Crandon Boulevard is classified in the ~~Traffic Circulation~~ Transportation Element of the Master Plan as a two-lane Village Collector.

~~6.~~5. Notwithstanding the medium density residential land use category, the site at the southeast corner of Crandon and Seaview may be zoned to permit one story office use if the Village Council finds, based on substantial and competent facts, that such zoning will result in sufficient investment in the existing building or a new building to eliminate the blighting influence caused by the deteriorated condition of the existing building as of the enactment of this future land use map.

~~7.~~6. The recreation and open space element and the capital improvements element express the intent that pedestrian access rights be acquired, through purchase or donation, over at least the designated view corridor.

**Objective 1.2 Commercial Redevelopment** ~~9J-5.006 (3) (b) 2~~ ~~9J-5.006 (3) (b) 3~~

~~*No later than 2004, achieve private revitalization of at least one Crandon Boulevard property that has a blighting impact on the Village.*~~ *Develop a program and policies to protect and enhance the commercial areas of the Village.*

**Policy 1.2.1**

~~By the date required by state statute or sooner, the~~The Village shall review, revise, and maintain ~~enact and enforce~~ land development code standards and incentives to achieve **new development, renovated development** and/or **redevelopment** that meets high **signage, landscaping, circulation/parking** and other development standards in keeping with the goals, objectives and policies of this plan. Redevelopment shall be consistent with the Future Land Use Map, Policy 1.1.1 and all other relevant goals, objectives and policies of this plan.

***

**GOAL 2 PROTECT AND ENHANCE THE RESIDENTIAL, COMMERCIAL, RESORT AND NATURAL RESOURCE AREAS OF KEY BISCAYNE.**

**Objective 2.1 Sanitary Sewer Facilities** ~~9J-5.006 (3) (b) 1~~

~~*Extend public*~~ *Coordinate with the County and appropriate agencies to maintain sanitary sewer service* ~~*to additional developed areas no later than 2008*~~ *and ensure effective septic and drain field functioning. See Policies 2.1.1 and 2.1.2 for additional measurability.*

**Policy 2.1.1**

The Village shall cooperate with the County ~~in an attempt to complete a financial and engineering plan~~ to extend sanitary sewers to as much of the remaining unsewered areas as is ~~financially~~ feasible ~~and otherwise desirable~~. The intent is to complete that plan as soon as technically ~~and financially~~ feasible. ~~but no later than 1998 and to begin implementation as soon as technically and financially feasible and complete implementation no later than 2008.~~

~~**Policy 2.1.2**~~

~~The Village shall ensure effective functioning of septic tanks and drain fields by enacting and enforcing requirements that septic tank drain fields be installed with highly permeable material back fill and with marl broken through to ensure maximum downward percolation.~~

**Objective 2.2 Storm Sewer Infrastructure**

~~*Upgrade*~~ *Continue to upgrade the drainage system so that stormwater outfalls into Biscayne Bay (and adjacent canals) fully meet National Pollution Discharge Elimination System (NPDES) standards no later than December 31, 1998 and the standards of Chapter 17-25, FAC and of Chapter 17-302.500, FAC. Upgrade on site drainage standards to ensure that private properties retain at least the first one inch of stormwater on site and permit no more runoff after development than before development.*

**Policy 2.2.1** ~~9J-5.006 (3) (c) 4~~

The Village shall enforce flood damage prevention regulations which ensure that new development will occur at topographic elevations sufficient to minimize flood impact. The Village shall continue to enforce coastal construction regulations.

**Policy 2.2.2** ~~9J-5.006 (3) (c) 4~~

By the date required by state statute or sooner, the Village shall enact and enforce land development code provisions that require one inch of on-site drainage detention, post development runoff equal to or less than pre- development runoff, erosion control, a minimum percentage of pervious open space, maintenance of swales, and drainage level of service standards. These requirements shall be designed to help ensure full compliance with the specific standards set forth in Objective 1.1 of the Infrastructure Element.

**Policy 2.2.3** ~~9J-5.006 (3) (c) 3~~

~~By the date required by state statute or sooner, the~~The Village shall ~~enact and enforce~~ review and revise ~~as part of the land development code~~ a concurrency management system. ~~which meets the requirements of 9J-5.0055.~~ The concurrency management system shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the ~~Traffic Circulation~~Transportation, Recreation and Open Space, and Infrastructure Policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately and shall be interpreted pursuant to the following:

***

**Objective 2.3 Natural Resources** ~~9J-5.006 (3) (b) 4~~

~~*Upgrade*~~ *Continue to upgrade the drainage system so that stormwater outfalls into Biscayne Bay (and adjacent canals) fully meet or exceed National Pollution Discharge Elimination System (NPDES) standards ~~no later than December 31, 1998~~ and the standards of Chapter 17-25, FAC and of Chapter 17-302.500, FAC.*

*Upgrade onsite drainage standards to ensure that private properties retain at least the first one inch of stormwater on site and permit no more runoff after development that before development.*

**Policy 2.3.1** ~~9J-5.006 (3) (c) 4~~

Based upon the capital cost implications of the Village of Key Biscayne Drainage Master Plan, the Village shall activate the stormwater utility assessment. ~~as a basis for bonding for the first phase of implementation no later than December 31, 1998.~~ The Village shall update its Drainage Master Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system in accordance with the specific standards of Objective 1.1 of the Infrastructure Element.

**Policy 2.3.2**

~~By the date required by state statute or sooner, the~~ The Village shall ~~enact~~ review, revise, and enforce land development code provisions that require one inch of on-site drainage detention, post development runoff equal to or less than pre development runoff, erosion control, a minimum percentage of pervious open space, maintenance of swales, drainage level-of-service standards, ocean beach dune protection and vegetation, and other environmentally sensitive land protection measures. These requirements shall be designed to help ensure full compliance with the specific standards set forth in Objective 2.3 above. Such provisions shall be consistent with this plan and with the applicable Florida statutory and administrative code requirements. They shall also be consistent with applicable standards promulgated by the South Florida Water Management District, the South Florida Regional Planning Council, the Miami-Dade County Department of Environmental Resource Management, the Florida Department of Environmental Protection, and/or other agencies with relevant jurisdiction and/or information.

**Objective 2.4 Hurricane Evacuation** ~~9J-5.006 (3) (b) 5~~

*Eliminate or reduce land uses which are inconsistent with applicable ~~interagency hazard mitigation report~~ Florida Natural Hazards Interagency Work Group Annual Report recommendations and enhance the efforts of the ~~Metro~~-Miami-Dade Office of Emergency Management by providing it with all relevant information.*

**Policy 2.4.1**

The Village shall regulate all future development within its jurisdiction in accordance with the Future Land Use Map which is consistent with the ~~Interagency Hazard Mitigation Team Report, FEMA 955-DR-FL, August 1992~~ *Florida Natural Hazards Interagency Work Group Annual Report.* The Village shall periodically review and revise the Future Land Use Map in light of future interagency hazard ~~mitigation~~ reports in order to reduce or eliminate uses which are inconsistent therewith.

**Policy 2.4.2**

The Village Manager or designee shall annually assess the Village's existing and permitted population densities to determine if changes are significant enough to transmit such data to the ~~*Metro*~~ Miami-Dade Office of Emergency Management to assist in their hurricane evacuation planning.

**Objective 2.5 Drainage and Sewer System Land Needs** ~~9J-5.006 (3) (b) 8~~

*Ensure the availability of suitable land for drainage and sanitary sewer system facilities needed to support planned infrastructure improvements. See Policies for measurability.*

**Policy 2.5.1**

~~By the date required by state statute or sooner, the~~ The Village shall review and revise land development code provisions for sewer lift stations, stormwater lift stations and collection/infiltration mechanisms and other utility land requirements.

**Policy 2.5.2**

The Village shall not vacate any road rights-of-way without first obtaining an engineering opinion determining that the vacated right-of-way is not necessary to accommodate future storm and/or sanitary sewer facilities, all of which are expected to be needed in the future can be accommodated in such rights-of-way.

**Objective 2.6 Historic Preservation**

*No later than ~~1999~~, 2025 prepare list of potentially significant historic structures and a strategy for their preservation including all properties eligible for designation on the National Register of Historic Places.*

**Policy 2.6.1** ~~9J-5.006 (3) (c) 8~~

Based upon historical accounts of early development in the Village, the Council shall, no later than 2025, ~~designate~~ identify those properties that are at least 50 years old ~~structures~~ that due to age, architecture and function are candidates for historic designation and protection. Based upon the inventory of properties, the Village will also consider which buildings, if any, may be eligible for designation on the National Register of Historic Places. A strategy for the preservation of some or all of these structures shall be drafted.

**Objective 2.7 Biscayne Bay Preservation** ~~9J-5.006 (3) (b) 6~~

*Assist ~~Metro~~ Miami-Dade County's efforts to preserve and enhance the State-designated Biscayne Bay Aquatic Preserve.*

**Policy 2.7.1**

Through a combination of (a) implementation of a master drainage plan, (b) replacement of septic tanks with sanitary sewers, (c) land development code provisions for on-site stormwater detention and marina pump-out facilities, and (d) coordination with the Biscayne Bay Shoreline Development Review Committee, the Village will attempt to maintain and improve the water quality of Biscayne Bay.

~~Note: The following 9J5.006 FAC requirements and related policies are not applicable to Key Biscayne:~~

- ~~9J5.006(3)(b)7 urban sprawl~~
- ~~9J5.006(3)(c)6 wellfields~~
- ~~All archaeological and standing structure sites identified in the Florida site file as being located on Key Biscayne are NOT in the Village of Key Biscayne, but rather in the unincorporated portions of Dade County located on the Island of Key Biscayne. The structures are: 1) the North Base Marker at the Key Biscayne Golf Course and 2) the Cape Florida Lighthouse in Bill Baggs Park at the tip of the Island of Key Biscayne. The sites are: 1) the Bear Cut Preserve, 2) Cape Florida, 3) Fort Bankhead and 4) the Light keeper's house foundation. The Florida Department of State, Division of Historical Resources has indicated that there is an archaeological site on Ridgewood Road in incorporated Key Biscayne. The DHR map on which this site is identified is stamped "Confidential: DO NOT DISTRIBUTE OF PUBLISH." Such a map is not suitable grounds for public policy decisions.~~

***

**Objective 2.8 Water Supply**

*Assist the Miami-Dade County Water and Sewer Department in ensuring there is sufficient water supply for existing and new development in the Village.*

**Policy 2.8.1**

The Village, through the land development regulations, will coordinate land uses and future land use amendments with the availability of water supplies and water supply facilities.

**GOAL 3 IMPLEMENT GREENHOUSE GAS REDUCTION**

**Objective 3.1 Reduce energy use and greenhouse gas production**

*The Village shall consider changes to the future land use plan based upon energy efficient land use patterns, while providing for existing and future energy electric*

*power generation and transmission systems.*

**Policy 3.1.1**

The Village shall ensure that its Master Plan and development regulation do not prevent the construction of electric substations within the Village.

**Policy 3.1.2**

The Village's land development regulations shall allow for use of alternate, renewable sources of energy including the use of solar panels.

**Policy 3.1.3**

The Village shall provide for redevelopment activities in the land development regulations and zoning code and enhance the infrastructure of aging neighborhoods as needed.

**Policy 3.1.4**

The Village shall permit a variety of housing opportunities in varying price ranges.

**Policy 3.1.5**

The Village shall continue to allow home based businesses to the extent that impacts are compatible with the residential community.

**Policy 3.1.6**

The Village shall support mixed use development to encourage reduced vehicle usage.

**Policy 3.1.7**

The Village shall maintain its network of bicycle lanes and pedestrian facilities with specific consideration of connectivity to schools and public facilities.

**Policy 3.1.8**

The Village shall ensure that new development and redevelopment provides for pedestrian, bicycle, and automobile connectivity to adjacent rights-of-ways, adjacent development and the public transportation system.

**Objective 3.2 Implement greenhouse gas reduction strategies**

*The Village shall provide for policies within the land development regulations and*

*Master Plan which are designed to reduce energy use and the creation of greenhouse gases.*

**Policy 3.2.1**

The Village shall, to the extent financially feasible, educate residents on home energy reduction strategies.

**Policy 3.2.3**

The Village shall continue to reduce the heat island effect by maintaining its green infrastructure through maintenance of its tree canopy, parks, open spaces, wetland mitigation areas, landscaped medians, and scenic vistas.

**Policy 3.2.4**

The Village shall continue to require open space and pervious surface areas in development and redevelopment.

**Policy 3.2.5**

By December 2025, the Village shall consider amending the land development regulations to adopt specific standards and strategies that address greenhouse gas emissions, energy efficient housing, and overall energy conservation as per Objective 3.1 and 3.2.

## II. ~~TRAFFIC CIRCULATION~~ TRANSPORTATION ELEMENT

**GOAL 1** **TO PROVIDE A TRANSPORTATION SYSTEM THAT MEETS THE CIRCULATION NEEDS OF KEY BISCAYNE IN A SAFE AND EFFICIENT MANNER BUT DOES NOT ADVERSELY IMPACT THE QUALITY OF LIFE OF THE RESIDENTS.**

**Objective 1.1** **Motorized Transportation System** ~~9J-5.007 (3) (b) 1~~

*Maintain the designated level of service but with enhanced pedestrian safety and amenities.*

**Policy 1.1.1** ~~9J-5.007(3)(c)1~~

The Village shall regulate the timing of development to maintain at least the following peak hour Level of Service standards:

- Arterials - "~~E.~~ LOS D." Crandon Boulevard is the only arterial in the Village.
- Collectors - "LOS B." Harbor Drive and West Mashta Drive are collectors.
- Local Service Streets - "LOS A." All other streets are local service streets.

Crandon Boulevard is projected to be at Level of Service ~~E~~ D or better south of Harbor Drive (Table II-4, Traffic Circulation Element Data and Analysis), although the Level of Service could potentially fall slightly below ~~E~~ D north of Harbor Drive near the north Village limits. The amount by which traffic on Crandon north of Harbor is projected to exceed Level of Service ~~E~~ D is six tenths of one percent (0.006). Barton-Aschman Associates, Inc., traffic engineering consultants for this plan, believe that this amount of traffic (18 trips more than the 3.110 trip capacity), is not significant because it is far less than the margin of projection error. The Village prefers to utilize the ~~E~~ D Level of Service standard based on the expectation that future volumes could be lower than projected volumes. If future volumes are equal to projected volumes, then the Village would have to lower the Level-of-Service standard on Crandon Boulevard north of Harbor Drive to 100.6 percent of ~~E~~ D capacity.

**Policy 1.1.2** ~~9J-5.007 (3) (c) 3~~

~~By the date required by state statute or sooner, the~~The Village shall ~~enact and enforce~~ review and revise land development code standards ~~and a review process~~ to control roadway access points, on-site traffic flow and on-site parking. The land development code ~~will~~ requires the use of joint access drives for adjacent uses. It ~~will~~ also sets minimum design standards for:

- the spacing and design of driveway curb cuts;

- the size of ingress and egress lanes for major land uses;
- the spacing and design of median openings; and
- the provision of service roads.

State highway access management standards will be considered in developing roadway access point controls, although they are not mandatory since there are no state highways in the Village. The access management controls will be tailored to achieve the ends set forth in Objective 1.4. On-site traffic flow and on-site parking standards will be designed to encourage high levels of pedestrian and bicycle use, including requiring bike racks under certain conditions.

**Policy 1.1.3** ~~9J-5.007 (3) (b) and (c)~~

By 2025 or sooner, ~~S~~street improvements shall be designed and implemented for the collectors (Harbor Drive and Mashta) identified in Policy 1.1.1 and elsewhere in this plan. The intersection at Crandon and Harbor shall be channelized. Speed control methods that will require traffic to stop on a regular basis (such as four-way stop signs) should be avoided, since these will work against what the Collector street is mean to do. Instead strategies such as medians, pavement reduction, or the provision of shrubbery and trees close to the roadway will serve as deterrents to speeding on Collector roads.

**Objective 1.2 Land Use Plan Implications** ~~9J-5.007 (3) (b) 2~~

*Limit commercial development and redevelopment to arterial road frontage (plus the Harbor Drive Collector frontage between Crandon Boulevard and Fernwood Road).*

**Policy 1.2.1**

Other than ocean resort hotels, the Future Land Use and zoning maps shall be used to limit new commercial and office development or redevelopment to arterial frontage (Crandon Boulevard) and the related Harbor Drive (Collector) frontage east of Fernwood Road.

**Policy 1.2.2**

The Village shall maintain pedestrian, bikeway, and golf cart access points at the rear property lines of commercial properties which are bounded on the rear property line by Fernwood Road.

**Policy 1.2.3**

The Village shall coordinate its Future Land Use Map with its Future Transportation Map.

**Objective 1.3** **Regional Plans** ~~9J-5.007 (3) (b) 3~~

*Work with the County to limit traffic volume increases on the Rickenbacker Causeway.*

**Policy 1.3.1**

The Village shall work closely with the ~~Metro~~-Miami-Dade County Planning Department and the ~~Metropolitan~~ Transportation Planning Organization (TPO) to limit the intensity of development along the Causeway and Crandon Boulevard in order to maintain an adequate traffic level of service.

**Policy 1.3.2**

In order to provide for control of traffic flow associated with Bill Baggs Park, the Village shall encourage the appropriate governmental entities to place and operate electric message signs at the intersection of Interstate 95 and U.S. 1 as well as the Rickenbacker Causeway toll plaza to inform motorist if Bill Baggs Park is at capacity accepting additional visitors.

**Objective 1.4** **Right-of-Way Protection** ~~9J-5.007 (3) (b) 4~~

*Protect existing and future rights-of-way from the encroachment of buildings and other impediments through enactment and enforcement of a land development code which implements the Future Land Use Map and the Future Traffic Circulation Plan, and achieve a 10 percent net reduction in the lineal footage of Crandon Boulevard (plus one block of Harbor Drive) curb cuts ~~no later than 2004~~ and otherwise protect the integrity of existing and proposed rights of way.*

**Policy 1.4.1** ~~9J-5.007 (3) (c) 4~~

The Village shall use the land development code to protect existing rights-of-way through setback requirements which prohibit right-of-way encroachments of any kind.

**Policy 1.4.2**

Use Land Development Code standards and Land Development Code review process to reduce number and width of existing curb cuts on Crandon and Harbor by 10%.

***

**Policy 1.4.2** ~~9J-5.007 (3) (c) 2~~

As site plans are submitted, the Village shall use the standards in the land development code and the land development code development review process to reduce the number and width of existing non-residential curb cuts onto Crandon Boulevard and Harbor Drive by the amount stated in Objective 1.4; this policy is not to be implemented in a way which would preclude adequate accessways for the development of vacant land.

**Objective 1.5 Bikeways and Pedestrian Ways**

~~*Achieve the first phase of a Harbor Drive*~~ *Maintain the pedestrian and bikeway system* ~~*no later than 2004 based upon a streetscape and multi-modal circulation plan*~~ *for Crandon Boulevard, Harbor Drive, Fernwood Road, West Wood Drive and West Mashta Drive.*

**Policy 1.5.1** ~~9J-5.007 (3) (c) 5~~

~~No later than 1999, the~~ The Village shall ~~complete a detailed~~ maintain the bicycle, pedestrian way and streetscape plan for the following streets:

- Harbor Drive
- Fernwood Road
- West Mashta Drive, and
- Crandon Boulevard

Related to these plans for streetscape improvements will be traffic engineering techniques to slow traffic speeds; ~~West Wood Drive~~ the Village shall ~~also be included in this~~ implement speed control planning and ~~implementation~~ traffic calming mechanisms.

~~**Policy 1.5.2** 9J-5.007 (3) (c )5~~

~~No later than 2004, achieve the first phase implementation of this plan on Harbor Drive.~~

**Objective 1.6 Reduction of Greenhouse Gases**

*The Village shall explore transportation strategies to implement reductions in greenhouse gas emissions created by the transportation sector.*

**Policy 1.6.1**

The Village shall explore and develop programs to encourage non-motorized and golf cart transportation by continued improvements and enhancements to its pedestrian, bikeway, and golf cart systems.

**Policy 1.6.2**

To the extent financially feasible, the Village shall educate residents on the cost and environmental effects of automobile idling.

**Policy 1.6.3**

The Village shall continue to maintain a policy of permitting golf carts on designated local roadways to provide an energy efficient alternative means of transportation for Village residents.

# III. HOUSING ELEMENT

**GOAL 1** **TO ASSURE THE AVAILABILITY OF A SOUND AND DIVERSIFIED HOUSING STOCK IN KEY BISCAYNE.**

**Objective 1.1 New Construction** ~~9J-5.010 (3) (b) 1~~

*Cooperate with the private sector in the construction of ~~at least 250 additional~~ residential units ~~on the vacant residentially designated Crandon Boulevard frontage by 2004; said units shall be~~ that are well designed ~~but~~ and that provide diversified housing types.*

~~**Policy 1.1.1**~~

~~The Village Future Land Use Plan and zoning map designations shall continue to provide for a diversity of housing types on the remaining vacant land to meet the needs of the existing and anticipated population.~~

**Policy 1.1.~~2~~1.** ~~9J-5.010 (3) (c) 2~~

The Village shall periodically review its permitting process and the regulatory process established by the land development code thereby assuring a prompt and professional development permitting process.

**Objective 1.2 Group Homes** ~~9J-5.010 (3) (b) 4~~

*Accommodate as many small group homes and foster care facilities as the market will support in residential areas and areas with residential character.*

**Policy 1.2.1** ~~9J-5.010 (3) (c) 6~~

~~By the date required by state statute or sooner, the~~ The Village shall enact and continue to enforce land development code regulations which permit ~~HRS-~~State-licensed group homes, including foster care facilities. Such regulations shall permit small scale group homes and foster care facilities in residential areas and areas with residential character and shall otherwise be designed to meet State law. Prior to enactment of such regulations, the Village shall interpret and enforce applicable existing regulations in a manner which is fully consistent with State law and administrative code requirements pertaining to group homes. The Village shall encourage ~~HRS-~~State-to consider the hurricane evacuation constraints in their licensing of facilities on the Key.

**Objective 1.3 Conservation, Rehabilitation, Demolition, Substandard Housing Structural and Aesthetic Improvement of Housing** ~~9J-5.010 (3) (b) 5~~

*Maintain a structurally sound housing stock by rehabilitating or demolishing*

*housing units that may deteriorate to a substandard condition in the future. Achievement of this objective shall be measured by the existence of no substandard housing units.*

**Policy 1.3.1** ~~9J-5.010 (3) (c) 3 and 4~~

The Village Manager or designee shall enforce the County minimum housing standards code or an appropriate modification enacted by the Village Council.

**Policy 1.3.2** ~~9J-5.010 (3) (c) 3~~

Through land development code setback/bulk standards and through implementation of the ~~1993~~ Village's drainage master plan (including on-site retention standards) the Village shall assure the continuation of stable residential neighborhoods.

**Objective 1.4 Housing Coordination and Implementation** ~~9J-5.010 (3) (b) 7~~

*The Local Planning Agency (LPA) shall ~~serve as the body to coordinate and achieve housing policy implementation~~ define and seek opportunities to promote affordable housing of a type and within a price range consistent with the local Key Biscayne market and general market conditions.*

**Policy 1.4.1** ~~9J-5.010 (3) (c) 1~~

The Village shall maintain formal communications with appropriate private and non-profit housing agencies to assure that adequate information on Village housing policies flows to housing providers. This list shall include Homes for South Florida, the Board of Realtors and the Home Builders Association.

**Policy 1.4.2** ~~9J-5.010 (3) (c) 7~~

The Village shall fully cooperate with any developer using County ~~Surtax funds, the County Housing Finance Agency~~ or other subsidy mechanisms.

**Policy 1.4.3**

The Village shall explore federal, state, and local housing subsidy programs as a means to provide housing opportunities for very low, low, and moderate-income persons and families.

**Policy 1.4.4**

The Village shall monitor current and future housing needs and explore innovative solutions to increase the affordability and diversity of housing stock while maintaining compliance with Coastal High Hazard Area and Floodplain regulations.

**Policy 1.4.5**

The Village shall explore potential land development regulations to provide for the improvement of energy efficiency in new housing and in the redevelopment of existing housing.

**Objective 1.5 Historically Significant Housing**

*Identify ~~and preserve at least one~~ historically significant residential ~~structure~~ properties within the Village.*

**Policy 1.5.1** ~~9J-5.010 (3) (c) 3~~

Based upon historical accounts of early development in the Village, by 2025 the Council ~~shall~~ should designate those structures that due to age, architecture and function are candidates for historic designation and protection. A strategy for the preservation of some or all of these structures shall be drafted. The Village should identify all properties that are at least 50 years old. Based upon the inventory of properties, the Village may consider the designation of a local historic district. In addition, the Village will also consider which buildings, if any, may be eligible for designation on the National Register of Historic Places.

**Objective 1.6 Development of Affordable Housing in Nearby Communities**

*~~Provide~~ List adequate sites for the distribution of very low income, low income and moderate-income families.*

**Policy 1.6.1** ~~9J-5.010 (3) (b) 3~~

The Village manager or designee shall monitor the housing and related activities of the South Florida Regional Planning Council and nearby local jurisdictions. The Village manager or designee shall inform the Village Council of these activities and shall recommend, as appropriate, Village actions that could help encourage the provision of adequate sites for the distribution of very low income, low income and moderate-income families in nearby communities with land values that can reasonably accommodate such housing. The Village shall encourage jurisdictions and non-governmental agencies to facilitate the provision of affordable housing.

**Policy 1.6.2**

The Village shall coordinate with Miami-Dade County and the City of Miami to create a program for annual evaluation of affordable housing needs within incorporated and unincorporated areas.

**Policy 1.6.3**

The Village shall participate in the South Florida Regional Planning Council's initiatives directed toward educating local governments of new techniques, especially programs applicable to the region and county, for promoting affordable housing.

**Policy 1.6.4**

The Village shall evaluate the feasibility of establishing an affordable housing trust fund in partnership with Miami- Dade County or the City of Miami through interlocal agreements, to fund affordable housing programs and projects in Miami-Dade County and/or the City of Miami.

**Policy 1.6.5**

Through the Village's affordable housing initiatives, and through intergovernmental coordination with Miami-Dade County and/or the City of Miami through interlocal agreements, the Village shall establish standards to improve energy efficiency of housing provided through affordable housing programs.

**Objective 1.7 Structural and Aesthetic Improvement of Existing Housing**

*Achieve and maintain 100 percent standard housing and achieve private reinvestment to structurally and aesthetically upgrade at least 50 existing housing units.*

**Policy 1.7.1**

The Village shall vigorously enforce the existing code to ensure that no housing structures become substandard.

**Policy 1.7.2**

~~By the date required by State statute, or sooner, the~~ The Village shall ~~enact or~~ enforce land development code regulations which set appropriate building height, set back and other regulations which facilitate aesthetically pleasing upgrades to the existing housing stock.

~~Note: The following 9J-5.010 FAC objectives and related policies are not applicable to Key Biscayne as explained in the Data and Analysis:~~

- ~~Objective 9J-5.010(3)(b)6 relocation housing including Policy 9J-5.010 (3) (c) 8~~
- ~~Objective 9J-5.010(3)(b)1 references to rural/farm workers including Policy 9J-5.010 (3) (c) 5~~

**Objective 1.8 Coordination with Future Land Use Element**

*Evaluate the Future Land Use Element and Future Land Use Map and, as feasible, update the Village's land use designations and zoning districts in order to promote the development of affordable housing within the Village.*

**Policy 1.8.1**

The Village shall coordinate its future land use planning to ensure that land designations and zoning districts foster diverse housing types to serve the needs of the Village's population by providing adequate areas for a variety of residential housing types including single-family, duplex, and multi-family units.

**Objective 1.9 Greenhouse Gas Reduction**

*Support energy use and greenhouse gas reduction in conjunction with the existing and new housing stock.*

**Policy 1.9.1**

The Village's land development regulations shall allow for the use of alternative, renewable sources of energy including the use of solar panels. The Village shall not prohibit the appropriate placement of photovoltaic panels. The Village shall develop and adopt review criteria to establish the standards for the appropriate placement of photovoltaic panels.

**Policy 1.9.2**

The Village, to the extent financially feasible, shall educate residents on home energy reduction strategies.

**Policy 1.9.3**

The Village shall encourage the placement of landscape materials to reduce energy consumption.

# IV. INFRASTRUCTURE ELEMENT

**GOAL 1** **TO PROVIDE AND MAINTAIN THE PUBLIC INFRASTRUCTURE IN A MANNER THAT WILL INSURE BAY WATER QUALITY, AND PUBLIC HEALTH, SAFETY, AND QUALITY OF LIFE FOR KEY BISCAYNE RESIDENTS.**

**Objective 1.1** **Current Deficiencies and Future Needs; Drainage** ~~9J-5.011 (2) (b) 1~~

*The Village shall continue to ~~U~~upgrade the drainage system so that stormwater outfalls into Biscayne Bay (and adjacent canals) fully meet National Pollution Discharge Elimination System (NPDES) standards ~~no later than December 31, 1998~~ and the standards of Chapter 17-25, FAC and of Chapter 17-302.500, FAC. The Village shall continue to ~~U~~upgrade onsite drainage standards to ensure that private properties retain at least the first one inch of stormwater on site and permit no more runoff after development than before development.*

**Policy 1.1.1** ~~9J-5.011 (2) (c) 1~~

~~Based upon the capital cost implications of the Village of Key Biscayne Drainage Master Plan, the~~ The Village shall ~~activate~~ maintain the stormwater utility assessment ~~as a basis for bonding for the first phase of drainage plan implementation no later than December 31, 1998~~. The Village shall continue to update its Drainage Master Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system in accordance with the specific standards of Objective 1.1 above.

**Policy 1.1.2** ~~9J-5.011 (2) (c) 1~~

During the first phase of drainage master plan implementation ~~(to be initiated in 1994)~~, the Village shall begin to mitigate to the extent technically and economically feasible direct stormwater outfalls into the canals and Biscayne Bay. Anticipated improvements include a series of catch basins, manholes and pipes for the collection of the stormwater and routing to pollution control structures and drainage wells with emergency overflows. The pollution control devisces (grease and oil separator) ~~are~~ is to be provided before each drainage well to prevent contamination from entering. Emergency overflow structures are to be constructed at the existing outfalls and would discharge only when the storm events generates more than one inch of runoff. These improvements shall be designed to fully meet the specific standards set forth in Objective 1.1 above.

**Policy 1.1.3** ~~9J-5.011 (2) (c) 1~~

By the date required by state statute or sooner, the Village shall enact and enforce land development code provisions that require one inch of on-site detention, post-development runoff equal to or less than peak pre-development runoff, erosion control, a minimum percentage of pervious open space, maintenance of swales and

the drainage level of service standard. These requirements shall be designed to help ensure full compliance with the specific standards set forth in Objective 1.1 above.

**Objective 1.2** **Current Deficiencies and Future Needs; Sewage** ~~9J-5.011 (2) (b) 2~~

*Coordinate with Miami-Dade County and appropriate agencies to maintain ~~Extend public~~ sanitary sewer service ~~to additional developed areas no later than 2008~~ and ensure effective septic and drain field functioning. See Policies 1.2.1 ~~and 1.2.2~~ for additional measurability.*

**Policy 1.2.1** ~~9J-5.011(2)(c)1~~

The Village shall cooperate with the County in an attempt to complete a financial and engineering plan to extend sanitary sewers to as much of the remaining unsewered areas as is financially feasible and otherwise desirable. The intent is to complete that plan as soon as technically and financially feasible but no later than 1998 and to begin implementation as soon as technically and financially feasible and complete implementation no later than 2008.

**Policy 1.2.2** ~~9J-5.011(2)(c)1~~

The Village shall help ensure effective functioning of septic tanks and drain fields by cooperating with ~~HRS~~ the State and ~~DERM~~ the County in the exercise of the jurisdiction of those agencies over septic tank and drain field permitting and requirements.

**Objective 1.3** **Future Needs; Solid Waste** ~~9J-5.011(2)(b)3~~

*Continue to ~~A~~achieve the most cost-effective solid waste collection system ~~by 1999~~.*

**Policy 1.3.1** ~~9J-5.011(2)(c)1~~

~~No later than 1996, the~~ The Village shall assess the cost effectiveness of replacing the County collection system with a system operated by one or more private contractors subject to Village-established operating specifications. Village control could be maintained through franchise agreements or other regulatory approaches.

**Policy 1.3.2** ~~9J-5.011(2)(c)1~~

~~No later than 1999, the~~ The Village ~~will~~ shall monitor the cost efficiency of solid waste collection systems and initiate any resulting recommended changes in the solid waste collection system, including the recycling component.

**Objective 1.4** **Level of Service**

*Provide adequate capacities to meet the Level of Service (LOS) standards; see policies for measurable standards.*

**Policy 1.4.1** ~~9J-5.011 (2) (c) 2a~~

Sewered Areas: The County-wide "maximum day flow"[(1)] of the preceding year shall not exceed 98 percent of the County treatment system's rated capacity. The sewage generation standard shall be 140 average gallons per capita per day.

~~**Policy 1.4.2** 9J-5.011 (2) (c) 2a~~

~~Unsewered Areas: The LOS shall be receipt of a Metro-Dade County Department of Environmental Resources Management septic tank permit.~~

**Policy 1.4.32** ~~9J-5.011 (2) (c) 2d~~

Potable Water: The County-wide "maximum day flow" of the preceding year shall not exceed 98 percent of the County treatment and storage system's rated capacity. The pressure shall be at least 20 pounds per square inch at the property line. The potable water consumption standard shall be 280 average gallons per capita per day.

~~**Policy 1.4.4** 9J-5.011 (2) (c) 2c~~

~~Drainage: All nonresidential development and redevelopment shall adequately accommodate runoff to meet all Federal, state and local requirements. Stormwater shall be treated in accordance with the provisions of Chapter 17-25, FAC in order to meet receiving water standards in Chapter 17-302.500, FAC. One inch of runoff shall be retained on site. Post-development runoff shall not exceed peak pre development runoff.~~

**Policy 1.4.53** ~~9J-5.011 (2) (c) 2b~~

Solid Waste: The County solid waste disposal system shall maintain a minimum of five years capacity. For Village planning purposes, a generation rate of 5.2 pounds per person per calendar day shall be used.

**Objective 1.5 Water Conservation** ~~9J-5.011 (2) (b) 4~~

~~*Reduce*~~ *Continue to strive to reduce the average daily per capita water consumption* ~~*by five percent no later than 2004*~~ *(dependent upon the near-term ability to measure Village-wide consumption).*

**Policy 1.5.1** ~~9J-5.011 (2) (c) 3~~

By the date required by state statute or sooner, the Village shall enact and enforce land development code and other regulations that include: 1) water conservation-based irrigation requirements; 2) water conservation-based plant species requirements derived from the South Florida Water Management District's list of native species and other appropriate sources; 3) lawn watering restrictions; 4) mandatory use of ultra-low volume water saving devices for substantial

rehabilitation and new construction; and 5) other water conservation measures, as feasible.

**Policy 1.5.2** ~~9J-5.011 (2) (c) 3~~

The Village shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water.

**Policy 1.5.3**

The Village will cooperate with ~~WASA~~ Miami-Dade County in an effort to devise a means of tracking water consumption in the Village from customer billings or other sources.

**Policy 1.5.4** ~~9J-5.011 (2) (c) 3~~

The Village shall cooperate with WASA efforts to ensure that the potable water distribution system shall reduce water loss to less than 16 percent of the water entering the system.

~~Note: 1. The following 9J-5.011 FAC objectives and related policies are not applicable to Key Biscayne:~~

- ~~Objective 9J-5.011 (2) (b) 3 — urban sprawl~~
- ~~Objective 9J-5.011 (2) (b) 5 — groundwater recharge/natural drainage features; includes Policy 9J-5.011 (2) (c) 4~~

~~2. There are no potable water system deficiencies or future need issues within the Village.~~

**Policy 1.5.5**

The Village shall update the Master Plan within 18 months of the South Florida Regional Water Management District updating its regional water supply plan, highlighting alternative water supply projects, and completing the required "Work Plan Amendment".

**Policy 1.5.6**

The Village shall seek and obtain a written statement from the Miami-Dade County Water and Sewer Department regarding the availability of water to serve all proposed development projects, including the current and projected demand, remaining permitted water withdrawals, facility capacity, and scheduled capital improvement projects.

**Policy 1.5.7**

The Village shall establish a single-point-of-contact at the South Florida Water Management District and the Miami-Dade County Water and Sewer Department to determine the extent to which the Village will be involved in the planning, financing, construction, and operation of water supply facilities that will serve the community.

**Policy 1.5.8**

The Village shall verify with the Miami-Dade County Water and Sewer Department the availability of water before making changes to the Future Land Use Map.

**Policy 1.5.9**

The Village shall protect water quality in traditional and new alternative water supply sources.

**Policy 1.5.10**

The Village shall establish a concurrency monitoring system for water supply to ensure that the level-of-service is satisfied at the building permit stage.

## *V. CONSERVATION AND COASTAL MANAGEMENT ELEMENT*

**GOAL 1** **TO PRESERVE AND ENHANCE THE SIGNIFICANT NATURAL FEATURES IN KEY BISCAYNE.**

**Objective 1.1** **Air Quality** ~~9J-5.013 (2) (b) 1~~

*Improve air quality to achieve or maintain applicable standards as established by the U.S. Environmental Protection Agency.*

**Policy 1.1.1**

The Village shall maintain compliance with its traffic level of service standard thereby avoiding congestion that would adversely impact air quality.

**Policy 1.1.2** ~~9J-5.013 (2) (b) 1~~

Emissions of fumes and vapors from all hazardous waste facilities shall be controlled, and these facilities shall comply with Lowest Achievable Emission Rates. Vapor control systems shall be required to reduce hydrocarbon emissions from vehicles being filled at gas stations.

**Objective 1.2** **Water Pollution** ~~9J-5.012 (3) (b) 2 and 9J-5.013 (2) (b) 2~~

*Continue to ~~Upgrade~~ the drainage system so that stormwater outfalls into Biscayne Bay (and adjacent canals) fully meet National Pollution Discharge Elimination System (NPDES) standards ~~no later than December 31, 1998~~ and the standards of Chapter 17-25, FAC and of Chapter 17-302,500, FAC. Upgrade onsite drainage standards to ensure that private properties retain at least the first one inch of stormwater on site and permit no more runoff after development that before development.*

**Policy 1.2.1** ~~9J-5.012 (3) (c) 1 and 2, and 9J-5.013 (2) (c) 1 and 6~~

Based upon the capital cost implications of the Village of Key Biscayne Drainage Master Plan, the Village shall activate the stormwater utility assessment as a basis for bonding for the first phase of implementation no later than December 31, 1998. The Village shall update~~d~~ its Drainage Master Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system in accordance with the specific standards of Objective 1.1 of the Infrastructure Element.

**Policy 1.2.2** ~~9J-5.012 (3) (c) 1 and 2, and 9J-5.013 (2) (c) 1 and 6~~

By the date required by state statute or sooner, the Village shall enact and enforce land development code provisions that require one inch of on-site drainage

detention, post development runoff equal to or less than predevelopment runoff, erosion control, a minimum percentage of pervious open space, maintenance of swales, drainage level-of-service standards, ocean beach dune protection and vegetation, and other environmentally sensitive land protection measures. These requirements shall be designed to help ensure full compliance with the specific standards set forth in Objective 1.2 above. Such provisions shall be consistent with this plan and with the applicable Florida statutory and administrative code requirements, standards promulgated by the South Florida Water Management District and the Department of Environmental Protection.

**Policy 1.2.3** ~~9J-5.013 (2) (c) 10~~

The Village shall refer any development permit applications for uses involving the storage of hazardous waste to ~~Metro-~~Miami-Dade County.

**Objective 1.3 Vegetative and Soil Resources** ~~9J-5.012 (3) (b) 1 9J-5.013 (2) (b) 3~~

*Achieve 0 net loss of mangroves.*

**Policy 1.3.1** ~~9J-5.012 (3) (c) 1 9J-5.013 (2) (c) 3, 5, 6, 7, 8 and 9~~

~~By the date required by state statute or sooner, the~~ The Village shall ~~enact and~~ continue to enforce estuarine waterfront protection provisions in the land development code. The provisions will be drafted to assure that all applicable development permit applications are reviewed in the context of the mangrove protection policies of the State DEP and the waterfront policies of DERM. In particular, DERM Class 1 Permits pursuant to Section 24-~~58~~ 48.1 of the Miami-Dade County Code shall be required for all construction seaward of the mean high-water line. Such construction shall be designed to minimize environmental impacts and mitigate unavoidable impacts. This provision shall be interpreted to protect sensitive lands from sea wall and other related construction, but it shall not be interpreted as permitting construction seaward of the State Coastal Construction Control Line in violation of other policies of this Comprehensive Plan.

**Policy 1.3.2** ~~9J-5.012 (3) (c) 1 and 2 9J-5.013 (2) (c) 5 and 6~~

The Village shall contact DERM if any adverse impact is observed relative to the limited sea grass beds in adjacent Bay waters.

**Objective 1.4 Sea Turtle Preservation** ~~9J-5.012 (3) (b) 1 9J-5.013 (2) (b) 4~~

*Strive to achieve 0 human-induced loss of manatees and/or sea turtle* eggs.

**Policy 1.4.1** ~~9J-5.012 (3) (c) 1 9J-5.013 (2) (c) 5 and 6~~

The Village police shall maintain communications with County and State marine police in order to report any violations of the boat speed limits in the adjacent waters which are a manatee protection area. The ~~Dade County~~ Florida Fish and Wildlife Conservation Commission ~~manatee telephone hotline~~ Wildlife Alert Hotline shall also be publicized by Village officials.

**Policy 1.4.2** ~~9J-5.012 (3) (c) 1 9J-5.013 (2) (c) 5 and 6~~

~~By the date required by state statute or sooner, the~~ The Village shall ~~enact and~~ enforce land development provisions which regulate the location and screening of lights along the beach in a way which is practical to water dependent and water related uses to assist in protecting sea turtles by minimizing the amount of light on beach locations where sea turtles may nest.

**Objective 1.5 Floodplains**

~~*For residential uses, achieve construction of all new building first floors at or above FEMA specified flood elevations. For non-residential uses, achieve construction of all new building first floors at or above FEMA specified flood elevations or in accordance with FEMA approved waterproof specifications.*~~ *The Village shall amend its floodplain regulations to require all new and/or substantially improved or repaired buildings to be constructed higher than the minimum standards as set forth in the Florida Building Code and floodplain regulations in 44 C.F.R., Part 60.*

**Policy 1.5.1** ~~9J-5.012 (3) (c) 3 and 9J-5.013 (2) (c) 6~~

The Village shall enforce the flood damage prevention regulations which ensure that all new residential construction is at or above the ~~flood elevation specified on the FEMA Flood Insurance Rate Map~~ minimum flood design requirements and which ensure that all new non-residential construction is either at or above the ~~flood elevation specified in the FEMA Flood Insurance Rate Map~~ minimum flood design requirements or in accordance with FEMA-approved waterproof construction ~~specifications~~ methods. ~~The Village manager shall design and promulgate specific management techniques to ensure effective enforcement of FEMA regulations.~~

**Policy 1.5.2**

The Village shall amend its floodplain regulations to require all new and/or substantially improved or repaired buildings to be constructed to a minimum finished floor elevation of 2 feet above the Base Flood Elevation (BFE).

**Policy 1.5.3**

The Village shall amend its floodplain regulations to require a cumulative calculation of improvement costs over a five-year period when determining whether improvements result in a substantial improvement to a nonconforming structure below the required design flood elevation.

**Policy 1.5.4**

The Village shall evaluate and adopt regulations to require or incentivize site low impact development techniques and best management practices to reduce losses due to flooding and resulting insurance claims.

**Policy 1.5.5**

The Village shall continue to provide public education on flood protection, best management practices and the National Flood Insurance Program via its website, pamphlets workshops, and other outreach methods.

**Objective 1.6 Emergency Water Conservation**

*Achieve a reduction of at least 10 percent in per capita water consumption in the event of a water supply emergency (dependent upon the near-term ability to measure Village-wide consumption).*

**Policy 1.6.1** ~~9J-5.013 (2) (c) 4~~

The Village shall enact and enforce an emergency water conservation ordinance based on both the South Florida Water Management District model ordinance and any specific SFWMD requirements of the emergency in question.

***

**Objective 1.7 Water Supply**

*Assist the Miami Dade County Water and Sewer Department in ensuring there is sufficient water supply for existing and new development in the Village.*

**Policy 1.7.1**

The Village shall coordinate land uses and future land use changes with the availability of water supplies and water supply facilities.

**Policy 1.7.2**

The Village shall adopt 155 gallons of water per person per day as its level-of-service standard for residential and nonresidential users.

**Policy 1.7.3**

The Village shall continue to implement the same or more stringent water conservation measures through its land development regulations.

**Policy 1.7.4**

The Village shall conserve potable water resources, including the support of reuse programs and potable water conservation strategies and techniques.

**Policy 1.7.5**

The Village shall implement the 10-Year Water Facilities Work Plan to ensure that adequate water supplies and public facilities are available to serve the water supply demands of the Village's population.

**Policy 1.7.6**

Since the potable water network is an interconnected, countywide system, the Villages' Planning Department shall cooperate with the Miami-Dade County Water and Sewer Department to jointly develop methodologies and procedures for biannually updating estimates of system demand and capacity and ensure that sufficient capacity to serve development exists.

**Policy 1.7.7**

In the future there are issues associated with water supply, conservation or reuse. The Village shall immediately contact the Miami-Dade County Water and Sewer Department to address the corresponding issues. In addition, the Village will follow adopted communication protocols with the Miami-Dade County Water and Sewer Department to communicate and/or prepare an appropriate action plan to address any relevant issue associated with water supply, conservation, or reuse.

**Policy 1.7.8**

The Village shall enforce Miami-Dade County's Water Use Efficiency Standards Ordinance, adopted on February 5, 2008.

**Policy 1.7.9**

The Village may consider requiring the use of high efficiency toilets, showerheads, faucets, clothes washers, and dishwashers in all new and redeveloped residential projects.

**Policy 1.7.10**

The Village shall encourage the use of sub-metering for all multi-unit residential developments, including separate meters and monthly records kept of all major

water-using functions such as cooling towers and individual buildings, in all new and redeveloped multifamily residential projects.

**Policy 1.7.11**

The Village may encourage the use of Florida Friendly Landscape guidelines and principles; gutter downspouts, roof runoff, and rain harvesting through the use of rain barrels and directing runoff to landscaped areas; drip irrigation or micro-sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch, pervious concrete, etc.) on walkways, driveways, and patios.

## GOAL 2 TO CONSERVE AND MANAGE THE ENVIRONMENTAL RESOURCES AND MAN-MADE USES IN THE COASTAL AREA OF KEY BISCAYNE

### Objective 2.1 Water-Dependent and Water-Oriented Uses ~~9J-5.012 (3) (b) 3~~

*Preserve the existing and planned sites for water-dependent uses and water-oriented ocean resort hotel uses; assure that any related marina expansion or development meets appropriate location standards.*

**Policy 2.1.1** ~~9J-5.012 (3) (c) 8~~

By the date required by state statute or sooner, the Village shall enact and enforce as part of the land development code: 1) a zoning district based on the Multifamily Residential and Ocean Resort Hotel Future Land Use Plan category, and 2) a zoning district based on the Waterfront Recreation and Open Space land use category. Planned development or other flexible zoning regulations which effectuate vested property rights and/or fulfill the spirit of Multifamily Residential and Ocean Resort Hotel and/or the Waterfront Recreation and Open Space land use categories may serve in lieu of specific zoning districts. The regulations of this district shall be consistent with the density limits established by the Future Land Use Map of this plan.

**Policy 2.1.2** ~~9J-5.012 (3) (c) 8~~

Any new marina, marina expansion or similar water-dependent use shall meet the following criteria:

***

### Objective 2.2 Beaches and Dunes ~~9J-5.012 (3) (b) 4~~

*Achieve no new major development or redevelopment seaward of the Coastal Construction Control Line and restore a naturally vegetated dune along the entire Atlantic Ocean frontage of the Village.*

**Policy 2.2.1** ~~9J-5.012 (3) (c) 1 and 3, and 9J-5.013 (2) (c) 6~~

By the date required by state statute or sooner, the Village shall enact and enforce as part of the land development code minimum oceanfront setback requirements including protection of the proposed dune system. The requirements shall specify that no building may be built seaward of the coastal construction control line and that only limited boardwalks, gazebos and similar structures may be built seaward of the coastal construction control line. The requirements shall apply to both development and redevelopment.

**Policy 2.2.2** ~~9J-5.012 (3) (c) 2~~

By the date required by state statute or sooner, the Village shall enact and enforce as part of the land development code dune development and vegetation planting requirements in conjunction with any new beachfront development and redevelopment. Dune grading and planting requirements shall be drafted to ensure the highest level of restoration of natural conditions which is economically and technically feasible. The requirements shall apply to both development and redevelopment.

**Policy 2.2.3** ~~9J-5.012 (3) (c) 2~~

By 1996, the Village shall evaluate the need for and efficacy of alternate financing mechanisms to pay for beach renourishment and dune development as a supplement to achieving beach renourishment and dune development via regulations of development and redevelopment.

**Objective 2.3 Beach Public Access** ~~9J-5.012 (3) (b) 9~~

*Achieve one municipal ocean beach access point open to the general public within the Village no later than 2004.*

**Policy 2.3.1** ~~9J-5.012 (3) (c) 9~~

The Village shall enforce an existing agreement with a private property owner calling for provision of beach access as a condition for development approval. The accessory so provided shall be open to the general public.

**Objective 2.4 Historic Preservation** ~~9J-5.012 (3) (b) 10~~

*No later than ~~1999~~2015, prepare a list of potentially significant historic structures and a strategy for their preservation.*

**Policy 2.4.1** ~~9J-5.012 (3) (c) 10~~

Based upon historical accounts of early development in the Village, by 2015 the ~~Council~~ Village shall ~~designate~~ identify those structures that due to age, architecture and function are ~~candidates~~ eligible for historic designation and protection on the National Register of Historic Places. A strategy for the preservation of some or all

of these structures shall be drafted.

**Objective 2.5 Biscayne Bay Preservation**

*Assist the efforts of ~~Metro~~-Miami-Dade County, the Florida Department of Environmental Protection and the National Park Service to preserve and enhance the State-designated Biscayne Bay Aquatic Preserve. See Policy 2.5.1 for measurability.*

**Policy 2.5.1** ~~9J-5.012 (3) (c) 13 and 14~~

The Village shall contribute to the improvement of Biscayne Bay water quality through a combination of: 1) implementation of a master drainage plan, 2) replacement of septic tanks with sanitary sewers tied into the County system and/or upgrading of septic tank and drainfield standards, 3) mandating on-site stormwater detention and 4) marina siting standards.

Standards for on-site storm water retention, storm sewers, sanitary sewers, septic tanks and drain fields are set forth in the Infrastructure Element (Objective 1.1 and related policies; Objective 1.2 and related policies; and Policy 1.4.4) and are incorporated in this policy by reference. Marina standards are set forth in Policy 2.1.2 of this Element and are incorporated in this policy by reference.

**Policy 2.5.2** ~~9J-5.012 (3) (c) 14 and 15~~

The Village shall contribute to the improvement of Biscayne Bay water quality by continuing to: 1) have a Village representative periodically consult with the Biscayne Bay Shoreline Development Review Committee and 2) have relevant bay front projects reviewed by the Committee. The Village shall cooperate with the regulatory functions of the Florida Department of Environmental Protection and the National Park Service.

**GOAL 3 TO MINIMIZE HUMAN AND PROPERTY LOSS DUE TO HURRICANES**

**Objective 3.1 Coastal High-Hazard Area Land Use and Infrastructure** ~~9J-5.012 (3) (b) 5 and 6~~

*Limit Village funds on infrastructure within the Village (all of which is within the coastal high-hazard area) that would have the effect of directly subsidizing development which is significantly more intensive than authorized by this Plan.*

**Policy 3.1.1** ~~9J-5.012 (3) (c) 7~~

The Village shall limit its funding of public infrastructure expansion if such funding and such expansion would have the effect of directly subsidizing a specific private development in the Village.

**Policy 3.1.2** ~~9J-5.012 (3) (c) 12~~

Objective 3.1 and Policy 3.1.1 above shall not be implemented in such a way as to preclude the Village's plans to extend sewer lines, improve drainage facilities or reconfigure streets in order to provide adequate infrastructure to serve the Future Land Use Plan development pattern or development for which rights were vested prior to enactment of this Plan.

**Objective 3.2 Hurricane Evacuation** ~~9J-5.012 (3) (b) 7~~

*Maintain the current estimated 13-hour out-of-county hurricane evacuation clearance time or an evacuation time of 12 hours to a shelter.* ~~*which is based on both pre-Hurricane Andrew planning and post-Hurricane Andrew experience.*~~

**Policy 3.2.1** ~~9J-5.012 (3) (c) 4~~

The Village shall maintain its traffic level of service which in turn is based upon the Future Land Use map, thereby achieving a reasonable hurricane evacuation time.

**Policy 3.2.2** ~~9J-5.012 (3) (c) 4~~

~~By 1995, the~~ The Village shall ~~prepare a~~ update its hurricane emergency plan~~;~~ ~~based upon the experience of Hurricane Andrew; the plan shall be in concert with the 1991 County Emergency Operations Plan and the 1991 U.S. Corps of Engineers hurricane evacuation study, and any revisions thereto.~~ the plan shall be consistent with the current Miami Dade County Emergency Operations Plan and the most current hurricane evacuation study.

**Objective 3.3 Post-Disaster Redevelopment** ~~9J-5.012 (3) (b) 8~~

*By ~~1996~~2015, adopt a post-disaster redevelopment plan.*

**Policy 3.3.1** ~~9J-5.012 (3) (c) 5~~

By ~~1996~~*2015*, based upon the ~~1992-1993 Hurricane Andrew~~ staff review of post-disaster assessment, clean-up and housing repair experience, the Village shall prepare a post-disaster redevelopment plan in consultation with the South Florida Regional Planning Council and the ~~Metro~~-Miami-Dade Office of Emergency Management. Special attention shall be devoted to the Building Official's permitting process to distinguish between minor and major repairs, require demolition or nuisance removal, and similar regulatory approaches.

**Policy 3.3.2**

The adopted plan shall specify that during post-disaster redevelopment, the Building Department will distinguish between those actions needed to protect public health and safety with immediate repair/cleanup and long-term repair activities and redevelopment areas. Removal or relocation of damaged infrastructure and unsafe

structures shall be by the Village in accordance with local procedures and those agencies and practices specified in the ~~Metro~~-Miami-Dade County Emergency Operations Plan.

***

**Objective 3.4 Level of Service and Public Facility Timing** ~~9J-5.012 (3) (b) 11~~

*Achieve and maintain Level-of-Service standards through a concurrency management system with a phased capital improvement schedule.*

**Policy 3.4.1** ~~9J-5.012 (3) (c) 12~~

The Village shall implement the concurrency management system contained in this plan and the Village shall supplement the concurrency management system with which will be further detailed in land development code capital improvements when appropriate and necessary to meet Level-of-Service standards concurrent with the impact of development.

**Objective 3.5 Hurricane Damage Avoidance**

*Minimize damage from any hurricane storm surge. See Policies for measurability.*

**Policy 3.5.1** ~~9J-5.012 (3) (c) 3~~

By the date required by state statute or sooner, the Village shall enact and enforce land development code provisions requiring minimum building setbacks from the ocean. Construction shall not be permitted seaward of the Coastal Construction Control Line, except that non habitable major and minor structures (as defined in 16B-33.002(54), FAC) and restaurants may be permitted so long as: 1) they are approved by a Coastal Construction Control Line permit granted by the State of Florida Department of Natural Resources; 2) at least 50 percent of the permitted area is free of any such structures; 3) no such individual structure shall exceed 15 percent of the permitted area.

**Policy 3.5.2** ~~9J-5.012 (3) (c) 3 and 9J-5.013 (2) (c) 6~~

The Village shall enforce flood damage prevention regulations which ensure that the first floor of all new residential construction is at or above the flood elevation specified on the FEMA Flood Insurance Rate Map and which ensure that the first floor of all new non-residential construction is either at or above the flood elevation specified in the FEMA Flood Insurance Rate Map or in accordance with FEMA approved waterproof construction specifications. The Village manager shall design and promulgate specific management techniques to ensure effective enforcement.

***

**Objective 3.6 Commercial Redevelopment**

*The Village shall encourage methods for integration of energy conservation technologies in new construction and redevelopment and in Village municipal programs and services.* ~~*No later than 2004, achieve private revitalization of at least one Crandon Boulevard property that has a blighting impact on the Village and is likely to sustain significant hurricane damage.*~~

**Policy 3.6.1** ~~9J-5.012 (3) (c) 6~~

The Village shall encourage energy-efficient construction methods and develop initiatives to encourage energy conservation techniques in municipal and private-sector development. ~~By the date required by state statute or sooner, the Village shall enact and enforce land development code standards and incentives to achieve development, renovated development and/or redevelopment that meets high signage, landscaping, circulation/parking and other development standards, all in conformance with the flood damage prevention regulations required by Conservation and Coastal Management Policy 3.5.2.~~

~~Note: The following 9J-5 FAC policies are not applicable to Key Biscayne:~~

- ~~Policy 9J-5.012 (3) (c) 11 deepwater ports~~
- ~~Policy 9J-5.013 (c) 1 water wells~~
- ~~Policy 9J-5.013 (c) 2 extraction of minerals~~
- ~~Inform the Florida Department of State, Division of Historical Resources that, to the best knowledge of Village officials based on documentation supplied by the Florida Department of State and Dade County, all archaeological and standing structure sites identified in the Florida site file as being located on Key Biscayne are NOT in the Village of Key Biscayne, but rather in the unincorporated portions of Dade County located on the Island of Key Biscayne. The structures are: 1) the North Base Marker at the Key Biscayne Golf Course and 2) the Cape Florida Lighthouse in Bill Baggs Park at the tip of the Island of Key Biscayne. The sites are: 1) the Bear Cut Preserve, 2) Cape Florida, 3) Fort Bankhead and 4) the Light keeper's house foundation.~~

**Policy 3.6.2**

The Village shall develop standards and principles to provide for the improvement of energy efficiency in municipal services and programs.

**Policy 3.6.3**

The Village shall, to the extent financially feasible, provide educational materials and promote recycling to enhance the efficiency of curbside pick-up, reduce the materials being sent to landfills, and ultimately reduce methane production.

**Policy 3.6.4**

The Village shall amend the land development regulations to adopt specific standards and strategies that address greenhouse gas emissions, energy efficient housing, and overall energy conservation by 2015.

**Policy 3.6.5**

As the replacement of municipal vehicles is scheduled, the Village shall consider the availability of replacement with low emission or fuel-efficient vehicles.

**Policy 3.6.6**

The Village shall, through the current site plan review procedures, encourage the diversion from landfills of materials that are recyclable when issuing construction and demolition permits.

***

## GOAL 4 PROTECT COASTAL PROPERTIES AND PUBLIC FACILITIES AND INFRASTRUCTURE INVESTMENT BY PREPARING, ADAPTING AND MITIGATING FOR CLIMATE CHANGE IMPACTS

### Objective 4.1 Flood Risk Reduction

*The Village shall adopt and implement policies, land development regulations, administrative procedures, incentives, or other strategies to reduce vulnerability to sea level rise, high-tide events, storm surge, and stormwater runoff.*

**Policy 4.1.1**

By 2025, the Village shall consider the development of a Resilience Action Plan (RAP) to explore adaptation and mitigation measures which increase resilience to climate change impacts, including the reduction of risk.

**Policy 4.1.2**

The Village shall review and monitor updates to The Unified Sea Level Rise Projection for Southeast Florida produced by the Southeast Florida Regional Climate Change Compact and consider the projections when evaluating, planning, and designing public facility and infrastructure projects.

**Policy 4.1.3**

The Village shall encourage the use of living shorelines or other nature-based infrastructure as a shore protection alternative.

**Policy 4.1.4**

Construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 shall be consistent with Chapter 161 of the Florida Statutes.

**Policy 4.1.5**

The Village shall maintain flood-resistant construction requirements that are consistent with, or more stringent than, the Florida Building Code and applicable floodplain management regulations as set forth in 44 C.F.R., Parts 59 and 60.

**Policy 4.1.6**

The Village shall continue to participate in the Community Rating System under the National Flood Insurance Program (NFIP) to achieve flood insurance discounts.

**Policy 4.1.7**

The Village shall evaluate its policies and regulations on a periodic basis to consider amendments to reduce and/or mitigate flooding impacts and shall ensure amendments do not increase the extent and depth of flood potential.

**Policy 4.1.8**

The Village shall ensure that all applicable land development regulations and policies are enforced during development review procedures, shall encourage approaches to mitigate flood impacts, and shall evaluate opportunities for offering incentives for exceeding minimum standards.

## *VI. RECREATION AND OPEN SPACE ELEMENT*

**GOAL 1** **PROVIDE A DESIRABLE LEVEL OF PUBLIC RECREATION AND OPEN SPACE FACILITIES TOGETHER WITH SUPPLEMENTAL PRIVATE RECREATION AND OPEN SPACE FACILITIES.**

**Objective 1.1** **Waterfront Access** ~~9J-5.014 (3) (b) 1~~

*Continue to provide for a municipal ocean beach access point within the Village.* ~~*Achieve one municipal ocean beach access point within the Village no later than 2004.*~~

**Policy 1.1.1** ~~9J-5.014 (3) (c) 3~~

The Village shall continue to maintain the Beach Park as the principal municipal ocean beach access point within the Village. ~~The Village shall enforce an existing agreement with a private property owner calling for provision of beach access as a condition for development approval. The accessway so provided shall be open to the general public.~~

**Objective 1.2** **School Playfield Access** ~~9J-5.014 (3) (b) 1~~

*Assure resident access to the elementary school playfield* ~~*by 1995*~~*.*

**Policy 1.2.1** ~~9J-5.014 (3) (c) 5~~

The Village shall ~~seek~~ maintain a joint use agreement with the School Board to assure resident access to the school's playfields.

**Objective 1.3** **Public Recreation Facilities** ~~9J-5.014 (3) (b) 3~~

*Achieve a system of public park and recreation lands which provides at least 2.5 acres per 1,000 people permanent population together with the appropriate range of facilities.*

**Policy 1.3.1**

~~The Village shall reserve for recreation use all of the Village-owned land designated on the Future Land Use Map.~~ The Village shall actively seek to acquire through purchase, long term lease and/or donation, sufficient additional acreage to meet the standard of 2.5 acres per 1,000 people permanent population. The standard of 2.5 acres per 1,000 people permanent population shall be used for concurrency purposes.

**Policy 1.3.2** ~~9J-5.014 (3) (c) 4~~

~~By the date required by state statute, the~~ The Village shall ~~conduct a thorough study~~

~~of the feasibility of obtaining alternative sites needed to~~ achieve and maintain a Level of Service standard of at least 2.5 acres of local public park land per 1,000 permanent population.

**Policy 1.3.3** ~~9J-5.014 (3) (c) 5~~

The Village shall continue to pursue the acquisition (purchase or lease) of additional park land ~~including an addition to Calusa Park and other sites as necessary~~ in order to meet the above Level of Service standard as outlined in the Capital Improvement Schedule.

**Policy 1.3.4** ~~9J-5.014 (3) (c) 5~~

As acquisition of the park tracts is assured, the Village shall finalize detailed planning for facilities such as ball fields, and playgrounds ~~and a community center~~. A phased implementation plan shall be initiated.

**Policy 1.3.5**

No later than December 31, ~~1994~~2015, the Village shall explore a recreation impact fee to help finance acquisitions and improvements.

**Policy 1.3.6**

The following properties shall be included in the inventory of Parks and Recreation Space:

| Parks and Recreation Space | Acreage |
|---|---|
| Calusa Park | 3.00 |
| Village Green | 9.50 |
| Key Biscayne K-8 Center | 2.02 |
| East Enid Lake Park | 2.78 |
| Beach Park | 2.00 |
| St. Agnes Field | 2.13 |
| Community Center | 1.95 |
| Library Park | 1.17 |
| Hacienda Canal Pocket Park | 0.03 |
| 530 Crandon Blvd | 0.52 |
| Hampton Park | 0.19 |
| Harbor Park | 0.46 |
| **Total** | **25.75** |

This inventory of properties shall be automatically updated to include any additional recreational and open space properties acquired or utilized via a long-term lease. The public beach shall not be included in any calculation in order to meet the Village's Parks and Recreational Open Space Level of Service standard.

**Objective 1.4 Open Space** ~~9J-5.014 (3) (b) 4~~

*Achieve ~~some~~ semi-passive public open space in the central part of the Village, some semi-public open space on the waterfront plus private open space in conjunction with any new private development.*

**Policy 1.4.1** ~~9J-5.014 (3) (c) 1~~

By the date required by state statute or sooner, the Village shall enact and enforce as part of the land development code: 1) minimum front, side and rear **residential** setbacks, and 2) minimum pervious open space for all new construction. Definitions and standards will be included. The amount of open space required by these regulations shall be consistent with the high property values of the island and the need to ensure reasonably satisfactory levels of access to light and air, but pervious area shall not be less than 30 percent of total site area for the average single family residential site.

**Policy 1.4.2** ~~9J-5.014 (3) (c) 2~~

~~By the date required by state statute or sooner, the~~ The Village shall ~~enact~~ maintain and enforce a land development code zoning district to implement the **Waterfront Recreation and Open Space** land use category and thereby preserve such open space uses as the beach club and yacht club. The amount of open space required by these regulations shall be consistent with the high property values of the island and the need to ensure reasonably satisfactory levels of access to light and air, but in no case shall previous area be less than 15 percent of the entire site.

**Policy 1.4.3** ~~9J-5.014 (3) (c) 2~~

The Village shall ~~evaluate the desirability of developing~~ maintain a village center in order to provide for ~~tandem with~~ central ~~area~~ public open space.

**Objective 1.5 Public-Private Coordination** ~~9J-5.014 (3) (c) 2~~

*~~By 2004, achieve~~ Explore and implement a fully coordinated system of recreational resources.*

**Policy 1.5.1**

~~By 1996, the~~ The Village Manager or designee shall ~~complete~~ maintain an inventory of all private and semi-public recreational facilities. ~~This survey will be used in finalizing the public recreational facilities plan described in Policy 1.3.3.~~

# *VII. INTERGOVERNMENTAL COORDINATION ELEMENT*

**GOAL 1** **TO MAINTAIN OR ESTABLISH PROCESSES TO ASSURE COORDINATION WITH OTHER GOVERNMENTAL ENTITIES WHERE NECESSARY TO IMPLEMENT THIS PLAN.**

**Objective 1.1** **Coordination with the County Plan and School Board** ~~9J-5.015 (3) (b) 1~~

*Achieve consistency between the Village plan and both the ~~Metro~~-Miami-Dade County Comprehensive Development Master Plan and the City of Miami Comprehensive Plan (and amendments thereto); achieve coordination with the plans of the Miami Dade County School Board. See policies throughout this element for measurability.*

**Policy 1.1.1** ~~9J-5.015 (3) (c) 5~~

The Village shall continue to monitor the ~~Metro~~-Miami-Dade County Comprehensive Development Master Plan process as the County Plan is updated and revised in conjunction with its Evaluation and Appraisal Report.

**Policy 1.1.2** ~~9J-5.015 (3) (c) 1~~

The Village shall maintain an active dialogue with the School Board staff relative to any plans for the ~~elementary~~-schools within the Village.

**Policy 1.1.3** ~~9J-5.015 (3) (c) 2 and 4~~

The Village will utilize the informal mediation process of the South Florida Regional Planning Council in order to try to resolve annexation and other conflicts with other governmental entities; the Village will enter into mediations on a nonbinding basis.

**Policy 1.1.4** ~~9J-5.015 (3) (c) 7~~

The Village will thoroughly review and compare proposed development in the City of Miami and Miami-Dade County with proposed development in the Village Comprehensive Plan for consistencies and conflicts between identical elements and between plans as a whole. Where appropriate, the Village will respond at public hearings, through memoranda, or through the regional planning council's mediation process.

**Policy 1.1.5**

Implement activities associated with the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, including, but not limited to coordinating City, County and School Board plans based upon consistent projections of the amount, type and distribution of population growth and student enrollment; participating in decision-making through floating

membership on the School Board's School Site Planning and Construction Committee regarding potential sites for new schools and proposals for significant renovation, the location of relocatables or additions to existing buildings, and potential closure of existing schools; and collaborating to identify options aimed to provide the capacity to accommodate anticipated student enrollment demand associated with increases in residential development potential.

**Policy 1.1.6**

Village shall coordinate with the Miami-Dade County Public Schools and other parties to the adopted Amended and Rested Interlocal Agreement for Public School Facility Planning to establish Level of Service Standards (including Interim LOS standards) for ~~public school facilities~~ Public Educational Facilities and any amendments affecting public school concurrency.

**Objective 1.2 Master Plan Impact and Implementation Coordination** ~~9J-5.015 (3) (b) 2~~

*Establish mechanism to coordinate the impact of development proposed in the Village Master Plan with other jurisdictions.*

**Policy 1.2.1** ~~9J-5.015 (3) (c) 1~~

No later than ~~1999~~ 2015, the Village shall continue to consider ~~and attempt to consummate as appropriate interlocal agreements generally of the type described below:~~ or implement the following types of interlocal agreements or leases generally of the type described below:

~~Sewers: An agreement to cooperate and coordinate with appropriate County agencies for the extension of sewers.~~

Lease of MAST Academy Site for Recreation: A lease agreement by which the Village would commit to develop and maintain recreation facilities on a portion of the MAST Academy site.

~~Solid Waste: An agreement to cooperate and coordinate with the County Solid Waste Management Department for the disposal of solid waste generated in the Village.~~

~~Lease of Calusa Park: A lease agreement by which the Village would commit to maintain the recreation facilities at the Calusa Park for the benefit of all Dade County residents. This site and/or others identified herein and/or St. Agnes field (a private school facility that may be available part time on a lease basis) are needed to meet Village recreation level of service standards.~~

Lease of the Key Biscayne Presbyterian Church for Recreation: A lease agreement by which the Village would commit to develop and maintain recreation facilities on a portion of the Key Biscayne Presbyterian Church site.

Lease of Virginia Key Site(s) for Recreation and the Causeway: A lease agreement

by which the Village would commit to develop and maintain recreation facilities at one or more sites on Virginia Key and/or the Causeway. ~~These sites and/or others identified herein and/or St. Agnes field (a private school facility that may be available part time on a lease basis) are needed to meet Village recreation level-of-service standards.~~

~~Expansion of Calusa Park into Crandon Park: An agreement to cooperate and coordinate with the County Parks Department for the expansion of Calusa Park to accommodate play fields. This site and/or others identified herein and/or St. Agnes field (a private school facility that may be available part time on a lease basis) are needed to meet Village recreation level-of-service standards. It is understood that pursuit of the desired agreement for Calusa Park will require the Village to petition Dade County government to modify its current plan for Crandon Park.~~ Management Agreement for Calusa Park: The Village shall encourage Miami-Dade County to make improvements to Calusa Park consistent with the Crandon Park Master Plan. The Village shall maintain an agreement with the Miami-Dade County Park and Recreation Department to provide for Village management of Calusa Park.

~~Bill Baggs State Park: An agreement to cooperate and coordinate with the Florida Department of Environmental Protection for the provision of play fields at Bill Baggs State Park. This site and/or others identified herein and/or St. Agnes field (a private school facility that may be available part time on a lease basis) are needed to meet Village recreation level-of-service standards. It is understood that pursuit of the desired agreement for Bill Baggs State Park will require the Village to petition an agency of state government to modify its current plan for Bill Baggs State Park.~~

Key Biscayne ~~Elementary School~~K-8 Center: An agreement to cooperate and coordinate with the Miami Dade County School Board to make the ~~Key Biscayne Elementary School~~ K-8 Center playground available for community use.

~~Crandon Boulevard: An agreement to cooperate and coordinate with the Dade County Public Works Department and the Dade County Transit Agency to achieve an improved Crandon Boulevard streetscape.~~

Other areas within or proximate to the Village: An agreement or lease with other areas within the Village, as necessary.

**Policy 1.2.2** ~~9J-5.015 (3) (c) 1~~

The Village shall maintain an active dialogue with the ~~Metro-~~Miami-Dade Planning Department and other County agencies relative to limiting land use intensity between the Village and the maintained.

**Policy 1.2.3** ~~9J-5.015 (3) (c) 3~~

The Village Manager shall assist the County in providing information to the residents of the Village relative to services provided by the County, e.g., solid waste, potable water, sewers, transit and hurricane response planning. Such information may be disseminated through a Village newsletter, Village Hall counter handouts, notices posted at the Village Hall, and/or other appropriate means.

**Policy 1.2.4** ~~9J-5.015 (3) (c) 6~~

The Village shall contribute to the improvement of Biscayne Bay water quality through a combination of (a) implementation of a master drainage plan, (b) replacement of septic tanks with sanitary sewers tied into the County system, (c) mandating on-site stormwater detention and (d) marina siting standards.

**Policy 1.2.5** ~~9J-5.015 (3) (c) 6~~

The Village shall contribute to the improvement of Biscayne Bay water quality by continuing to: 1) have a Village representative periodically consult with the Biscayne Bay Shoreline Development Review Committee and 2) have relevant bay front projects reviewed by the Committee. The Village shall cooperate with the regulatory functions of the Florida Department of Environmental Protection and the National Park Service.

**Objective 1.3 Level of Service Standards Coordination** ~~9J-5.015 (3) (b) 3~~

*Ensure coordination with ~~Metro-~~Miami-Dade County Water and Sewer Department, the South Florida Water Management District, and the Lower East Coast Water Supply Plan Update in establishing level-of-service standards for sewage, and potable water.*

**Policy 1.3.1** ~~9J-5.015 (3) (c) 7~~

Monitor changes to ~~the adopted~~ level-of-service standards of ~~Metro-~~Miami-Dade County ~~and appropriately~~ the South Florida Water Management District, and the Lower East Coast Water Supply Plan Update and adjust ~~its~~ own level-of-service standards accordingly.

**Policy 1.3.2**

The Village shall implement a tracking system that measures increases in population resulting from development and redevelopment and provide results to the Miami-Dade County Water and Sewer Department on a regular basis.

**Policy 1.3.3**

The Village shall provide for improved or additional coordination between the Miami-Dade County Water and Sewer Department and the Village concerning the sharing and updating of information to meet ongoing water supply needs.

**Policy 1.3.4**

The Village shall coordinate with the Miami-Dade County Water and Sewer Department in the implementation of alternative water supply projects, establishment of level-of-service standards, resource allocations, changes in service areas and potential for annexation.

**Policy 1.3.5**

The Village shall coordinate with the Miami-Dade County Water and Sewer Department by requiring applications to be reviewed by the Department during the site plan review process prior to approving a building permit, in order to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy for properties located within the Village. Additional coordination efforts will occur between the Department and the Village through the water allocation system, which is a monthly spreadsheet used for tracking development activity within the Village. The Village will monitor proposed amendments to the Miami-Dade County Comprehensive Development Master Plan as they relate to water supply planning in the county and provide input as necessary.

**Policy 1.3.6**

The Village shall coordinate with the Lower East Coast Water Supply Plan Update.

# *VIII. CAPITAL IMPROVEMENTS ELEMENT*

**GOAL 1** **TO UNDERTAKE CAPITAL IMPROVEMENTS NECESSARY TO PROVIDE ADEQUATE INFRASTRUCTURE AND A HIGH QUALITY OF LIFE, WITHIN SOUND FISCAL PRACTICES.**

**Objective 1.1** **The Annual Capital Improvement Program Process** ~~9J-5.016 (3) (6) 1~~

*Achieve annual Village Council use of this Element as the framework to monitor public facility needs as a basis for annual capital budget and five-year program preparation.*

**Policy 1.1.1** ~~9J-5.016 (3) (c) 7~~

As part of the annual budget process, staff and engineering studies shall form the basis for preparation of a five-year capital improvement program, including one year capital budget, to further the master plan elements.

**Policy 1.1.2** ~~9J-5.016 (3) (c) 3~~

The capital improvement program shall include a drainage facility improvement/replacement program based upon the ~~1993~~ drainage master plan.

**Policy 1.1.3** ~~9J-5.016 (3) (c) 1~~

In setting priorities, the following kinds of criteria shall be used by the Village Council; in all cases, financial feasibility or budget impact will be assessed:

- Public safety projects: any project to ameliorate a threat to public health or safety.
- Quality of life projects: any project that would enhance the quality of life, such as a public streetscape improvement project.
- Level of service or capacity projects: any project needed to maintain an adopted or otherwise desirable Level of Service.
- Redevelopment projects: any project that would assist in the revitalization of deteriorated non-residential properties.
- Biscayne Bay enhancement projects: any project which would enhance the environmental quality of Biscayne Bay.

**Policy 1.1.4** ~~9J-5.016 (3) (c) 9~~

The Village shall use designated funding mechanisms such as the drainage utility

and sewer assessments to the maximum extent feasible thereby freeing up general funds (and general obligation bonds) for such Village-wide projects as park land acquisition and streetscape work as outlined in the policies of other Master Plan elements.

**Policy 1.1.5** ~~9J-5.016 (3) (c) 2~~

The Village shall pursue a prudent policy in terms of borrowing for capital improvements or other purposes.

***

**Objective 1.2** **Level of Service and Land Use Decisions** ~~9J-5.016 (3) (b) 3~~

*Achieve coordinated Village use of the Future Land Use Plan, financial analyses in this Element and Level of Service standards in both reviewing development applications and preparing the annual schedule of capital improvements.*

**Policy 1.2.1**

~~9J-5.016 (3) (c) 4~~

The following peak hour Level of Service (LOS) standards shall be maintained:

*Streets:* The Village shall regulate the timing of development to maintain at least the following peak hour level of service standards:

- Arterials -- "~~E~~D"
- Collectors - "B"
- Local Service Streets - "A"

within the Village limits, Crandon Boulevard will be at level of service ~~E~~D or better, although the level of service could potentially fail slightly below ~~E~~D near the north Village limits.

*Sanitary Sewers in Sewered Areas:* The County-wide "maximum day flow" of the preceding year shall not exceed 98 percent of the County treatment system's rated capacity. The sewage generation standard shall be 140 average gallons per capita per day.

*Sanitary Sewers in Unsewered Areas:* Septic tanks shall be permitted only in compliance with applicable county and state agency standards; compliance shall be determined by receipt of required approvals and permits from the ~~a Metro~~ Miami-Dade County Department of Environmental Resources Management and the Florida Department of Health and Rehabilitative Services.

*Potable Water:* The County-wide "maximum day flow" of the preceding year shall

not exceed 98 percent of the County treatment and storage system's rated capacity. The pressure shall be at least 20 pounds per square inch at the property line. The potable water consumption standard shall be 280 average gallons per capita per day.

*Drainage:* All nonresidential development and redevelopment shall accommodate runoff to meet all Federal, state and local requirements.

*Solid Waste:* The County solid waste disposal system shall maintain a minimum of five years capacity. For Village planning purposes, a generation rate of 5.2 pounds per person per calendar day shall be used.

*Recreation:* The Village shall achieve and maintain a Level of Service standard of at least 2.5 acres of local public park land per 1,000 permanent population.

*Public School Facilities:* Maintain a LOS standard of at least 2.5 acres of park land per 1,000 persons permanent population. ~~Upon public school concurrency becoming effective, the adopted Level of Service (LOS) standard for all Miami-Dade County public school facilities is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (With Relocatable Classrooms). This LOS standard, except for Magnet Schools, shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by the Miami-Dade County Public Schools. The adopted LOS standard for Magnet Schools is 100% of FISH (With Relocatable Classrooms), which shall be calculated on a districtwide basis. Level of service standards for public school facilities apply to those traditional educational facilities, owned and operated by the Miami-Dade County Public Schools, that are required to serve the residential development within their established Concurrency Service Area. Level of service standards do not apply to charter schools. However, the capacity of both charter and magnet schools will be credited against the impact of development.~~

**Policy 1.2.2**

The Village shall implement a tracking system that measures increases in population resulting from development and redevelopment and provide results to the Miami-Dade County Water and Sewer Department on a regular basis.

**Policy 1.2.3**

The Village shall develop mechanisms to ensure that adequate water supplies are available to all water users prior to the approval of a building permit. Furthermore, the Village shall monitor the Miami-Dade County Water and Sewer Department to be sure that it is responsibly monitoring the availability of water supplies for all water users of its department, which includes the Village of Key Biscayne, and to be sure that it is implementing a system that links water supplies to the permitting of new development.

**Objective 1.3 Infrastructure in Coastal High Hazard Area** ~~9J-5.016 (3) (b) 2~~

*Spend no Village funds on infrastructure within the Village (all of which is within the coastal high-hazard area) that would have the effect of directly subsidizing development which is significantly more intensive than authorized by this Plan.*

***

**Objective 1.4** **Concurrency** ~~9J-5.016 (3) (b) 4~~

*Assure the provision of public facilities concurrent with the impacts of development through a concurrency management system to be included in the ~~1994~~ land development code.*

**Policy 1.4.1** ~~9J-5.016 (3) (c) 6~~

~~By the date required by state statute or sooner, the~~ The Village shall enact and enforce as part of the land development code a concurrency management system ~~which meets the requirements of 9J-5.0055. The concurrency management system~~ that shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the ~~Comprehensive Plan~~ Transportation, Recreation and Open Space, and Infrastructure policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately and shall be interpreted pursuant to the following:

1. *Measuring Conformance with the Level-of-Service for water, sewer, solid waste, drainage, ~~traffic~~ transportation and recreation facilities.*

   Public facility capacity availability shall be determined by a set of formulas that reflect the following:

   Adding together:

   - The total design capacity of existing facilities; plus
   - The total design capacity of any new facilities that will become available concurrent with the impact of the development. The capacity of new facilities may be counted only if one or more of the following can be demonstrated:

     (A) For water, sewer, solid waste and drainage:

     (1) The necessary facilities are in place and available at the time a certificate of occupancy is issued, or

(2) Such approval is issued subject to the condition that the necessary facilities will be in place and available when the impacts of development occur, or

(3) The new facilities are guaranteed in an enforceable development agreement to be in place when the impacts of development occur. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order pursuant to Chapter 380, Florida Statutes (the Development of Regional Impact authorization).

(B) For recreation:

(1) Paragraphs (1)-(3) under (A) above except that construction may begin up to one year after issuance of a certificate of occupancy.

(2) The new facilities are the subject of a binding executed contract for the construction of facilities to be completed within one year of the time the certificate of occupancy is issued, or

(3) A development agreement as outlined in (4) above but requiring construction to begin within one year of certificate of occupancy issuance.

(C) For traffic:

(1) Paragraphs (A) (1) through (4) or (B) (2) above except that construction can begin up to three years after the approval date.

(2) No modification of public facility level-of-service standards established by this plan shall be made except by a duly enacted amendment to this plan.

Subtracting from that number the sum of:

- Existing volumes or flows; plus
- "Committed" volumes or flows from approved projects that are not yet constructed; plus

- The demand that will be created by the proposed project, i.e., site plan, plat or other development order.

In the case of water, sewers, solid waste and recreation, the formulas must reflect the latest population vis a vis flows or park acreage.

Design capacity shall be determined as follows:

Sewage: the capacity of the County sewage treatment system.

Water: the capacity of the County water treatment and storage system.

Solid Waste: the capacity of the County disposal system.

Drainage: The on-site detention capability and/or storm sewer capacity.

Roadways: The standard for measuring highway capacities shall be the Florida DOT Table of Generalized Two-Way Peak Hour Volumes for Urbanized Areas or other techniques that are compatible to the maximum extent feasible with FDOT standards and guidelines. The measurement of capacity may also be determined by engineering studies provided that analysis techniques are technically sound and acceptable to the Village engineer.

Recreation: Measurement shall be based on recreation data in the Comprehensive Plan plus the latest Village population estimate with any necessary interpretation provided by the Village manager or designee thereof.

Transit: The County Transit Agency bus schedules for routes within the Village.

~~2. *Measuring Conformance with the Level of Service for Public School Facilities:*~~

~~(A) Necessary public school facilities must be in place or under actual construction within three years after issuance of final subdivision or site plan approval, or the functional equivalent.~~

~~In the event the adopted Level of Service standard of the Miami-Dade County Public Schools established Concurrency Service Area cannot be met as a result of a proposed development's impact, the development may proceed provided at least one of the following conditions is met:~~

~~a. The development's impact can be shifted to one or more contiguous CSAs that have available capacity and is located, either in whole or in part, within the same Geographic Areas (Northwest, Northeast, Southwest, Southeast, see Figure 1A through 1D) as the proposed development; or~~

~~b. The developments' impact is mitigated, proportionate to the demand~~

~~for public schools it created, through a combination of one or more appropriate proportionate share mitigation options, as defined in Section 163.3180(13)(e)1, Florida Statutes. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities, guaranteed by a legal binding agreement, through mechanisms that include, one or more of the following:~~

~~a. Contribution of land;~~

~~b. The construction, expansion, or payment for land acquisition or construction of a permanent public school facility; or~~

~~c. The creation of a mitigation bank based on the construction of a permanent public school facility in exchange for the right to sell capacity credits.~~

~~The legally binding proportionate share mitigation agreement is subject to the approval of Miami Dade County School Board and the Village and must be identified in the Miami-Dade County Public School Facilities Work Program.~~

~~c. The development's impacts are phased to occur when sufficient capacity will be available.~~

~~3.~~ *2. Concurrency Monitoring System*

The manager or designee thereof shall be responsible for monitoring facility capacities and development activity to ensure that the concurrency management system database is kept current, i.e., includes all existing and committed development. This database shall be used to systematically update the formulas used to assess projects. An annual report shall be prepared.

~~4.~~ *3. Capacity Reservation*

Any development permit application which includes a specific plan for development, including densities and intensities, shall require a concurrency review. Compliance will be finally calculated and capacity reserved at time of final action of an approved final Design Review approval or building permit if no Design Review is required or enforceable developers agreement. ~~Phasing of development is authorized in accordance with Rule 9J-5.0055.~~ Applications for development permits shall be chronologically logged upon approval to determine rights to available capacity. A capacity reservation shall be valid for a time to be specified in the land development code; if construction is not initiated during this period, the reservation shall be terminated.

4. *Administration*

The Village manager (or designee thereof) shall be responsible for concurrency management. The land development code shall specify administrative procedures, including an appeals mechanism, exemptions, plan modifications, burden of proof, etc.

5. *Project Impact or Demand Measurement*

The concurrency management user's procedural guide (a supplement to the land development code) will contain the formulas for calculating compliance plus tables which provide generation rates for water use, sewer use, solid waste and traffic, by land use category. Alternative methods acceptable to the Village manager or designee thereof may also be used by the applicant. For example, traffic generation may be based upon the Institute of Transportation Engineer's "Trip Generation" manual.

**Policy 1.4.2**

The Village shall adopt and maintain a five-year Capital Improvements Plan.

**Policy 1.4.3**

The Village shall seek to ensure that the Capital Improvements Element (CIE) of the Comprehensive Plan is financially feasible.

**Policy 1.4.4**

The Village shall establish criteria to prioritize and update projects within the five-year Capital Improvements Plan to achieve and maintain adopted level-of-service standards.

**Objective 1.5** **Funding Capital Improvements** ~~9J-5.016 (3) (b) 5~~

*The land development code concurrency management system shall reflect both the existing approved Development of Regional Impact development orders; this system shall operate in concert with the capital improvement program, recreation impact fee and drainage utility to assure the funding and provision of needed capital improvements. See policies for measurability.*

**Policy 1.5.1** ~~9J-5.016 (3) (c) 5~~

The concurrency management system formulas shall include the public facility demands to be created by the two DRI projects (Continental, and Key Biscayne Hotel and Villas) as "committed" and the capital improvement schedule shall include the project implications of this committed demand to assure concurrency, so long as either of these development orders is in effect.

**Policy 1.5.2** ~~9J-5.016 (3) (c) 8~~

No later than December 31, 1994, the Village shall explore a recreation impact fee that would apply to all new development in order to help fund acquisition and improvements.

**Policy 1.5.3** ~~9J-5.017 (3) (b) 4 and (c) 8~~

The Village shall not give development approval to any new construction, redevelopment or renovation project which creates a need for new or expanded public capital improvement unless the project pays a proportional share of the costs of these improvements following legally prescribed criteria for such fees.

**Policy 1.5.4**

The capital improvements associated with the construction of educational facilities are the responsibility of the Miami-Dade County Public Schools. To address financial feasibility associated with public school concurrency, the Miami-Dade County Public School Facilities Work Program for educational facilities will be incorporated by reference into the Capital Improvements Element.

**Policy 1.5.5**

The Village shall coordinate with the Miami-Dade County Public Schools, to annually update its Facilities Work Program to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard, including interim standards, will continue to be achieved and maintained. Miami-Dade County, through its annual update to the Capital Improvements Schedule, will incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program for educational facilities. Miami-Dade County and the Miami-Dade County Public Schools will coordinate their planning efforts prior to and during the Miami-Dade County Comprehensive Development Master Plan Amendment process and during updates to the Miami-Dade County Public Schools Facilities Work Program.

**Policy 1.5.6**

Those capital improvements for educational facilities, as listed in the 2011-2012 through 2015-2016 Miami-Dade County Public Schools Facilities Work Program dated September 2007 and adopted by the Miami-Dade School Board, are incorporated by reference into the Capital Improvements Element.

## CAPITAL IMPROVEMENT ELEMENT
## IMPLEMENTATION SYSTEMS

~~9J-5.016 (4) (a)~~

### A. Five-Year Schedule of Capital Improvements

~~9J-5.016 (4) (a) 1 and 2~~

See schedule on page 41.

### B. Other Programs

~~9J-5.016 (4) (b)~~

The other principal programs needed to implement this Element are as follows:

1. An annual capital programming and budgeting process beginning no later than July 1995 and including use of the project selection criteria contained in Policy 1.1.3; related thereto will be the annual review of this Element.

2. Completion of a master drainage plan and final approval of a drainage utility funding mechanism.

3. Preliminary financial and engineering feasibility exploration of extending sewers to the unsewered areas.

4. Amendments to the existing land development code to assure conformance to the "concurrency" requirements relative to development orders, levels of service and public facility timing as outlined in C below.
5. Exploration of park impact fees.

6. Evaluate the need for and efficacy of financing mechanism to pay for beach renourishment and dune development.

### C. Monitoring and Evaluation

~~9J-5.016 (5)~~

The Village Manager or designee shall annually prepare a status report on this Capital Improvement Element for submittal to the Village Council. The primary purpose is to update the five-year schedule including the basis for the next year's capital budget. The project evaluation criteria shall be used in the project list review and special attention shall be devoted to maintenance of the level of service standards. This entire evaluation process shall be integrated into the Village's annual budget process.

### D. Concurrency Management

~~9J-5.016 (4) (b) and 9J-5.0055~~

Concurrency management shall be implemented as articulated in Land Use Element Policy 2.14 and Capital Improvement Element Policy 1.4.1.

## MONITORING, UPDATING AND EVALUATION PROCEDURES, 1994-1998

~~9J-5.005 (7)~~

1. **Annual Monitoring:**

In conjunction with one of the plan amendment cycles, the Local Planning Agency shall annually conduct a public workshop on the Master Plan. A status report shall be provided by the Village Manager or designee and then citizen comment shall be solicited. This meeting shall be publicized by a legal notice in the newspaper plus efforts to have a news story in the Islander and flyer announcements at Village Hall. The LPA will then submit a report on the status of the Plan to the Village Council. This report may be accompanied by recommended amendments, using the normal amendment process.

2. **Five-Year Evaluation and Appraisal Report (EAR):**

In early 1999, the Village Manager or designee shall prepare a Five-Year Evaluation and Appraisal Report in conformance with statutory requirements and with special emphasis on the extent to which the 1993 Master Plan objectives and policies have been achieved. The report will pinpoint obstacles to plan implementation and update baseline data.

3. **Revised Objectives and Policies:**

As a part of this EAR process, amendments to the goals, measurable objectives and policies based upon the above review, focusing on the 1999-2004 period but also including longer term objectives. The citizen participation procedures used in preparing the 1993 Master Plan (plus any future modifications thereto) shall be used in amending the Plan.

## *IX. PUBLIC SCHOOL FACILITIES ELEMENT*

**GOAL 1** **DEVELOP, OPERATE, AND MAINTAIN A SYSTEM OF PUBLIC EDUCATION BY MIAMI-DADE COUNTY PUBLIC SCHOOLS, IN COOPERATION WITH THE COUNTY AND OTHER APPROPRIATE GOVERNMENTAL AGENCIES, WHICH WILL STRIVE TO IMPROVE THE QUALITY AND QUANTITY OF PUBLIC EDUCATIONAL FACILITIES AVAILABLE TO THE CITIZENRY OF THE VILLAGE AND OTHER LOCAL GOVERNMENTS WITHIN THE COUNTY.**

***

**Policy 1.2.6**

Pursuant to Chapter 163, Florida Statutes, the 2011-2012 through 2015-2016 Miami-Dade County Public Schools ~~5-Year District~~ Facilities Work Program, developed by Miami-Dade Public Schools and adopted by the Miami-Dade County School Board on September 5, 2007, is incorporated by reference into the Village's Capital Improvement Plan, as applicable. The Village shall coordinate with Miami-Dade County Public Schools to annually update its Facilities Wok Program and/or concurrency service area maps to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard will continue to be achieved and maintained. The Village, through its annual updates of the 5-year Capital Improvements Element and Program, will incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program for educational facilities. The Village, Miami-Dade County Public School, and other local governments will coordinate their planning efforts prior to and during the Village's Comprehensive Land Use Plan amendment process, and during updates to the Miami-Dade County Public Schools Facilities Work Program. The Miami-Dade County Public Schools Facilities Work Program will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

***

**Objective 1.5**

*The School Board, the Village, and other appropriate jurisdictions shall ~~establish and implement mechanisms for~~ maintain on-going coordination and communication to ensure the adequate provision of public educational facilities.*

***

**Objective 1.6**

*Miami-Dade County Public Schools, in conjunction with the Village and other appropriate agencies, will strive to improve security and safety for students and staff.*

**Policy 1.6.1**

Continue to cooperate with the Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the incidence of violence, weapons and vandalism on school campuses. Encourage the design of facilities, which do not encourage criminal behavior and provide clear sight lines from the street.

**Policy 1.6.2**

Continue to cooperate with the Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the number of incidents related to hazardous conditions as reported by the Environmental Protection Agency (EPA), the fire marshal, the State Department of Education (DOE), and other appropriate sources.

**Policy 1.6.3**

Continue to cooperate with the Miami-Dade County Public Schools to provide for the availability of alternative programs for at-risk students at appropriate public educational facilities.

**Policy 1.6.4**

Coordinate with the Miami-Dade County Public Schools and the County to provide for pedestrian and traffic safety in the area of schools, and signalization for educational facilities.

# X. PROPERTY RIGHTS ELEMENT

**GOAL 1** **RESPECT PROPERTY RIGHTS AND PEOPLE'S RIGHTS TO PARTICIPATE IN DECISIONS THAT AFFECT THEIR LIVES AND PROPERTY IN THE VILLAGE'S PLANNING AND DEVELOPMENT DECISIONS.**

**Objective 1.1**

*The Village will respect judicially acknowledged and constitutionally protected private property rights.*

**Policy 1.1.1.**

Consider the right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.

**Policy 1.1.2.**

Consider the right of a property owner to use, maintain, develop, and improve their property for personal use or another person's use, subject to state law and local ordinances.

**Policy 1.1.3.**

Consider the right of the property owner to privacy and to exclude others from the property to protect their possessions and property.

**Policy 1.1.4.**

Consider the right of a property owner to sell or gift their property.

**Policy 1.1.5.**

Adhere to the rule of law in making land use decisions, whether legislative, administrative, or quasi-judicial.

**Objective 1.2.**

*Provide transparency in the decision-making processes and procedures so that all people may reasonably participate in decisions that affect their lives and property.*

**Policy 1.2.1.**

Allow public participation from any affected person, as is consistent with controlling law, and be a party to a hearing on any land use decision.

**Policy 1.2.2.**

Allow public participation from the general public which may not have true legal standing under controlling law.

**Policy 1.2.3.**

Respond to true and accurate information when making any planning and development decisions and provide every affected person an opportunity to be heard, to present, and rebut evidence and be informed of all information on which the Village bases its decision as required under controlling Florida law.

**Policy 1.2.4.**

Provide public notice as required by controlling law and shall adhere to a policy of open meetings and freedom to review and copy public records.

**Policy 1.2.5.**

Allow every affected person the opportunity to participate early and throughout the decision-making process.

**Policy 1.2.6.**

The Village will not grant any affected person a greater opportunity to be heard than another affected party during a public hearing process.

**Objective 1.3.**

*Provide planning processes that are reliable and predictable to support sound land development regulations that promote long-term investments in the community.*

**Policy 1.3.1.**

Respect the right of people, including elected and appointed officials, citizens, and property owners, to fairly evaluate proposed decisions relating to real property.

**Policy 1.3.2.**

Ensure that public meetings and public hearings afford the right to participation by the public as a general matter and afford administrative due process about matters that are decided during quasi-judicial hearing processes and procedures.

***

*Village Council*
**Joe I. Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Brett G. Moss**
**Edward London**
**Allison McCormick**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Mayor Rasco and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department

RE: Zoning and Land Development Code Revision to Section 30-4 Related to Cost recovery of application review costs

## RECOMMENDATION

I recommend the Village Council approve the modification of section 30-4 "Zoning and planning application fees," to allow for the Village to recover costs incurred during zoning and planning application reviews.

## BACKGROUND

While reviewing complex zoning and planning applications, staff occasionally need outside expertise to review elements. For instance, Village staff may seek advice from environmental engineers, coastal systems engineers, or traffic engineers to carefully review site plan applications per the requirements of Sec. 30-73. "Site Plan review procedures."

Experts working on behalf of the Village will bill for providing advice or reports at market or negotiated rates depending on the procurement method. Staff recommends that the Village recoup costs associated with specific applications and pass on costs to the applicants.

## REVIEW CRITERIA

The Village's procedures for a text change provides for the amendment of the Zoning and Land Development Regulations provided that such amendments are consistent with the following criteria per Sec. 30-71(b) of the Village Ordinances:

**Criteria 1** The proposed amendment is consistent with the Comprehensive Plan.

**Analysis** The Comprehensive Plan includes categories for future land use, traffic circulation, housing, infrastructure, conservation and coastal management, recreation and open space, intergovernmental coordination, capital

improvements, and public-school facilities. Each category has goals, policies, and objectives with specific criteria. Site plans should be reviewed for all relevant objectives. Village staff may not have the expertise to review and comment on all aspects of applications and require outside expertise to fulfill the obligation of conducting a thorough review.

The proposed text amendment is consistent with Goal 1 of the Capital Improvements Element, which is to undertake capital improvements necessary to provide adequate infrastructure and a high quality of life, within sound fiscal practices. Implementing cost recovery regulations allow for better budgeting in the long run.

**Finding** Consistent

**Criteria 2** The proposed change will result in Buildings that are consistent in scale and otherwise compatible with those within 300 feet of the site.

**Analysis** The proposed changes will not affect the consistency in scale between buildings.

**Finding** Not applicable

**Criteria 3** The resulting boundaries of a zoning district are logically drawn.

**Analysis** The proposed changes do not alter the zoning districts.

**Finding** Not applicable

**Criteria 4** The proposed change will enhance property values in the Village.

**Analysis** These changes will prevent the taxpayers from having to pay for additional services.

**Finding** Consistent

**Criteria 5** The proposed change will enhance the quality of life in the Village.

| | |
|---|---|
| **Analysis** | Quality of life is preserved by thorough review of applications by outside experts. The quality of life in the Village could only improve if there are sound fiscal practices in place. As such, implementing cost recovery regulations would allow for that to occur. |
| **Finding** | Consistent |
| **Criteria 6** | There are substantial and compelling reasons why the proposed change is in the best interests of the Village. |
| **Analysis** | To restate Goal 1 of the Capital Improvements Element of the Comprehensive Plan, the Village should recoup costs associated with specific applications and pass on costs to the applicants in order to ensure those costs do not fall on the taxpayers. |
| **Finding** | Consistent |

CONCLUSION

Based on Findings and relevant background information, staff recommends that Council approve the zoning text amendment.

**ORDINANCE NO. 2023-_____**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-4 "ZONING AND PLANNING APPLICATION FEES," RELATING TO COST RECOVERY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village Council of the Village of Key Biscayne (the "Village") finds it periodically necessary to amend its Code of Ordinances in order to update regulations and procedures to implement planning goals and objectives; and

**WHEREAS,** pursuant to Part II of Chapter 163, Florida Statutes, the Village Council desires to establish a cost recovery program to ensure that costs of reviewing and process zoning and planning applications are borne by applicants; and

**WHEREAS,** specifically, the Village Council desires to amend Section 30-4 of the Village Code to provide that the actual market rate cost of review and processing of zoning and planning applications shall be passed to the applicant to the extent the application review requires the Village to utilize outside contractors, agents, or consultants; and

**WHEREAS,** the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

**WHEREAS,** the Village Council finds that this Ordinance is in the best interest of the Village's residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**[1]

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

**Section 2. Amending Section 30-4, "Zoning and planning application fees," of the Village Code.** That Section 30-4, "Zoning and planning application fees," of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

CHAPTER 30 – ZONING AND LAND DEVELOPMENT REGULATIONS

ARTICLE I. TITLE, INTENT, PURPOSE, METHOD AND FEES

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

***

Section 30-4. Zoning and planning application fees.

(a) *Application Fees Generally.* The Village Council is hereby authorized to impose fees for the filing and processing of zoning and planning applications, including applications for Variances, rezonings, comprehensive plan amendments, appeals of administrative interpretations and other zoning or planning related services provided by the Village Building, Zoning and Planning Department. Such fees shall be set and may be amended from time to time by resolution of the Village Council.

(b) *Cost Recovery.* To the extent that the review of any zoning and planning application under this Chapter requires the Village to utilize outside contractors, agents, or consultants, the actual market rate cost of such review shall be passed to the applicant. The Village Manager or Village Manager's designee may require that an applicant, at the time a submittal is made, provide an initial preliminary deposit which shall be credited toward the fee charged for application review and processing, and pay additional deposits as may be required from time to time. Cost recovery fees shall be established by resolution of the Village Council, as may be amended from time to time.

***

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

**Section 4. Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the _____ day of _____, 2023.

**PASSED AND ADOPTED** on second reading on the _____ day of _____, 2023.

_____
JOE I. RASCO
MAYOR

ATTEST:

_____

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

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

*Village Council*
**Joe I. Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Brett G. Moss**
**Edward London**
**Allison McCormick**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

# MEMORANDUM

DATE: October 10, 2023

TO: Mayor Rasco and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department

RE: Zoning and Land Development Code Revision to Section 30-73 Related to Site Plan Review Procedures

## RECOMMENDATION

I recommend the Village Council approve the modification of section 30-73 "Site Plan review procedures," to increase the period between first review by Village Council and final action by Village Council.

## BACKGROUND

The current site plan review procedures required by section 30-73(b)(d) requires that, "The Village Council vote on proposed Site Plans following a public hearing where interested persons can provide the Council with testimony and evidence." A recommendation from the Local Planning Agency is also required. The Local Planning Agency (LPA) is the Village Council per section 20-1 of the code of ordinances. The LPA and the Village Council meetings require separate public notice and separate public comments but may take place on the same day.

The proposed text amendment will require an additional opportunity for council to review, comment upon, and make recommendations on site plan applications. Having a separate meeting prior to the date of the official Council meeting at which the site plan is reviewed will give applicants the opportunity to incorporate recommendations so that the final application which appears before Council is a more complete package.

## REVIEW CRITERIA

The Village's procedures for a text change provides for the amendment of the Zoning and Land Development Regulations provided that such amendments are consistent with the following criteria per Sec. 30-71(b) of the Village Ordinances:

| | |
|---|---|
| **Criteria 1** | The proposed amendment is consistent with the Comprehensive Plan. |
| **Analysis** | The Comprehensive Plan includes categories for future land use, traffic circulation, housing, infrastructure, conservation and coastal management, recreation and open space, intergovernmental coordination, capital improvements, and public-school facilities. Each category has goals, policies, and objectives with specific criteria. Site plans should be reviewed for all relevant objectives. While staff should review site plans for all relevant goals, policies, and objectives, the Village Council must also analyze applications which require time which the current process does not guarantee.<br><br>The proposed text amendment further enhances the opportunity for improved decision-making primarily consistent with Policy 1.2.1 of the Future Land Use Element, which is to achieve new development, renovated development and/or redevelopment that meets high signage, landscaping, circulation/parking and other development standards in keeping with the goals, objectives, and policies of the Plan. |
| **Finding** | Consistent |
| **Criteria 2** | The proposed change will result in Buildings that are consistent in scale and otherwise compatible with those within 300 feet of the site. |
| **Analysis** | The proposed changes will not affect the consistency in scale between buildings. These changes are meant to provide the effective review of Site Plan applications. |
| **Finding** | Consistent |
| **Criteria 3** | The resulting boundaries of a zoning district are logically drawn. |
| **Analysis** | The proposed changes do not alter the zoning districts. |
| **Finding** | Not applicable |
| **Criteria 4** | The proposed changes will enhance property values in the Village. |
| **Analysis** | The proposed changes provide the opportunity for council members to ensure that new construction will be compatible with Village standards, which can potentially enhance property values. |

| | |
|---|---|
| **Finding** | Consistent |
| **Criteria 5** | The proposed change will enhance the quality of life in the Village. |
| **Analysis** | The proposed changes will allow for the possibility of higher-quality development, which is meant to enhance the quality-of-life Village-wide. |
| **Finding** | Consistent |
| **Criteria 6** | There are substantial and compelling reasons why the proposed change is in the best interests of the Village. |
| **Analysis** | It is in the best interests of the Village to approve the proposed ordinance because officials may debate the merits of a Site Plan as a body and convey comments and recommendations to an applicant. A separate opportunity to discuss site plans with applicants and Council prior to formal action will allow applicants to prepare responses to comments and modify Site Plans if needed. |
| **Finding** | Consistent |

CONCLUSION

Based on Findings and relevant background information, staff recommends that Council approve the zoning text amendment.

**ORDINANCE NO. 2023-_____**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-73 "SITE PLAN REVIEW PROCEDURES," RELATING TO VOTING PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council of the Village of Key Biscayne (the "Village") finds it periodically necessary to amend its Code of Ordinances in order to update regulations and procedures to implement planning goals and objectives; and

**WHEREAS,** specifically, the Village Council desires to amend the Village Code in order to create a site plan review workshop process that allows the Village Council to comment on an applicant's proposed site plan at an open forum held prior to the Village Council's vote on the proposed site plan; and

**WHEREAS,** the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

**WHEREAS,** the Village Council finds that this Ordinance is in the best interest of the Village's residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**[1]

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

**Section 2.** **Amending Section 30-73, "Site Plan Review Procedures," of the Village Code.** That Section 30-73, "Site Plan review procedures," of the Code of Key Biscayne, Florida is hereby amended to read as follows:

CHAPTER 30 – ZONING AND LAND DEVELOPMENT REGULATIONS

***

ARTICLE IV. – ADMINISTRATION OF THE ZONING ORDINANCE

***

Sec. 30-73. - Site Plan review procedures.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

* * *

(d) *Vote.* The Village Council vote on proposed Site Plans shall follow a public hearing where interested Persons can provide the Council with testimony and evidence. The Village Council shall hold a Site Plan review workshop in accordance with subsection (n) at least 14 days prior to the Village Council vote on a proposed Site Plan.

* * *

(n) *Site Plan Review Workshop.* It is the intent of the Site Plan review workshop process to provide an open forum for the Village Council to comment on proposed site plans that require a public hearing within the Village. The workshop shall not be considered part of the quasi-judicial hearing. Each application shall be evaluated based upon the record presented at the Village Council hearing(s) on the application. Developments shall be presented by the applicants sequentially, one at a time, for the Village Council's review and comment. In addition, the applicant shall be available to answer any questions that members of the Village Council may have about the proposed development. The applicant shall bring all of the application requirements provided under subsection (f) and any other visual materials that the applicant finds as expressive of the project to the workshop. No quorum requirement of the Village Council shall apply to the workshop.

* * *

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

**Section 4. Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the _____ day of _____, 2023.

**PASSED AND ADOPTED** on second reading on the _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

*Village Council*
**Joe Rasco,** *Mayor*
**Frank Caplan,** Vice Mayor
**Allison McCormick**
**Edward London**
**Brett Moss**
**Fernando Vazquez**
**Oscar Sardinas**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Purchase of thirty-eight (38) Protective Ballistic Vests and equipment from Federal Eastern International, Inc.

RECOMMENDATION

I recommend the Village Council approve the attached resolution authorizing the Village Manager to piggyback NASPO contract #46151500-NASPO-21-ACS to purchase thirty-eight (38) ballistic vests for Police with stand-alone armor rifle plate (front and back) from Federal Eastern International, Inc. Federal Eastern International, Inc. has been approved by the Village of Key Biscayne as a vendor and falls under procurement guidelines for standard commodities. The total purchase from Federal Eastern International, Inc. will not exceed $73,268.64.

BACKGROUND:

The Village of Key Biscayne Police Department current ballistic vests have either expired or are expiring this year, as they have a five (5) year limited warranty. The purpose of the ballistic vests is to reduce injuries and save the lives of police officers. The replacement protective vests and plates are considerably lighter and provide more flexibility for the officer.

The acquisition of ballistic vests was planned for FY24. The safety system would enhance officer safety, thus providing more robust safeguard to the officer and reduce the liability to the Village in the event of an active shooter scenario related death or injury to the Village.

FUNDING:

Funding will originate from the Asset Forfeiture Fund. The fund currently has a balance of approximately $140,000.

**RESOLUTION NO. 2023-_____**

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF PROTECTIVE BALLISTIC VESTS FROM FEDERAL EASTERN INTERNATIONAL, LLC IN AN AMOUNT NOT TO EXCEED $73,268.64; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Key Biscayne ("Village") is in need of thirty-eight (38) ballistic vests with stand-alone armor rifle plating (the "Equipment") for the Village's police officers; and

**WHEREAS,** the type of purchase contemplated by the Village has been competitively bid by the Florida Department of Management Services, which has entered into Contract No. 46151500-NASPO-21-ACS (the "DMS Contract") with Federal Eastern International, LLC, as an approved associate dealer of Point Blank Enterprises, Inc. (the "Vendor"); and

**WHEREAS,** in accordance with Section 2-86 of the Village's Code of Ordinances, the Village Council seeks to authorize the Village Manager to purchase the Equipment from the Vendor in an amount not to exceed $73,268.64, consistent with the DMS Contract and the Vendor's quote attached hereto as Exhibit "A" (the "Quote"); 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.** **Approval of Purchase.** The Village Council hereby approves the purchase of the Equipment from the Vendor.

**Section 3.** **Authorization for Purchase of Equipment.** The Village Council hereby

authorizes the Village Manager to purchase the Equipment consistent with the terms and conditions of the DMS Contract and the Quote attached hereto as Exhibit "A" in an amount not to exceed $73,268.64.

**Section 4. Implementation.** The Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately uponadoption.

PASSED and ADOPTED this __ day of _____, 2023.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | **All pricing, terms, and conditions in accordance with State of Florida Contract #46151500-NASPO-21-ACS. Additional contract discounts were given.** | | | |
| 1. | EA | **FLTPCZ6B1B5Z9**<br>PCZ6B1B5Z9, FRK 360, BII-1<br>MOD 5 LASER, PLATE BACKERS &<br>SIDE ARMOR, (2) PLT019ECSN<br>**NAME : TIFFANY KNEPPER**<br>**GENDER : FEMALE**<br>**COLOR : BKA - BLACK**<br>**FRONT : SM ESAPI**<br>**BACK : SM CMB**<br>**PLACARD: POLICE IN WHITE** | | 1,723.00 | **1,723.00** |
| 1 | EA | **FLTPCZ6B1B5Z9**<br>PCZ6B1B5Z9, FRK 360, BII-1<br>MOD 5 LASER, PLATE BACKERS &<br>SIDE ARMOR, (2) PLT019ECSN<br>**NAME : MORAYMA MADAN**<br>**GENDER : FEMALE**<br>**COLOR : BKA - BLACK**<br>**FRONT : SM ESAPI**<br>**BACK : MD CMB**<br>**PLACARD: POLICE IN WHITE** | | 1,723.00 | **1,723.00** |
| 1. | EA | **FLTPCZ6B1B5Z9**<br>PCZ6B1B5Z9, FRK 360, BII-1<br>MOD 5 LASER, PLATE BACKERS &<br>SIDE ARMOR, (2) PLT019ECSN<br>**NAME : PAMELA OGDEN**<br>**GENDER : FEMALE**<br>**COLOR : BKA - BLACK** | | 1,723.00 | **1,723.00** |
| | | ****** CONTINUED ON PAGE 2** | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE
# 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 2 ******** | | | |
| | | FRONT : SM ESAPI | | | |
| | | BACK : SM CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | FLTPCKWB1B1Z9 | | 1,898.00 | 1,898.00 |
| | | PCKWBIB1Z9, FRK 720 BII 1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : MARCOS DIAZ | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 11X14 | | | |
| | | BACK : 2XL CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | FLTPCKWB1B1Z9 | | 1,898.00 | 1,898.00 |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : BARBARO HERNANDEZ | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | FLTPCKWB1B1Z9 | | 1,898.00 | 1,898.00 |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : DANIEL VALDES | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | **** CONTINUED ON PAGE 3 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 3 ******** | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : SERGIO DIAZ | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 11X14 | | | |
| | | BACK : 2XL CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : GUS PADRO | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 11X14 | | | |
| | | BACK : 2XL CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : ALEC SCAVO | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | **** CONTINUED ON PAGE 4 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE
# 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD080723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 4 ******** | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : ROBERT LACOURT | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 11X14 | | | |
| | | BACK : XL CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCZ6B1B5Z9-1** | | 1,898.00 | **1,898.00** |
| | | PCZ6B1B5Z9, FRK 360, BII-1 | | | |
| | | MOD 5 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : OSCAR GONZALEZ | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : ALEX SOMMOZA | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | **** CONTINUED ON PAGE 5 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE
# 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 5 ******** | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : F. SOLANO | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : XL CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : ARIEL HERNANDEZ | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : ISRAEL RAYES | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | **** CONTINUED ON PAGE 6 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE
# 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 6 ******** | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : XL CMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCZ6B1B5Z9** | | 1,723.00 | **1,723.00** |
| | | PCZ6B1B5Z9, FRK 360, BII-1 | | | |
| | | MOD 5 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT019ECSN | | | |
| | | NAME : ELIZEBETH SANCHEZ | | | |
| | | GENDER : FEMALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : SM ESAPI | | | |
| | | BACK : SM CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : CARLOS SUAREZ | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : XL CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : NIRIO NIEVES | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | **** CONTINUED ON PAGE 7 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 7 ******** | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : XL CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCZ6B1B5Z9** | | 1,723.00 | **1,723.00** |
| | | PCZ6B1B5Z9, FRK 360, BII-1 | | | |
| | | MOD 5 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT019ECSN | | | |
| | | NAME : ANAIS PAEZ | | | |
| | | GENDER : FEMALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : SM ESAPI | | | |
| | | BACK : SM CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWB1B1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : PIERRE LARA | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | **1,898.00** |
| | | PCKWB1B1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : GORDON SPITLER | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | **** CONTINUED ON PAGE 8 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE
# 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 8 ******** | | | |
| | | FRONT : 11X14 | | | |
| | | BACK : 2XL CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | FLTPCKWB1B1Z9 | | 1,898.00 | 1,898.00 |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : JOSE RODRIGUEZ | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | FLTPCKWB1B1Z9 | | 1,898.00 | 1,898.00 |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : CHIEF FRANK SOUSA | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 11X14 | | | |
| | | BACK : XL CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | FLTPCKWB1B1Z9 | | 1,898.00 | 1,898.00 |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : FRANSICO LORENZO | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | **** CONTINUED ON PAGE 9 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 9 ******** | | | |
| | | FRONT : 10X12<br>BACK : LG CUMB<br>PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCZ6B1B5Z9-1**<br>PCZ6B1B5Z9, FRK 360, BII-1<br>MOD 5 LASER, PLATE BACKERS &<br>SIDE ARMOR, (2) PLT020ECSN<br>NAME : ORLANDO BALDO<br>GENDER : MALE<br>COLOR : BKA - BLACK<br>FRONT : 10X12<br>BACK : MD CUMB<br>PLACARD: POLICE IN WHITE | | 1,898.00 | **1,898.00** |
| 1 | EA | **FLTPCZ6B1B5Z9-1**<br>PCZ6B1B5Z9, FRK 360, BII-1<br>MOD 5 LASER, PLATE BACKERS &<br>SIDE ARMOR, (2) PLT020ECSN<br>NAME : AMADO HERRERA<br>GENDER : MALE<br>COLOR : BKA - BLACK<br>FRONT : 10X12<br>BACK : MD CUMB<br>PLACARD: POLICE IN WHITE | | 1,898.00 | **1,898.00** |
| 1 | EA | **FLTPCZ6B1B5Z9**<br>PCZ6B1B5Z9, FRK 360, BII-1<br>MOD 5 LASER, PLATE BACKERS &<br>SIDE ARMOR, (2) PLT019ECSN<br>NAME : NATASHA CARVAJAL<br>GENDER : FEMALE<br>COLOR : BKA - BLACK | | 1,723.00 | **1,723.00** |
| | | **** CONTINUED ON PAGE 10 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 10 ******** | | | |
| | | FRONT : SM ESAPI | | | |
| | | BACK : SM CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | 1,898.00 |
| | | PCKWB1B1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : MATT ROWLEY | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG1 CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | 1,898.00 |
| | | PCKWB1B1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : M. SANTIAGO | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : CUMB LG1 | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | 1,898.00 |
| | | PCKWB1B1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : JASON YOUNES | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | **** CONTINUED ON PAGE 11 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 11 ******** | | | |
| | | FRONT : 11X14 | | | |
| | | BACK : LG1 CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCZ6B1B5Z9** | | 1,723.00 | 1,723.00 |
| | | PCZ6B1B5Z9, FRK 360, BII-1 | | | |
| | | MOD 5 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT019ECSN | | | |
| | | NAME : KRISTINA ANDREU | | | |
| | | GENDER : FEMALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : SM ESAPI | | | |
| | | BACK : SM CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | 1,898.00 |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : YONIEL ALFONSO | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | 1,898.00 |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : KEMMERER | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | **** CONTINUED ON PAGE 12 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE
# 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 12 ******** | | | |
| | | FRONT : 11X14 | | | |
| | | BACK : XL CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | FLTPCKWB1B1Z9 | | 1,090.00 | 1,090.00 |
| | | PCKWB1B1Z9, FRK 720 BII 1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : JORGE ALVAREZ | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | FLTPCKWB1B1Z9 | | 1,898.00 | 1,898.00 |
| | | PCKWB1B1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : ALBERTO ARALUCE | | | |
| | | GENDER : MALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | FLTPCZ6B1B5Z9 | | 1,723.00 | 1,723.00 |
| | | PCZ6B1B5Z9, FRK 360, BII-1 | | | |
| | | MOD 5 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT019ECSN | | | |
| | | NAME : DAYANA PEREZ | | | |
| | | GENDER : FEMALE | | | |
| | | COLOR : BKA - BLACK | | | |
| | | **** CONTINUED ON PAGE 13 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** | | | |
| | | ******** PAGE 13 ******** | | | |
| | | FRONT : SM ESAPI | | | |
| | | BACK : SM CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | 1,898.00 |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : STOCK | | | |
| | | COLOR : BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : LG CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 1 | EA | **FLTPCKWB1B1Z9** | | 1,898.00 | 1,898.00 |
| | | PCKWBIB1Z9, FRK 720 BII-1 | | | |
| | | MOD 1 LASER, PLATE BACKERS & | | | |
| | | SIDE ARMOR, (2) PLT020ECSN | | | |
| | | NAME : STOCK | | | |
| | | COLOR : BLACK | | | |
| | | FRONT : 10X12 | | | |
| | | BACK : MD CUMB | | | |
| | | PLACARD: POLICE IN WHITE | | | |
| 4 | EA | **NASPLT020ECSN** | | 636.16 | 2,544.64 |
| | | 10X12 OMEGA PLATE | | | |
| | | NMB | | | |
| | | **SUBTOTAL** | | | 73,268.64 |
| | | **QUOTE TOTAL** | | | 73,268.64 |
| | | **** CONTINUED ON PAGE 14 | | | |

FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

# QUOTE 558134

**BILL TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

**SHIP TO:** KEY BISCAYNE POLICE DEPARTMENT
88 WEST MCINTYRE ST
KEY BISCAYNE FL 33149

| SALES REP | SALES EMAIL | SALES PHONE |
|---|---|---|
| AUSTIN DOWNING | ADOWNING@FEDEASTINTL.COM | 954-459-5534 |

| DATE | QUOTE | ACCT | CUSTOMER PO | TERMS | REP ID | OPERATOR | SHIP VIA |
|---|---|---|---|---|---|---|---|
| 09/06/23 | 558134 | 1500 | AD090723-1 | NET 30 | 114 | AD | UPS GROUND |

| UNITS | U/M | DESCRIPTION | DISC | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | ******** QUOTATION ********** ******** PAGE 14 ******** | | | |

**TERMS:**
PRICES ARE EFFECTIVE FOR 30 DAYS FROM THE DATE OF THIS QUOTE UNLESS OTHERWISE NOTED.

ITEMS LISTED ON THIS DOCUMENT MAY REQUIRE A UNITED STATES GOVERNMENT LICENSE FOR EXPORT. EXPORTING CONTROLLED ITEMS WITHOUT A LICENSE IS PROHIBITED BY LAW.

# VILLAGE OF KEY BISCAYNE

*Village Council*
**Joe Rasco,** *Mayor*
**Frank Caplan,** Vice Mayor
**Allison McCormick**
**Edward London**
**Brett Moss**
**Fernando Vazquez**
**Oscar Sardinas**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Purchase for replacement of four (4) Police Department Vehicles

RECOMMENDATION

I recommend the Village Council approve the attached resolution authorizing the purchase for replacement of four (4) vehicles for the Police Department in the amount of $235,000. Funding in the amount of $250,0000 was appropriated in the FY2024 Capital Improvement Plan (CIP) Budget for Vehicles.

- Four (4) 2023 Ford F-150 Police Responder Crew Cab 4WD XL **High Water Vehicles** with listed equipment in Quote #48480-2

There is an urgent need for the replacement approval of the aforementioned four (4) vehicles. The department currently has a total of 14 vehicles that are in desperate need of being replaced. The aging fleet has been incurring extensive repair and maintenance costs. The four (4) vehicles being replaced this year are nine to ten years old and are averaging over 150,000 miles. The mileage and years in service of these vehicles far exceeds the lifecycle replacement recommendation model as described in the Village of Key Biscayne Fleet Replacement Policy (adopted by Council in January of 2019).

It has become an extreme challenge trying to acquire police equipped vehicles because of the current supply shortages and an increase in demand. The agency has two (2) Hybrid vehicles and two (2) Ford F-150 Police Responders from last fiscal year's purchase (replacement) that are still pending to be delivered due to the national parts and production shortages. By replacing an additional four (4) vehicles with this purchase, the total number of vehicles needing to be replaced will drop to six (6).

BACKGROUND:

The quote for the requested vehicles is attached as Exhibit A. The vehicles are being purchased through Sourcewell's National Fleet Auto Group contract. These vehicles will be used by police department officers. The fleet is essential for the efficient delivery of services to residents and visitors.

The Village Fleet Replacement Policy was adopted via Resolution 2019-6 on January 15th, 2019 (Exhibit B). The policy established standards and procedures for the replacement of the Village's vehicles and motorized equipment at lifecycles intended to minimize maintenance costs and maximize the performance of the fleet. Consequently, a primary focus of the policy is to ensure vehicles are reliable, available when needed and appropriate for the tasks required to support the Village's operations. Where practical, every effort is made to repurpose vehicles from other Village of Key Biscayne Departments.

FUNDING:

Funding will originate from Village of Key Biscayne budget line item 301.21.521.64009.000000 "Capital Improvement Plan (CIP) – Public Safety Vehicles" in the FY2024 Budget.

| Budget Line | Item | FY22-23 Budgeted | FY23-24 Requested |
|---|---|---|---|
| 301.21.521.64009.000000 | Capital Improvement Plan (CIP) – Public Safety Vehicles | $300,000.00 | $250,000.00 |

*Reviewed by Mr. Chad Friedman and Mr. Roger Pou from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.*

**RESOLUTION NO. 2023-_____**

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF FOUR POLICE VEHICLES FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES IN AN AMOUNT NOT TO EXCEED $235,000; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE IDENTIFICATION AND SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Key Biscayne ("Village") is in need of four new vehicles to facilitate the provision of the Police Department's day-to-day operations; and

**WHEREAS,** specifically, the Village desires to purchase four 2024 Ford F-150 Police Responder Crew Cab 4WD XL Vehicles (collectively, the "Vehicles"); and

**WHEREAS,** the type of purchase contemplated by the Village has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government, which has entered into Sourcewell Contract No. 2024 091521-NAF ("Sourcewell Contract") with Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales, as an approved associate dealer of National Auto Fleet Group (the "Vendor"); and

**WHEREAS,** in accordance with Section 2-86 of the Village's Code of Ordinances, the Village Council seeks to authorize the Village Manager to purchase the Vehicles from the Vendor consistent with the Sourcewell Contract and the Vendor's quote, attached hereto as composite Exhibit "A" (the "Quote"), as the pricing offered pursuant to the Sourcewell Contract is in the Village's best interest; and

**WHEREAS,** the Village Council desires to authorize the Village Manager to identify four vehicles (the "Surplus Vehicles") that have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes in light of the purchases authorized by this Resolution, and to sell or otherwise

dispose of the Surplus Vehicles; and

**WHEREAS,** the Village Council finds that this Capital Project Authorizing 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. Approval of Purchases.** The Village Council hereby approves the purchase of the Vehicles from the Vendor.

**Section 3. Authorization for Purchase of Vehicles.** The Village Council hereby authorizes the Village Manager to purchase the Vehicles consistent with the terms and conditions of the Sourcewell Contract and the Quote attached hereto as composite Exhibit "A," in an amount not to exceed $235,000.

**Section 4. Authorizing the Identification and Sale or Disposition of Surplus Property.** The Village Manager is authorized to identify four Surplus Vehicles that have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes. The Village Manager is further authorized to sell or dispose of the Surplus Vehicles by public auction or other procedure determined by the Village Manager to be in the best interests of the Village. Any surplus property items acquired by the Village pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

**Section 5. Implementation.** The Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchase described in this

Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

PASSED and ADOPTED this _____ day of _____, 2023.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A

# ALAN JAY FLEET SALES

Sourcewell formerly NJPA
Awarded Contract

*Call Us first, for all of your Fleet Automotive, & Light Truck needs.*


| | | | | |
|---|---|---|---|---|
| *PHONE (800) ALANJAY (252-6529)* | | DIRECT 863-385-9610 | WWW.ALANJAY.COM | Quote 48480-2 |
| Corporate Office | 2003 U.S. 27 South<br>Sebring, FL 33870 | MOBILE 904-838-4999<br>FAX 863-402-4221 | Mailing Address | P.O. BOX 9200<br>Sebring, FL 33871-9200 |


ORIGINAL QUOTE DATE
9/21/2023

## QUICK QUOTE SHEET

REVISED QUOTE DATE
9/21/2023

REQUESTING AGENCY **KEY BISCAYNE POLICE DEPARTMENT**
CONTACT PERSON **DANIEL VALDES** EMAIL DVALDES@KBPD.NET
PHONE **305-849-9511** MOBILE FAX

**SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06** www.NationalAutoFleetGroup.com

MODEL **W1P** MSRP **$53,190.00**

**2024 FORD F-150 POLICE RESPONDER CREW CAB 4WD XL**

CUSTOMER ID

NJPA PRICE **$49,621.00**

BED LENGTH **5.5' BED**

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

| FACTORY OPTIONS | DESCRIPTION | |
|---|---|---|
| YZ PB | EXTERIOR OXFORD WHITE WITH INTERIOR BLACK, CLOTH 40/BLANK/40 FRONT SEATS | $0.00 |
| 998 44G | Engine: 3.5L V6 EcoBoost with Electronic 10-Speed Automatic Transmission | $0.00 |
| 153 | FRONT LICENSE PLATE BRACKET | $0.00 |
| CRUISE | CRUISE CONTROL INCLUDED | $0.00 |
| BUC | FACTORY BACK UP CAMERA(STD). | $0.00 |
| CPO | SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS | $0.00 |
| | **FACTORY OPTIONS** | **$0.00** |

| CONTRACT OPTIONS | DESCRIPTION | |
|---|---|---|
| NO-TEMP | TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK. | $0.00 |
| HD SOB SH | HD Scorpion spray on bed liner (short bed) under rail. | $735.00 |
| R-N-L SHORT | Roll N Lock cover, short box (Toyota / Nissan / Ford only). | $1,805.00 |
| DTF 4 TRK | Deep tint film installed on four doors and back glass for extended/crew cab pickups. | $290.00 |
| WSTP | Windshield strip | $50.00 |
| WPUMP-1-TRK-HHS | Whelen unmarked patrol package for trucks consists of front and rear full width interior LED system with LED takedown lights, HHS3200 hand held combination light and siren controller, speaker, and vehicle specific bracket. | $3,040.00 |
| W ION-2 RB | (2) Whelen Wide Angel ION series light head universal mount with bracket. MOUNTED IN GRILLE (RED/BLUE) | $435.00 |
| TP COMP-UNIV-SL | TROY PRODUCTS computer mount with easy one-handed operation and slide arm, bolts to troy console. (DOCKING STATION NOT INCLUDED). | $575.00 |
| TP CM-LT-1600 | TROY PRODUCTS Deluxe laptop tray for computer up to 15"W x 11.5H (3 lbs lighter than CM-LT-1500) for use w/computer mount assemblies ending in -LED. | $310.00 |
| TP F150-WBCON20 | TROY PRODUCTS 20" F150 wide-body console with 7" slope / 13" level and open storage on side of console. Includes faceplates, 4" dual cup internal beverage holder, 4" shallow console tray, (2) DC outlets & (1) dual-port USB module, height adjustable swivel arm rest with 5"x8" foam pad that bolts to the rear of console. (No floorplate needed.) | $1,220.00 |
| STEP3-CREW | 3" black tubular cab step for crew cab pickup. | $395.00 |
| | **CONTRACT OPTIONS** | **$8,855.00** |

TRADE IN

**TOTAL COST** **$58,476.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

**TOTAL COST LESS TRADE IN(S)** **QTY 4** **$233,904.00**

**Estimated Annual payments for 60 months paid in advance: $13,096.22** **Extended: $52,384.88**
**Municipal finance for any essential use vehicle, requires lender approval, WAC.**

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@alanjay.com

*"I Want to be Your Fleet Provider"*

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.*

**ALAN JAY FLEET**
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box ( Complete )




**Note:Photo may not represent exact vehicle or selected equipment.**

## Window Sticker

### SUMMARY

[Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box — MSRP:W/A

Interior:Black, Cloth 40/Blank/40 Front-Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

### OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| W1P | [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box | W/A | |
| | **OPTIONS** | | |
| 150A | Equipment Group 150A Base | | $0.00 |
| 153 | Front License Plate Bracket | | $0.00 |
| 44G | Transmission: Electronic 10-Speed Automatic | | $0.00 |
| 76W | Sideview Mirrors Heated Glass Removal (76W) | W/A | |
| 998 | Engine: 3.5L V6 EcoBoost | | $0.00 |

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20504. Data Updated: Sep 20, 2023 6:40:00 PM PDT.

**ALAN JAY FLEET**
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

## Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box ( Complete )

| | | |
|---|---|---|
| PB | Black, Cloth 40/Blank/40 Front-Seats | $0.00 |
| YZ | Oxford White | $0.00 |
| | **SUBTOTAL** | **W/A** |
| | Adjustments Total | W/A |
| | Destination Charge | W/A |
| | **TOTAL PRICE** | **W/A** |

### FUEL ECONOMY

Est City:17 (2022) MPG

Est Highway:23 (2022) MPG

Est Highway Cruising Range:598.00 mi

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20504. Data Updated: Sep 20, 2023 6:40:00 PM PDT.

**ALAN JAY FLEET**
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box ( Complete )

## Standard Equipment

### Mechanical

Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)

Electronic Transfer Case

Automatic Full-Time Four-Wheel Drive

Electronic Locking w/3.31 Axle Ratio

80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection

HD 240 Amp Alternator

Class IV Trailer Hitch Receiver -inc: 4-pin/7-pin wiring harness and smart trailer tow connector (includes BLIS w/trailer tow coverage where BLIS available)

Towing Equipment -inc: Trailer Sway Control

3 Skid Plates

Police/Fire

2030# Maximum Payload

GVWR: 7,050 lbs Payload Package

HD Shock Absorbers

Front HD Anti-Roll Bar

Off-Road Suspension

Electric Power-Assist Speed-Sensing Steering

26 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

### Exterior

Regular Box Style

Wheels: 18" 6-Spoke Silver Aluminum

Tires: LT265/70R18 BSW A/T

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20504. Data Updated: Sep 20, 2023 6:40:00 PM PDT.

**ALAN JAY FLEET**
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

## Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box ( Complete )

### Exterior

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper

Black Side Windows Trim

Black Door Handles

Black Power Side Mirrors w/Manual Folding

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

### Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System

Radio: AM/FM Stereo w/6 Speakers

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability

Fixed Antenna

### Interior

Driver Seat

Passenger Seat

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20504. Data Updated: Sep 20, 2023 6:40:00 PM PDT.

## Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box ( Complete )

### Interior

Power Rear Windows

Fleet Telematics Modem Selective Service Internet Access

Front Cupholder

Rear Cupholder

Compass

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Glove Box

Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench

Interior Trim -inc: Cabback Insulator and Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Fleet Telematics Modem Tracker System

Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Redundant Digital Speedometer

Outside Temp Gauge

Analog Appearance

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20504. Data Updated: Sep 20, 2023 6:40:00 PM PDT.

**ALAN JAY FLEET**
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

## Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box ( Complete )

### Interior

Air Filtration

### Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

### Safety-Exterior

Side Impact Beams

### Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Reverse Sensing System Rear Parking Sensors

Pre-Collision Assist with Automatic Emergency Braking (AEB)

Collision Mitigation-Front

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Safety Canopy System Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera

### WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20504. Data Updated: Sep 20, 2023 6:40:00 PM PDT.

# VILLAGE OF KEY BISCAYNE

*Village Council*
**Joe I. Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Edward London**
**Allison McCormick**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**
*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Recommendation for Award, Village of Key Biscayne Copy Machine and Maintenance Services

RECOMMENDATION

I recommend that Village Council authorize the Village Manager to enter into an agreement with Dex Imaging, LLC, a Staples Company, for copier machine rental and maintenance services, in the amount not to exceed $18,766.68 annually for a contract term of 63-months for a total sum of $98,525.07.

The monthly $1,563.89 expenses will originate from the FY24 Adopted Budget and be split among the various departments throughout the Village.

BACKGROUND

***Solicitation Development:***

Due to the expiration of the current contract with vendor Canon Financial Services, the Village solicited vendors to submit their best price for copy machine rental and maintenance services.

In accordance with government procurement best practices, and as part of a larger effort to ensure best value and promote fair and open competition for Village contracts, the decision was made to go out to market for these services and seek 3 quotes.

***Scope of Work:***

To qualify for award, prospective vendors were required to provide:

a) 9 upgraded copier machines
b) Ensure a turnkey contract that includes toner, parts, labor, and service calls
c) Provide transportation or exchange of existing copiers
d) Satisfy any and all leasing obligations remaining on the current contract (if applicable)

***Evaluation and Ranking Process:***

Quotes were received from the following firms:

| No. | Bidder | Monthly Rate | Annual Rate | Contract Value 63 Mts. |
|---|---|---|---|---|
| 1. | Dex Imaging a Staples Company – Cannon distributor | $1,563.89 | $18,766.68 | $98,525.07 |
| 2. | Canon Financial Services | $2,003.00 | $24,036.00 | $126,189.00 |
| 3. | Toshiba | $1,483.78 | $17,805.36 | $93,478.14 |

Upon review, Toshiba was not recommended for the following reasons:

1. For all leasing contracts, Toshiba establishes a quarterly maximum for print; this practice could expose the Village to unexpected cost overruns.
2. The City of Hialeach expressed their dissatisfaction with their current Toshiba agreement due to incompatibilities with their existing computers drivers; this frequently results in print job delays and hardware malfunctions.
3. Canon printers seamlessly integrate and connect with KPBD's vehicle software and hardware.

***Value Analysis:***

Existing Service Agreement:

The Village has an existing contract with Canon Financial Services for nine (9) copy and imaging machines. The Village currently pays $1,740.41 a month.

***Recommendation:***

Based on the review of the bids, it is recommended that the Village Manager negotiate and execute a contract with the top-ranked proposer, Dex Imaging, LLC.

**RESOLUTION NO. 2023-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING DEX IMAGING, LLC, FOR COPIER MACHINE RENTAL AND MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED $98,525.07 FOR A 63-MONTH TERM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Key Biscayne desires (the "Village") copier machine rental and maintenance services (the "Services") to provide effective administration of Village services; and

**WHEREAS,** three quotes for the Services were received by the Village; and

**WHEREAS**, after review and evaluation of the submitted quotes, the Village Manager recommended that Dex Imaging, LLC, (the "Contractor") be selected to perform the Services as the lowest responsive and responsible bidder; and

**WHEREAS**, the Village Council desires to select the Contractor to provide the Services and authorize the Village Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed $98,525.07 over a contract term of 63-months, in accordance with the Contractor's quote (the "Quote") attached hereto as Exhibit "A"; 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. Selection.** That the Village Council hereby selects the Contractor for the Services.

**Section 3.** **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed $98,525.07 over a contract term of 63-months, in accordance with the Contractor's Quote attached hereto as Exhibit "A."

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

# MASTER AGREEMENT

DEX imaging

AGREEMENT NO.:

## CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Village of Key Biscayne** FEDERAL TAX ID #:

ADDRESS: **88 West McIntyre Street** **Key Biscayne FL 33149**

## EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES — SEE ATTACHED SCHEDULE

**1 Canon DX C5840i**
**1 Canon DX C5840i**
**1 Canon DX C5840i**
**1 Canon DX C5840i**
**1 Canon DX C5840i**
**1 Canon DX C5840i**
**1 Canon DX C5840i**
**1 Canon DX C5840i**
**1 Canon DX C5840i**

EQUIPMENT LOCATION: **88 West McIntyre Street Key Biscayne, FL 33149**

TERM IN MONTHS: **63** MONTHLY PAYMENT AMOUNT*: **$1563.89** (*PLUS TAX)

SECURITY DEPOSIT:

## END OF TERM PURCHASE OPTION

**INDICATE PURCHASE OPTION – IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.**

**PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR $1.00 ($1) FMV**

## CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

## CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

| (As Stated Above) | X | | |
|---|---|---|---|
| CUSTOMER | SIGNATURE | PRINT NAME & TITLE | DATE |

## LESSOR ("WE", "US", "OUR")

**Dex Imaging, LLC**

| LESSOR | SIGNATURE | PRINT NAME & TITLE | DATE |
|---|---|---|---|

5109 W Lemon St Tampa, FL 33609-1102

## ADDITIONAL TERMS AND CONDITIONS

**1. AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of $75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to $50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law.

**2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**

**3. EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

**4. SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

**5. SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**6. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**7. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. **You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**

**8. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.

**9. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in a profit to us through an investment in reinsurance or otherwise. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**10. OWNERSHIP/TAXES.** Unless the $1.00 Purchase Option is selected, we own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If the $1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement, and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.

**11. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us, at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a $1.00 Purchase Option selected will not renew.

**12. DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

**13. UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is , or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**14. LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

**15. MISCELLANEOUS.** All indemnities in this Agreement shall survive the termination of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our, or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

# FISCAL FUNDING ADDENDUM

**CUSTOMER**

Full Legal Name Village of Key Biscayne DBA Name (If Any) _____

Billing Address 88 W McIntyre Street Phone Number (305)365-5511

City Key Biscayne County Miami-Dade State FL Zip Code 33149

Agreement Number _____ Agreement Date _____

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"),Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

(a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.

(c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.

(e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.

(f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

**CUSTOMER SIGNATURE**

Signature X _____
(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)

Print Name _____

Title _____ Date _____

Name of Government Entity Village of Key Biscayne

**ACCEPTED BY COMPANY**

Signature X _____

Print Name _____

Title _____ Date _____

Name of Corporation or Partnership _____

17ANC016v2

©2019 All Rights Reserved Printed in the U S A 17ANC016v2 10/19

DEX Staples

DOING BUSINESS BETTER

**Prepared for:**



LET'S CREATE THE BRIGHTEST IMAGE FOR TOMORROW

# DEX imaging

a Staples company

BRAND
DIVERSIFIED

PERFORMANCE
DRIVEN

WINNING
CULTURE

hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples

DOING BUSINESS BETTER

## Company Overview

DEX Imaging is the largest independent provider of document imaging solutions in the United States. With a network of over 4,000 support specialists, DEX sells & services only the best, most reliable brands from the nation's top imaging equipment manufacturers, tested in-house for reliability, and paired with each customer's unique business needs. Digital intelligence, in-house R&D, and local stewardship are the hallmarks of DEX Imaging.



## DEX Imaging was founded in 2002

- **Revenue: $550+ Million**
- **Broadest range of most reliable brands** (HP, Canon, Konica Minolta, Kyocera.)
- **DEX has won virtually every service award in the industry**
- **All DEX Techs & Engineers are factory certified on all makes & models**
- **DEX holds 11 Data Analytics Patents for its Proprietary Patrol Appliance**
- **Nationwide Network of over 4,000 Experienced Support Specialists**

(Technicians, Systems Engineers, Data Analysts, Vertical Industry Experts)



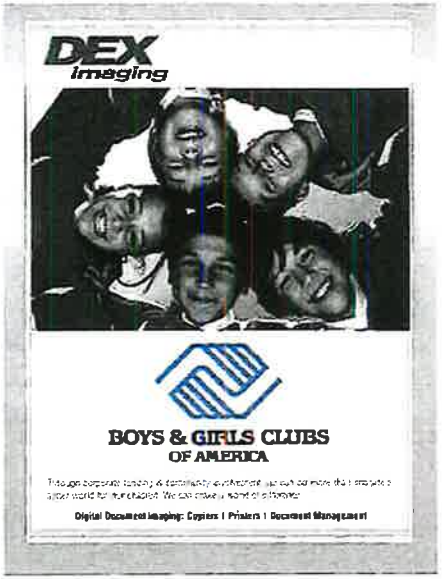
hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples

DOING BUSINESS BETTER

# A Larger Purpose: Our Philanthropic Mission










## 1/3rd of Profits distributed to Communities throughout the United States

hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples

DOING BUSINESS BETTER

## DEX Service Differentiators

1/3 of all Profits Distributed to Non- Commissioned Employees

(3) times per year and that means 100% attention from everyone in the organization!

| Check Box to Enable Category | Lock Category | Category | Adjustment Slider Bar | Default Weight % | [illegible] | Potential $ Payout |
|---|---|---|---|---|---|---|
| ☑ | ☐ | Gross Calls Per/Day | [illegible] | 43% | 43 | $430 00 |
| ☑ | ☐ | Callback % | [illegible] | 12% | 12 | $120 00 |
| ☑ | ☐ | Incomplete % | [illegible] | 20% | 20 | $200 00 |
| ☑ | ☐ | Accountable Time Per/Day | [illegible] | 15% | 15 | $150 00 |
| ☑ | ☐ | Response Time Per/Call | [illegible] | 10% | 10 | $100 00 |

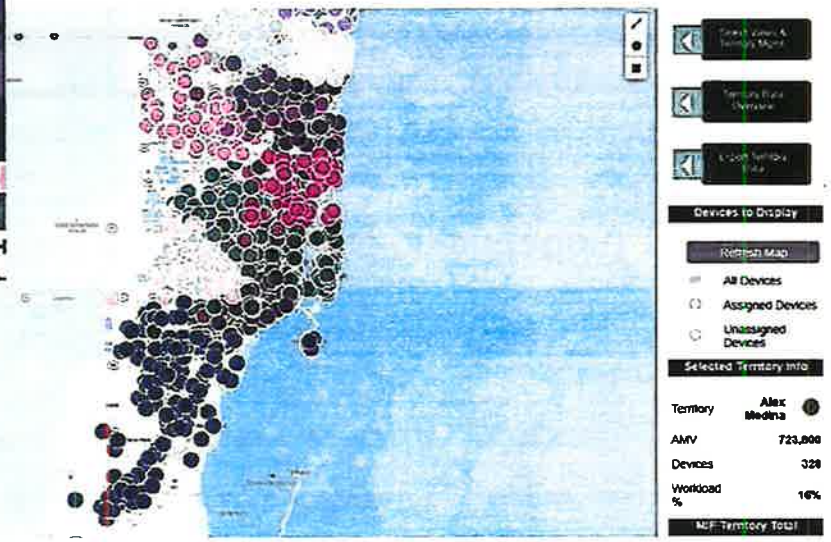
hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples

DOING BUSINESS BETTER

## DEX Service Vehicles and Technicians Location availability speeds up response time






DEX Technician Service Coverage details

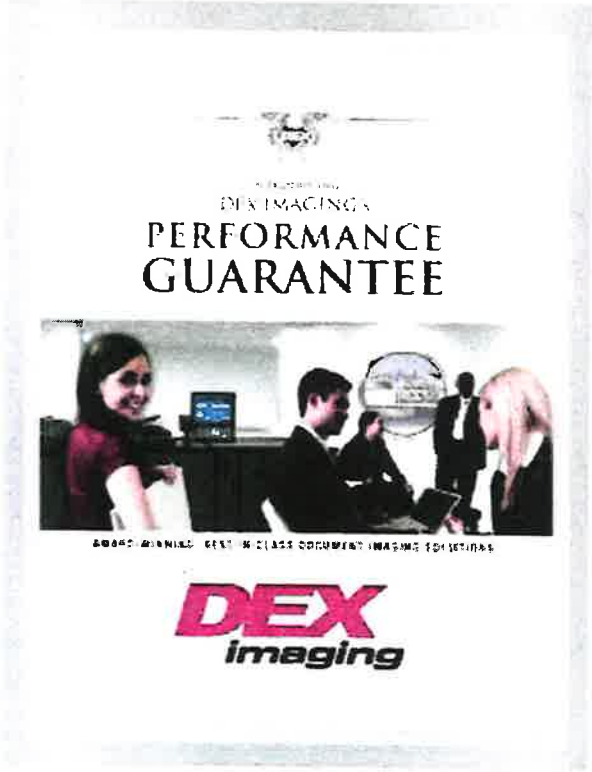
hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples

DOING BUSINESS BETTER

1-813-288-8080 Dispatch@deximaging.com www.DexImaging.com/Service

# PERFORMANCE GUARANTEE




- **Service includes all toners, parts, labor, and service calls except for**
- **paper/staples.**
- 4 Hour Guaranteed Service Response Time
- Technicians Rated on First Call Completion
- Technicians have fully stocked inventory in company cars, to insurance
- First Call Completion
- Lifetime Performance Guarantee, with the DEX Service Agreement
- Free Loaner Program
- Manufacturer Trained / Certified Technicians
- Remote Meter Reading & Fleet Management Tools
- Machine is fully inspected on every service visit, no matter the initial call, and any part that needs to be replaced will be replaced

**We are so confident in the quality of our products that we guarantee your MFP will meet factory specifications and be compatible with your network, or we'll replace it with an equivalent model:**

- **First two years:** brand new MFP replacement
- **After two years:** new or refurbished replacement
- Plus, DEXimaging will also provide a $1,000 credit toward your next MFP purchase (when purchased through DEXimaging)as a way to say "we're sorry for the inconvenience."

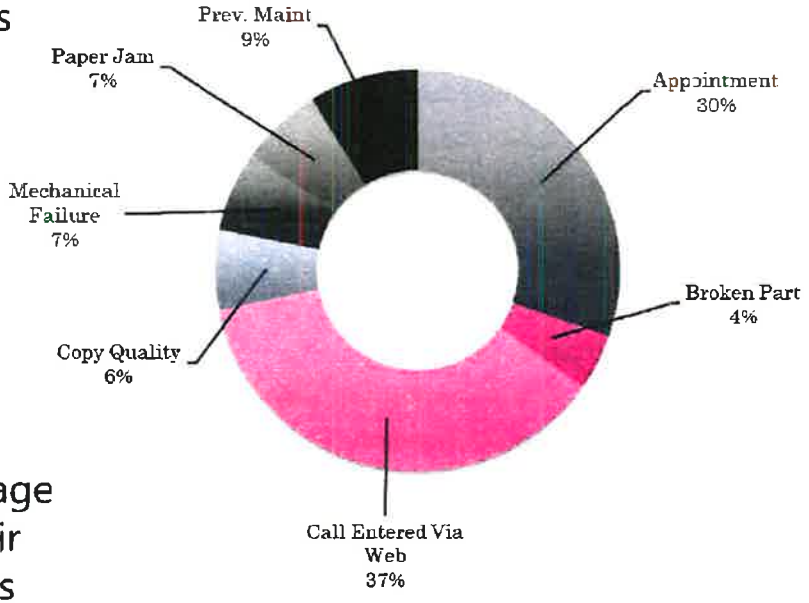
hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples
DOING BUSINESS BETTER

# Client Check-Up

**2.20** Average Response Hours

**46** Total Service Calls



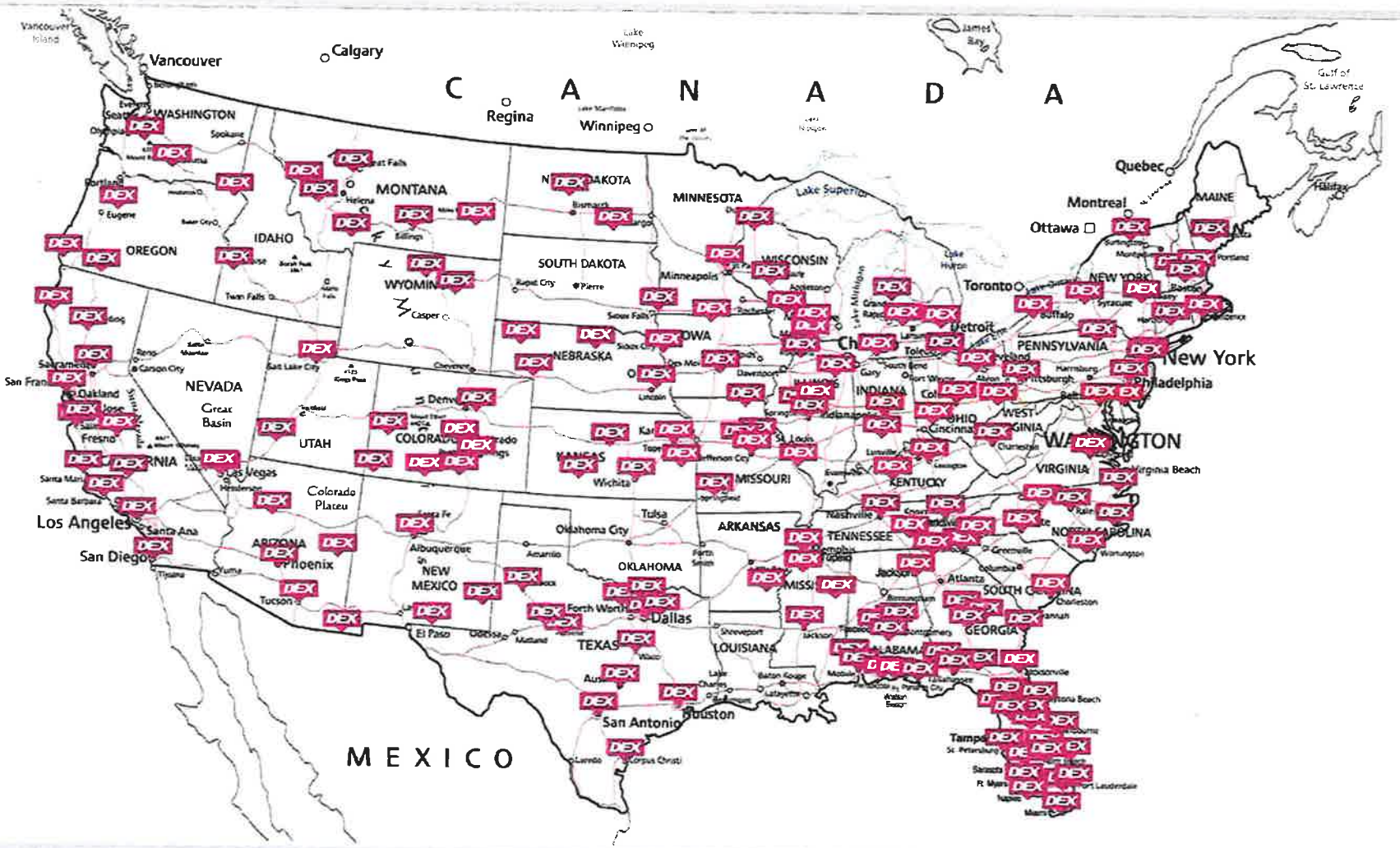

**4.78** Average Repair Hours

**99.56%** Average Uptime Percentage

hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples

DOING BUSINESS BETTER



DEX Staples

DOING BUSINESS BETTER

# ACCURATE METER BILLING

- Plug-n-Play Network Appliance and NO software to install or manage!
- Gathers all device meters and supply levels and reports on a pre-determined schedule to insure accurate and timely meter reporting.




hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples
DOING BUSINESS BETTER

Canon
SEE IMPOSSIBLE

# OUR PARTNER RECOMENDATION

Canon started as a small camera company in 1937 and took its first step into the global market with the opening of a U.S. office in New York City in 1955.

Today, it's an international leader of digital imaging solutions in the consumer, business to-business, and industrial sectors, with millions of satisfied customers worldwide.

With its U.S.-based customer service and support network, you'll enjoy high levels of customer satisfaction and loyalty, just as you'd expect from a leader. And you can feel good about partnering with Canon.

Through its corporate philosophy of Kyosei, Canon is committed to dedicating itself to social and environmental responsibilities, as well as contributing to the prosperity of people in local communities and around the world. It's easy to see why Canon is the natural partner for your business




hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples
DOING BUSINESS BETTER

Canon
SEE IMPOSSIBLE










hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples
DOING BUSINESS BETTER

Canon
SEE IMPOSSIBLE

# PROPOSED SOLUTION REVIEW

imageRUNNER ADVANCE DX Series / uniFLOW Online

BLI BUYERS LAB 2019 PICK

BLI BUYERS LAB 2020 PICK

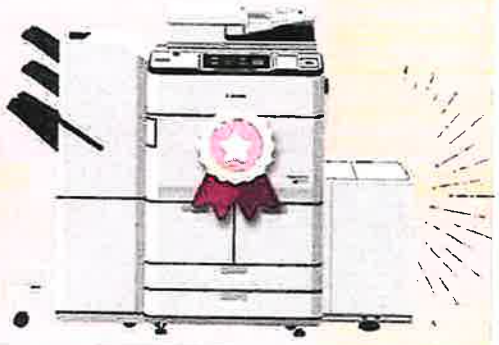
BLI BUYERS LAB 2021 PICK

BUYERS LAB 2022 BLI PICK AWARD

WE ARE CHAMPIONS
BUYERS LAB 2022 - 2024 BLI MOST RELIABLE A3 BRAND TESTED

BUYERS LAB 2022 BLI LINE OF THE YEAR TESTED

imageRUNNER ADVANCE DX



hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

DEX Staples
DOING BUSINESS BETTER

Canon Proposed Equipment Configuration: New Recommendation (Same Toners)

-Location 88 W Mcintyre St. (#110 / #128 / #130 / #210 / #220) & Fire Dept.
Equipment – (6)Canon C5840i (Equipment Configured as Current)

-Location 88 W Mcintyre St. (#230)
Equipment – (1) Canon C5840i (Equipment Configured as Current)

-Location 88 W Mcintyre St. (#250)
Equipment – (1) Canon C5840i (Equipment Configured as Current)

-Location 10 Village Green Way – Community Center
Equipment – (1) Canon C5840i (Equipment Configured as Current)

DEX Staples

DOING BUSINESS BETTER

# Financials

| | 63 Months |
|---|---|
| New Monthly Payment – Canon | $1,563.89 |

Service Maintenance – Billed based on usage B&W @ $.005 & Color @ $.05
Service includes all toners, parts, labor, and service calls except for paper/staples.

*Includes payoff check issued back to customer in the sum of $13,016.84

**DEX Imaging will return the existing (9)Canon units at no charge.
This payment represents the following based on information provided via the spreadsheet which has lease expiration and payoff's provided by CFS.

***Excluded from the analysis is Key Biscayne Community Foundation.

hp Canon KYOCERA KONICA MINOLTA DEXDOX We Capture It All PRINT COUNTS BECAUSE EVERY DOCUMENT MATTERS DEXFM FACILITIES MANAGEMENT

DEX Staples

DOING BUSINESS BETTER

# We can also support your staff and leadership team.

- **Fundraising tickets**
- **Leadership event**
- **Tickets for yourself**
- **Anything else you may think of to benefit your business**



DEX Staples

DOING BUSINESS BETTER

# I AM Your DEX Imaging Representative


Ricky Bolanos

**Cell:** 305.788.1464


**I am just a copy image of your best friend!** ☺

hp Canon KYOCERA KONICA MINOLTA DEXMPS DEXDOX

## Company Information

**Village of Key Biscayne**

### Bill To Address

**88 West McIntyre Street**
**Key Biscayne, FL 33149**

## Contacts

### Dex Imaging Sales Representative

**Name:** Ricky Bolanos
**Phone:** (786) 621-3071
**Email:** rbolanos@deximaging.com

### A/P Contact

**Name:** Frank Sousa
**Phone:** (305)365-5503
**Fax:** (305)365-8937
**Email:** fsousa@kbpd.com

# SALES ORDER / SERVICE AGREEMENT

**INSTALLATION for Village of Key Biscayne**

☒ Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

☐ White Glove - $350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

**NOTE : White Glove option does not apply to production units**

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

# Sales Order / Service Agreement

## Equipment Delivery Location

| | |
|---|---|
| Village of Key Biscayne | Equip. Contact: Alex Gonzalez |
| 88 West McIntyre Street | Phone:(786)750-3540 |
| Key Biscayne, FL 33149 | Email:agonzalez@keybiscayne.fl.gov |

## Printer (Monthly)

| ESP | Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|---|---|---|---|---|---|---|---|---|
| Yes | 1 | Pooled CPP | $0.00 | 0 | 0.0050 | $0.00 | 0 | 0.0500 |
| Yes | 1 | Canon imageRUNNER Advance DX C5840i A3 40ppm Color MFP Copier | | | | | | |
| Yes | 1 | Canon Buffer Pass Unit-P1 NLA USE 5546C002AA BUFFER PASS P2 | | | | | | |
| Yes | 1 | Canon Staple Finisher-AB2 formerly AB1 | | | | | | |
| Yes | 1 | Cassette Feeding Unit-AQ1 | | | | | | |
| Yes | 1 | Digital QC 120/15 Surge Protector | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC

**Special Instructions For This Location:** Room #220

DEX imaging

# Sales Order / Service Agreement

## Equipment Delivery Location

| | |
|---|---|
| Village of Key Biscayne | Equip. Contact: Alex Gonzalez |
| 88 West McIntyre Street | Phone:(786)750-3540 |
| Key Biscayne, FL 33149 | Email:agonzalez@keybiscayne.fl.gov |

## Printer (Monthly)

| ESP | Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|---|---|---|---|---|---|---|---|---|
| Yes | 1 | Pooled CPP | $0.00 | 0 | 0.0050 | $0.00 | 0 | 0.0500 |
| Yes | 1 | Canon imageRUNNER Advance DX C5840i A3 40ppm Color MFP Copier | | | | | | |
| Yes | 1 | Digital QC 120/15 Surge Protector | | | | | | |
| Yes | 1 | Canon Super G3 Fax Board-AX1 | | | | | | |
| Yes | 1 | Canon Inner Finisher-L1 - not supported with C5870i/6870i- | | | | | | |
| Yes | 1 | Cabinet Type-V | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

**Special Instructions For This Location:** Room #210

DEX imaging

# Sales Order / Service Agreement

## Equipment Delivery Location

| | |
|---|---|
| Village of Key Biscayne | Equip. Contact: Alex Gonzalez |
| 88 West McIntyre Street | Phone:(786)750-3540 |
| Key Biscayne, FL 33149 | Email:agonzalez@keybiscayne.fl.gov |

## Printer (Monthly)

| ESP | Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|---|---|---|---|---|---|---|---|---|
| Yes | 1 | Pooled CPP | $0.00 | 0 | 0.0050 | $0.00 | 0 | 0.0500 |
| Yes | 1 | Canon imageRUNNER Advance DX C5840i A3 40ppm Color MFP Copier | | | | | | |
| Yes | 1 | Digital QC 120/15 Surge Protector | | | | | | |
| Yes | 1 | Canon Super G3 Fax Board-AX1 | | | | | | |
| Yes | 1 | Canon Staple Finisher-AB2 formerly AB1 | | | | | | |
| Yes | 1 | Canon High Capacity Cassette Feeding Unit-C1 | | | | | | |
| Yes | 1 | Canon Buffer Pass Unit-P2 | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC

**Special Instructions For This Location:** Community Center

DEX imaging

# Sales Order / Service Agreement

## Equipment Delivery Location

| | |
|---|---|
| Village of Key Biscayne<br>88 West McIntyre Street<br>Key Biscayne, FL 33149 | Equip. Contact: Alex Gonzalez<br>Phone:(786)750-3540<br>Email:agonzalez@keybiscayne.fl.gov |

## Printer (Monthly)

| ESP | Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|---|---|---|---|---|---|---|---|---|
| Yes | 1 | Pooled CPP | $0.00 | 0 | 0.0050 | $0.00 | 0 | 0.0500 |
| Yes | 1 | Canon imageRUNNER Advance DX C5840i A3 40ppm Color MFP Copier | | | | | | |
| Yes | 1 | Digital QC 120/15 Surge Protector | | | | | | |
| Yes | 1 | Canon Super G3 Fax Board-AX1 | | | | | | |
| Yes | 1 | Canon Inner Finisher-L1 - not supported with C5870i/6870i- | | | | | | |
| Yes | 1 | Cabinet Type-V | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC

**Special Instructions For This Location:** Room #230

DEX imaging

# Sales Order / Service Agreement

## Equipment Delivery Location

| | |
|---|---|
| Village of Key Biscayne | Equip. Contact: Alex Gonzalez |
| 88 West McIntyre Street | Phone:(786)750-3540 |
| Key Biscayne, FL 33149 | Email:agonzalez@keybiscayne.fl.gov |

## Printer (Monthly)

| ESP | Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|---|---|---|---|---|---|---|---|---|
| Yes | 1 | Pooled CPP | $0.00 | 0 | 0.0050 | $0.00 | 0 | 0.0500 |
| Yes | 1 | Canon imageRUNNER Advance DX C5840i A3 40ppm Color MFP Copier | | | | | | |
| Yes | 1 | Digital QC 120/15 Surge Protector | | | | | | |
| Yes | 1 | Cassette Feeding Unit-AQ1 | | | | | | |
| Yes | 1 | Canon Super G3 Fax Board-AX1 | | | | | | |
| Yes | 1 | Canon Staple Finisher-AB2 formerly AB1 | | | | | | |
| Yes | 1 | Canon Buffer Pass Unit-P2 | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC

**Special Instructions For This Location:** Room#250

DEX imaging

# Sales Order / Service Agreement

## Equipment Delivery Location

| | |
|---|---|
| Village of Key Biscayne | Equip. Contact: Alex Gonzalez |
| 88 West McIntyre Street | Phone:(786)750-3540 |
| Key Biscayne, FL 33149 | Email:agonzalez@keybiscayne.fl.gov |

## Printer (Monthly)

| ESP | Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|---|---|---|---|---|---|---|---|---|
| Yes | 1 | Pooled CPP | $0.00 | 0 | 0.0050 | $0.00 | 0 | 0.0500 |
| Yes | 1 | Canon imageRUNNER Advance DX C5840i A3 40ppm Color MFP Copier | | | | | | |
| Yes | 1 | Digital QC 120/15 Surge Protector | | | | | | |
| Yes | 1 | Canon Super G3 Fax Board-AX1 | | | | | | |
| Yes | 1 | Canon Inner Finisher-L1 - not supported with C5870i/6870i- | | | | | | |
| Yes | 1 | Cabinet Type-V | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

**Special Instructions For This Location:** Room #110

DEX imaging

# Sales Order / Service Agreement

## Equipment Delivery Location

| | |
|---|---|
| Village of Key Biscayne | Equip. Contact: Alex Gonzalez |
| 88 West McIntyre Street | Phone:(786)750-3540 |
| Key Biscayne, FL 33149 | Email:agonzalez@keybiscayne.fl.gov |

## Printer (Monthly)

| ESP | Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|---|---|---|---|---|---|---|---|---|
| Yes | 1 | Pooled CPP | $0.00 | 0 | 0.0050 | $0.00 | 0 | 0.0500 |
| Yes | 1 | Canon imageRUNNER Advance DX C5840i A3 40ppm Color MFP Copier | | | | | | |
| Yes | 1 | Digital QC 120/15 Surge Protector | | | | | | |
| Yes | 1 | Canon Super G3 Fax Board-AX1 | | | | | | |
| Yes | 1 | Canon Inner Finisher-L1 - not supported with C5870i/6870i- | | | | | | |
| Yes | 1 | Cabinet Type-V | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC

**Special Instructions For This Location:** Room#128

# Sales Order / Service Agreement

## Equipment Delivery Location

| | |
|---|---|
| Village of Key Biscayne | Equip. Contact: Alex Gonzalez |
| 88 West McIntyre Street | Phone:(786)750-3540 |
| Key Biscayne, FL 33149 | Email:agonzalez@keybiscayne.fl.gov |

## Printer (Monthly)

| ESP | Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|---|---|---|---|---|---|---|---|---|
| Yes | 1 | Pooled CPP | $0.00 | 0 | 0.0050 | $0.00 | 0 | 0.0500 |
| Yes | 1 | Canon imageRUNNER Advance DX C5840i A3 40ppm Color MFP Copier | | | | | | |
| Yes | 1 | Digital QC 120/15 Surge Protector | | | | | | |
| Yes | 1 | Canon Super G3 Fax Board-AX1 | | | | | | |
| Yes | 1 | Canon Inner Finisher-L1 - not supported with C5870i/6870i- | | | | | | |
| Yes | 1 | Cabinet Type-V | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC

**Special Instructions For This Location:** Room#130

DEX imaging

# Sales Order / Service Agreement

## Equipment Delivery Location

| | |
|---|---|
| Village of Key Biscayne | Equip. Contact: Alex Gonzalez |
| 88 West McIntyre Street | Phone:(786)750-3540 |
| Key Biscayne, FL 33149 | Email:agonzalez@keybiscayne.fl.gov |

## Printer (Monthly)

| ESP | Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|---|---|---|---|---|---|---|---|---|
| Yes | 1 | Pooled CPP | $0.00 | 0 | 0.0050 | $0.00 | 0 | 0.0500 |
| Yes | 1 | Canon imageRUNNER Advance DX C5840i A3 40ppm Color MFP Copier | | | | | | |
| Yes | 1 | Digital QC 120/15 Surge Protector | | | | | | |
| Yes | 1 | Cassette Feeding Unit-AQ1 | | | | | | |
| Yes | 1 | Canon Super G3 Fax Board-AX1 | | | | | | |
| Yes | 1 | Canon Inner Finisher-L1 - not supported with C5870i/6870i- | | | | | | |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC

**Special Instructions For This Location:** Fire Dept

DEX imaging

# Sales Order / Service Agreement

## Equipment Delivery Location

| | |
|---|---|
| Village of Key Biscayne | Equip. Contact: Alex Gonzalez |
| 88 West McIntyre Street | Phone:(786)750-3540 |
| Key Biscayne, FL 33149 | Email:agonzalez@keybiscayne.fl.gov |

## Printer (Monthly)

| ESP | Quantity | Make/Model | B/W Base | BW Copies Included | BW Overage Rate | Color Base | Color Copies Included | Overage Rate |
|---|---|---|---|---|---|---|---|---|
| Yes | 1 | Pooled CPP | $0.00 | 0 | 0.0050 | $0.00 | 0 | 0.0500 |

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

**Special Instructions For This Location:** Service for Entire Fleet



## MFD (Multi-Function Device) Connectivity Support Agreement (MFD CSA)

DEX Imaging provides a Network Connectivity Support program to cover additional services not included in your Equipment Service Agreement. Today's MFD technology is complex. Loss of functionality can cause downtime. Examples of this are below but not limited to:

- Change of technology
- Software changes
- Infrastructure changes
- Operating system updates
- Authentication changes
- Antivirus software updates
- Firewall updates
- Internet service provider changes

### Connectivity Support Agreement Details:

| Coverage | Charges |
|---|---|
| Remote Support for Multi-Function Device(s)<br>Unlimited Helpdesk Support<br>Hours of coverage 8:00 AM to 7:00 PM (M-F) | 1-5 Devices -> $15/Device/Month<br>6-25 Devices -> $12/Device/Month<br>26-50 Devices -> $10/Device/Month<br>51+ Devices -> $8/Device/Month |

### Example of Support Functions Covered Under this Contract:

| Print/Scan Troubleshooting | Network issues/Key-Op |
|---|---|
| 1. Installing & updating the device print drivers on the customers PC/Laptop & Macs | 2. Troubleshooting & resolving copy & print issues related to the device |
| 3. Installing PC fax device drivers & troubleshooting fax related issues | 4. Troubleshooting & reconfiguring device network settings due to networking infrastructure changes such as Internet Service provider change or new router |
| 5. Enabling & configuring any type of account or job codes & installing the management software | 6. Key-Op training the end users on basic & advanced functionality of device features |
| 7. Quick & secure remote desktop phone support for PC/Mac | 8. YouTube channel for easy access to procedures & PDF documentation available to be emailed upon request |
| 1. Configuring/resolving issues with scan to email/folder on PC's or Mac | |

**Accept MFD CSA for ALL machines under DEX ESP:** No

If this Connectivity Support Agreement is **DECLINED**, it is understood that **ANY** support not related to the mechanical function of the device will be charged at DEX Imaging's Published rates.

| | | |
|---|---|---|
| **Address: 88 West McIntyre Street** | | |
| **City: Key Biscayne** | **State: FL** | **Zip: 33149** |
| **Phone Number: (305)365-5503** | **Email: fsousa@kbpd.com** | |
| **Name:** | | **Title:** |
| **Signature:** | | **Date:** |

# EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

**SCOPE OF COVERAGE**
This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX imaging, LLC, or if parts, accessories, or components not authorized by DEX imaging, LLC are fitted to the equipment

**DEX Industry Best**
Guaranteed 4 Hour Response Time

**BUSINESS HOURS FOR SERVICE**
Maintenance services shall be provided hereunder only during DEX imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX imaging, LLC holidays and subject to change by DEX imaging, LLC

**EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS**
Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts All parts necessary to the normal operation of the equipment will be furnished free of charge In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product We are not responsible for your network It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

**TERM**
This Agreement shall become effective upon receipt and acceptance by DEX imaging, LLC and shall continue for 63 months, following date of first invoice It shall be automatically renewed for successive one year periods

**AUTOMATIC RENEWAL** This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms In no case will the renewal or annual increase exceed a 12% price increase over the prior period

**TERMINATION** The Initial Term of this Agreement shall be as set forth above In the event that DEX imaging, LLC terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term

**CUSTOMER METER READING AND REPORTING OBLIGATIONS**
Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA(Data Collection Agent) during the Initial Term and all subsequent Renewal Terms If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed $125 00. If DEX IMAGING, LLC Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed $50 per unit If Customer does not allow the use of a DEX provided DCA, or if DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis

**CHARGES**
The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges A copy/print is 8 5" x 11" DEX imaging, LLC reserves the right to add a fuel surcharge of $10 per month per device if the average cost per gallon of regular gas exceeds $4 00

**CUSTOMER CHANGES**
Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein DEX imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX imaging, LLC to continue to service the Equipment Customer must advise DEX imaging, LLC of any equipment movements not performed by DEX imaging, LLC via the portal at www deximaging com This can be completed by selecting machine movement found within the service dropdown located on the site

**ADDITIONAL EQUIPMENT**
Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX imaging, LLC.

**EQUIPMENT REPLACEMENT**
DEX imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model Additional equipment supplied by DEX imaging, LLC will be governed by the contract type as delineated below

**CONTRACT TYPES**
COPIER – Service and Supplies
PREMIER – Service and Supplies for existing Customer devices Replacement units supplied at the Customer expense
PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base DEX imaging, LLC supplied equipment will be added per the following schedule:

| B/W Speed | Minimum Prints | Color Speed | Minimum Prints |
|---|---|---|---|
| 11 to 22 PPM | 1,000 / Month | 10 – 30 PPM | 250 / Month |
| 23 to 50 PPM | 2,000 / Month | Over 30 PPM | 500 / Month |
| Over 50 PPM | 5,000 / Month | | |

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX imaging, LLC provided devices
PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX imaging, LLC remains the property of DEX imaging, LLC Any printer removed from service by DEX imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value
Upon termination of this Agreement, printers owned by DEX imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX imaging, LLC in good condition and repair to a location designated by DEX imaging, LLC within sixty (60) days Any printers owned by DEX imaging, LLC which are not returned will be billed to the customer at replacement value

**POWER REQUIREMENTS**
Equipment under this Agreement must have a DEX imaging, LLC approved surge protector/power filter Customer agrees to provide the power recommended by the equipment manufacturer Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX imaging, LLC or an authorized agent of DEX imaging, LLC may not be covered under this Agreement

**WAIVER OF JURY TRIAL**
CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER

**BREACH OR DEFAULT**
If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C O D "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law

If the equipment is moved to a new service zone, DEX imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis If equipment is moved beyond DEX imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX imaging, LLC published rates for service on a "per call" basis

**NO WARRANTY**
Other than the obligations set forth herein, DEX imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE DEX imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT

**CONSUMABLES**
Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC approved Managed Print System Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC approved Managed Print System A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement In a cost per impression contract, all unused consumable items remain the property of DEX At contract termination, all unused consumable items, toner cartridges, developer, drums, etc must be promptly returned to DEX IMAGING, LLC

**MISCELLANEOUS**
This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX imaging, LLC

# APPROVALS

| Special Instructions |
| --- |
| DEX Imaging will provide you a check not to exceed $13,016.84 for the payoff of the existing Canon leases per the CFS buyouts. We will ship and return all 9 units back to CFS at no charge. All new equipment will be delivered and networked at no charge. |

**DEX Imaging, LLC Sales Associate**

**Name:** Ricky Bolanos

**Date:** 8/24/2023

**Approvals**

**I have read and agree to all terms and conditions contained in this 15 page document.**

| DEX Imaging, LLC. | Village of Key Biscayne |
| --- | --- |
| DEX Imaging, LLC. Authorized Representative | Customer's Authorized Representative |
| **Name:** | **Name:** |
| **Date:** | **Title:** |
| | **Date:** |

## Option # 1: Canon imageRUNNER Advance DX C5840i

### NASPO ValuePoint #140595 - Florida

| Existing Fleet | | | | | | | | | | | Recommendations | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Account Name | Department | Shipping Address | ExistingModel Name | Serial Number | Lease Expiration Date | Lease Payment Amt | Base Price | Base Volume | B/W Overage Rate | Color: Overage Rate | Proposed Model Name | Serial Number | Lease Expiration Date | Lease Payment Amt | Base Price | Base Volume | B/W Overage Rate | Color: Overage Rate |
| VOKB | Administration | 88 W MCINTYRE ST STE 210 | IRADVC5540IV2 | XUP04414 | 8/1/2022 | $156.44 | $0.00 | 0 | $0.008970 | $0.074750 | DX C5840i | TBD | TBD | $205.00 | $0.00 | 0 | $0.007000 | $0.055100 |
| VOKB | Recreation Center | 10 VILLAGE GREEN WAY | IRADV6555IV2 | XNM00929 | 8/10/2022 | $231.36 | $0.00 | 0 | $0.004490 | N/A | DX C5840i | TBD | TBD | $265.00 | $0.00 | 0 | $0.007000 | $0.055100 |
| VOKB | Finance | 88 W MCINTYRE ST STE 220 | IRADVC256IFV2 | 2AD03910 | 9/1/2022 | $50.12 | $0.00 | 0 | $0.018055 | $0.111895 | DX C5840i | TBD | TBD | $169.00 | $0.00 | 0 | $0.007000 | $0.055100 |
| VOKB | Police Administration | 88 W MCINTYRE ST STE 210 | IRADVC5540IV2 | XUP08855 | 12/1/2022 | $156.44 | $0.00 | 0 | $0.007800 | $0.065000 | DX C5840i | TBD | TBD | $205.00 | $0.00 | 0 | $0.007000 | $0.055100 |
| VOKB | Fire Dept | 560 CRANDON BLVD | IRADVC5540IV3 | 2JV02742 | 1/1/2023 | $192.61 | $0.00 | 0 | $0.007800 | $0.065000 | DX C5840i | TBD | TBD | $219.00 | $0.00 | 0 | $0.007000 | $0.055100 |
| VOKB | Village Clerk | 88 W MCINTYRE ST STE 220 | IRADVC5540IV3 | 2JU07082 | 9/1/2023 | $185.83 | $0.00 | 0 | $0.007800 | $0.065000 | DX C5840i | TBD | TBD | $265.00 | $0.00 | 0 | $0.007000 | $0.055100 |
| VOKB | Police Dispatch 2 | 88 W MCINTYRE ST STE 130 | IRADVDXC5740I | 3BB06687 | 3/31/2024 | $207.00 | $0.00 | 0 | $0.007000 | $0.055100 | DX C5840i | TBD | TBD | $205.00 | $0.00 | 0 | $0.007000 | $0.055100 |
| VOKB | Police Dispatch 1 | 88 W MCINTYRE ST STE 130 | IRADVDXC5740I | 3BB06688 | 3/31/2024 | $207.00 | $0.00 | 0 | $0.007000 | $0.055100 | DX C5840i | TBD | TBD | $205.00 | $0.00 | 0 | $0.007000 | $0.055100 |
| VOKB | Building Zoning | 88 W MCINTYRE ST STE 250 | IRADVDXC5860I | 37500646 | 9/30/2024 | $353.31 | $0.00 | 0 | $0.007000 | $0.055100 | DX C5840i | TBD | TBD | $265.00 | $0.00 | 0 | $0.007000 | $0.055100 |

Canon

CANON SOLUTIONS AMERICA

## Option # 2: Canon imageRUNNER Advance DX C5860i

### NASPO ValuePoint #140595 - Florida

| Existing Fleet | | | | | | | | | | | Recommendations | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Account Name | Department | Shipping Address | ExistingModel Name | Serial Number | Lease Expiration Date | Lease Payment Amt | Base Price | Base Volume | B/W Overage Rate | Color: Overage Rate | Proposed Model Name | Serial Number | Lease Expiration Date | Lease Payment Amt | Base Price | Base Volume | B/W Overage Rate | Color Overage Rate |
| VOKB | Administration | 88 W MCINTYRE ST STE 210 | IRADVC5540IV2 | XUP04414 | 8/1/2022 | $156.44 | $0.00 | 0 | $0.008970 | $0.074750 | DX C5860i | TBD | TBD | $258.00 | $0.00 | 0 | $0.007000 | $0.047500 |
| VOKB | Recreation Center | 10 VILLAGE GREEN WAY | IRADV6555IV2 | XNM00929 | 8/10/2022 | $231.36 | $0.00 | 0 | $0.004490 | N/A | DX C5860i | TBD | TBD | $319.00 | $0.00 | 0 | $0.007000 | $0.047500 |
| VOKB | Finance | 88 W MCINTYRE ST STE 220 | IRADVC256IFV2 | 2AD03910 | 9/1/2022 | $50.12 | $0.00 | 0 | $0.018055 | $0.111895 | DX C5860i | TBD | TBD | $237.00 | $0.00 | 0 | $0.007000 | $0.047500 |
| VOKB | Police Administration | 88 W MCINTYRE ST STE 210 | IRADVC5540IV2 | XUP08855 | 12/1/2022 | $156.44 | $0.00 | 0 | $0.007800 | $0.065000 | DX C5860i | TBD | TBD | $258.00 | $0.00 | 0 | $0.007000 | $0.047500 |
| VOKB | Fire Dept | 560 CRANDON BLVD | IRADVC5540IV3 | 2JV02742 | 1/1/2023 | $192.61 | $0.00 | 0 | $0.007800 | $0.065000 | DX C5860i | TBD | TBD | $271.00 | $0.00 | 0 | $0.007000 | $0.047500 |
| VOKB | Village Clerk | 88 W MCINTYRE ST STE 220 | IRADVC5540IV3 | 2JU07082 | 9/1/2023 | $185.83 | $0.00 | 0 | $0.007800 | $0.065000 | DX C5860i | TBD | TBD | $319.00 | $0.00 | 0 | $0.007000 | $0.047500 |
| VOKB | Police Dispatch 2 | 88 W MCINTYRE ST STE 130 | IRADVDXC5740I | 3BB06687 | 3/31/2024 | $207.00 | $0.00 | 0 | $0.007000 | $0.055100 | DX C5860i | TBD | TBD | $258.00 | $0.00 | 0 | $0.007000 | $0.047500 |
| VOKB | Police Dispatch 1 | 88 W MCINTYRE ST STE 130 | IRADVDXC5740I | 3BB06688 | 3/31/2024 | $207.00 | $0.00 | 0 | $0.007000 | $0.055100 | DX C5860i | 3BB06688 | TBD | $258.00 | $0.00 | 0 | $0.007000 | $0.047500 |
| VOKB | Building Zoning | 88 W MCINTYRE ST STE 250 | IRADVDXC5860I | 37500646 | 9/30/2024 | $353.31 | $0.00 | 0 | $0.007000 | $0.055100 | DX C5860i | 37500646 | TBD | $319.00 | $0.00 | 0 | $0.007000 | $0.047500 |

Canon

CANON SOLUTIONS AMERICA

| Contract Number | Asset Serial Number | Asset Description | Asset Model | Room | Configuration | Asset Address | Total Payment Per Asset | Commencement Date | Initial Term Date | Contract Notes | Payoff to Return CFS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 001-0229949-016 | XUP04414 | Color Copier | IRC5540III | #210 | CPSF /2x500 /Inner Finisher | 88 W MCINTYRE ST STE 220 KEY BISCAYNE FL 33149 | $156 44 | 8/1/2018 | 8/1/2022 | per csap FL contract this machine needs to be returned | $0 00 |
| 001-0229949-017 | XNM00929 | B&W Copier | IR6555II | Community Center | CPSF /2x500 & 2x1K /Outer Finisher | 88 W MCINTYRE ST STE 220 KEY BISCAYNE FL 33149 | $231 36 | 8/10/2018 | 8/10/2022 | per csap FL contract this machine needs to be returned | $0 00 |
| 001-0229949-018 | 2AD03910 | Color Copier | IRC256IFII | #220 | CPSF 2x500 / Inner Finisher | 88 W MCINTYRE ST STE 220 KEY BISCAYNE FL 33149 | $50 12 | 9/1/2018 | 9/1/2022 | per csap FL contract this machine needs to be returned | $0 00 |
| 001-0229949-019 | XUP08855 | Color Copier | IRC5540III | #130 | CPSF 2x500 Inner Fin | 88 W MCINTYRE ST POLICE DEPT STE 130 KEY BISCAYNE FL 33149 | $156 44 | 12/1/2018 | 12/1/2022 | per csap FL contract this machine needs to be returned | $417 18 |
| 001-0229949-020 | 2JU07082 | Color Copier | IRC5540III | #220 | CPS 4x500 Outer Fin | 85 W MCINTYRE ST SUITE 220 KEY BISCAYNE FL 33149 | $185 83 | 9/1/2019 | 9/1/2023 | | $1 586 00 |
| 001-0229949-021 | 2JV02742 | Color Copier | IRC5540III | Fire Dept | CPSF 4x500 Inner Fin | 560 CRANDON BLVD FIRE DEPARTMENT KEY BISCAYNE FL 33149 | $192 81 | 1/1/2020 | 1/1/2023 | per csap FL contract this machine needs to be returned | $0 00 |
| 229949-1 | 3BB06587 | Color Copier | IRDXC5740I | #130 | CPSF 2x500 Inner Fin | 88 W MCINTYRE STREET SUITE 130 MIAMI BEACH FL 33140 | $207 00 | 4/1/2021 | 3/31/2024 | | $2,971 2? |
| 229949-2 | 3BB06656 | Color Copier | IRDXC5740I | #310 | CPSF 2x500 Inner Fin | 88 W MCINTYRE STREET SUITE 130 MIAMI BEACH FL 33140 | $207 00 | 4/1/2021 | 3/31/2024 | | $2,742 76 |
| 229949-3 | 37S00646 | Color Copier | IRDXC5860I | #250 | CPSF 4x500 Outer Fin | 88 W McIntyre St Ste 250 Key Biscayne FL 33149-1846 | $353.31 | 10/1/2021 | 9/30/2024 | | $5,299 65 |
| | | | | | | | $1,740 11 | | | | $13,016 84 |

TOSHIBA

# INVESTMENT SCHEDULE

## VILLAGE OF KEY BISCAYNE FL-KEY BISCAYNE

### Proposed Solution

**Model Details**

- (5) Toshiba e-STUDIO4525AC
  - Included Features: DSDF Document Feeder, Copier Stand, 50-sheet Inner Finisher
- (1) Toshiba e-STUDIO4525AC
  - Included Features: DSDF Document Feeder, Paper Feed Pedestal, Drawer Module (for PFP), 50-sheet Inner Finisher
- (1) Toshiba e-STUDIO4525AC
  - Included Features: DSDF Document Feeder, Large Capacity Feeder, 65-sheet Multi-Staple Finisher, Bridge Kit
- (2) Toshiba e-STUDIO4525AC
  - Included Features: DSDF Document Feeder, Paper Feed Pedestal, Drawer Module (for PFP), 65-sheet Multi-Staple Finisher, Bridge Kit

**Service Details**

| Pool Name | Quarterly Overage Per Page |
|---|---|
| Mono Pool | $0.00500 |
| Color Pool | $0.04500 |

**Total Monthly Investment**

- 39 Month Lease $2,143.88
- 48 Month Lease $1,860.88
- 63 Month Lease $1,483.78

Monthly investment includes parts, labor, travel, and supplies; everything except for paper, staples, and applicable taxes.

*** Toshiba will provide Village of Key Biscayne a check in the amount of $13,016.84 to satisfy lease obligations remaining on outstanding Canon accounts.**
*** Toshiba will return your existing Canon devices on your behalf.**
*** New offer includes delivery and connectivity.**
*** Full maintenance plan (toner, parts, remote support and labor included)**

*Village Council*
**Joe I. Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Edward London**
**Allison McCormick**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: AECOM Work Order #3a: 30% - 100% Design of Zone 1 (the K-8 Community School) Stormwater System Upgrade

## RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute work order #3a to AECOM Technical Services, Inc. ("AECOM') to complete additional modeling scenarios in the K-8 Basin to assess changes and variables that will produce the most balanced cost and performance oriented solution.

## BACKGROUND

The Village selected AECOM to engineer capital improvements required to mitigate flood risk, ensure system reliability by replacing aging infrastructure and facilities, meet priorities, and increase the level of service at all measures where it is hampered by chronic flooding. To this purpose, the Village staff and AECOM negotiated and completed the following two work orders to provide 30% design for the K-8 Elementary School portion (Zone 1) of the drainage system (Work Order #2a) as well as an evaluation of probable cost for system wide upgrade referred to as the Village-wide Drainage Assessment (Work Order #2b). Building on the results of the 30% design and the Village-wide Drainage Assessment, Work Order #3a is being put forward to complete additional modeling scenarios to refine Village-wide drainage alternatives and preliminary design tasks needed to complete design of the Zone 1 drainage improvements to include pre-design surveys and tasks needed as a foundation for the detailed design of resiliency improvements in Zone 1(K-8 Basin). Work order #3a will be followed by Work order #3b, the 30% - 100% design for Zone 1, which will provide all the information and permitting needed to proceed to bidding for construction services.

***Work Order #3a:***

This project includes additional modeling scenarios to determine how changes in level of service as well as rainfall amounts impact the village-wide drainage alternatives and associated Class IV construction cost estimates. This scope of services (Work Order #3A) includes the pre-design surveys and tasks needed as a foundation for the detailed design of resiliency improvements in Zone 1 (K-8 Basin). The completion of these services does not depend on a particular drainage

scenario for Zone 1; for this reason, Village staff decided to move forward with this work.

Future Work Order #3B will include detailed design and permitting of infrastructure improvements for the following components within the K-8 drainage basin: roadways, streetscape/landscape, potable water, sanitary sewer, stormwater drainage, and utility undergrounding. A proposed stormwater pump station will be located at Harbor Park (between West McIntyre Drive and West Enid Drive), which will serve the immediate area as well as areas adjacent to the site for future needs. The proposed pump station will include a building structure that will house the equipment needed to serve the proposed pump station. The street improvements may include green infrastructure and traffic calming and will be designed to the Village's level of service requirements. Future improvements to Harbor Park will include the design of a neighborhood level park with pedestrian connections and open green spaces developed around the proposed pump station.

The following tasks are proposed to provide Village Council with alternatives for how the overall system can be upgraded and the associated cost estimates as well generate the site specific data needed to complete the 30% - 100%. Work order #3a tasks are as follows:

- Task 0 – Modified Village-wide Modeling Alternatives
- Task 1 – Project Management
- Task 2 – Geotechnical Engineering Report
- Task 3 – Bathymetric/Topographic Surveying and Mapping
- Task 4 – Subsurface Utility Investigation
- Task 5 – Contamination Assessment
- Task 6 – Utility Coordination and Undergrounding Design
- Task 7 – Hydrology and Hydraulics
- Task 8 – Environmental Surveys

Critical Deliverables will include:

1. Monthly Agendas and Meeting Minutes
2. Technical memorandum summarizing the results of the additional modeling scenarios
3. Workshop to Council summarizing the modeling results and impacts to Class IV construction cost estimates
4. Community meeting(s)

The additional modeling scenarios shall be completed within 60 days of Notice to Proceed (NTP) and the preliminary design tasks will be complete 180 days from NTP.

The staff negotiated the manhours estimates for each subtask in both work orders and finds the estimates fair and reasonable. Overall schedule for both work orders is approximately 13 months from notice to proceed.

The fee for work order #3a will be $926,923 with funds allocated from the Clean Water State Revolving Fund (CWSRF). Funding is allocated from both a Clean Water State Revolving Fund (CWSRF, $3,888,662) Loan and Resilient Florida grant funds (RF, $885,626). Repayment will be via the Stormwater Enterprise Account. This is a fixed price lump sum contract based on the Terms and Conditions approved under the Professional Services Agreement between the Village of Key Biscayne and AECOM Technical Services, Inc. effective on the 4th day of June 2020.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

**RESOLUTION NO. 2023-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO AECOM TECHNICAL SERVICES, INC. FOR PRE-DESIGN SERVICES RELATING TO THE K-8 SCHOOL STORMWATER DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $926,923.60; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on October 9, 2019, the Village of Key Biscayne ("Village") issued Request for Qualifications No. 2020-03 ("RFQ") for design criteria professional services for stormwater utility and right-of-way improvements (the "Services"); and

**WHEREAS,** pursuant to the RFQ, the Village Council adopted Resolution No. 2020-10 on February 11, 2020, selecting AECOM Technical Services, Inc. (the "Consultant") to provide the Services and authorizing the Village Manager to execute an agreement with Consultant; and

**WHEREAS,** the Village and the Consultant entered into a Professional Services Agreement for the Services pursuant to the RFQ (the "Agreement"); and

**WHEREAS,** on July 26, 2022, the Village Council adopted Resolution No. 2022-32, authorizing the issuance of a work order to the Consultant to provide the Services for the development of a basis of design report (30% design) (the "Report") relating to the K-8 School Stormwater Drainage Improvements Project (the "Project"); and

**WHEREAS,** based on the results of the Report, the Consultant has provided a proposal, attached hereto as Exhibit "A" (the "Proposal"), to prepare pre-design documents necessary to develop 30%-100% design of the Project; and

**WHEREAS**, the Village Council desires to authorize the Village Manager to issue a work order for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement in an amount not to exceed $926,923.60; 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. Authorization.** That the Village Council hereby authorizes the Village Manager to issue a work order for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement in an amount not to exceed $926,923.60.

**Section 3. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this __ day of _____, 2023.

_____
JOE I. RASCO, 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 Stormwater Program
AECOM Work Order #3A
Zone 1 (K-8 Basin) Resiliency Improvements:
Pre-Design Services

**Exhibit A: Scope of Services**

## Project Background

The Village of Key Biscayne (Village) is requesting AECOM Technical Services, Inc. (AECOM) to provide pre-design services for resiliency improvements in Zone 1 (K-8 Basin). The professional design and permitting services necessary to advance the project following completion of this Work Order will be provided under a future Work Order (#3B). On February 8, 2022, the Village Council approved AECOM's recommendations for level of service, design storm, and sea level rise projection. The approved recommendations include the following:

1. **Level of Service:** Keep roads passable for traffic.
   a. **Ponding depth:** 0-0.5 feet
   b. **Ponding duration:** 6-12 hours
   c. **Ponding location:** Swales
2. **Design Storm:** 10-year, 24-hour storm event (or 8 inches of rainfall within 24 hours)
3. **Sea Level Rise Projection:** NOAA Intermediate High

On August 16, 2023, AECOM conducted a Stormwater Drainage Assessment Results and K-8 30% Design Workshop with the Village Mayor and Councilmembers. During this workshop, AECOM briefed Council on the proposed Village-wide drainage alternatives and Zone 1 (K-8 Basin) modeling scenarios. Following the workshop, Village staff directed AECOM to evaluate the potential modification of hydrologic and hydraulic parameters used to generate the stormwater models. This evaluation, which will be conducted under Task 0 of this Work Order, will be informed by meetings with the Village Mayor and Councilmembers. Since this effort may result in the modification of the previously approved/adopted level of service, the Village implemented a two-phase approach for AECOM's Work Order #3:

1. **Work Order #3A:** Zone 1 (K-8 Basin) Pre-Design Services
2. **Work Order #3B:** Zone 1 (K-8 Basin) Design and Permitting Services

The following tasks are proposed to be provided as part of Work Order #3A:

- **Task 0** – Modified Village-wide Modeling Alternatives
- **Task 1** – Project Management
- **Task 2** – Geotechnical Engineering Report
- **Task 3** – Bathymetric/Topographic Surveying and Mapping
- **Task 4** – Subsurface Utility Investigation
- **Task 5** – Contamination Assessment
- **Task 6** – Utility Coordination and Undergrounding Design
- **Task 7** – Hydrology and Hydraulics
- **Task 8** – Environmental Surveys

AECOM Imagine it. Delivered.

AECOM
2 Alhambra Plaza, Suite 900
Coral Gables, Florida 33134
aecom.com

September 22, 2023

Roland I. Samimy, Ph.D.
Chief Resilience and Sustainability Officer
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

**Village of Key Biscayne Stormwater Program**
**Zone 1 (K-8 Basin) Resiliency Improvements: Pre-Design Services**

Dear Dr. Samimy:

This proposal constitutes AECOM's pre-design scope of services for the resiliency improvements in Zone 1 (K-8 Basin). AECOM assumes this work will be authorized per the terms and conditions of our Professional Service Agreement dated June 4, 2020, as a result of the Request for Qualifications No. 202003.

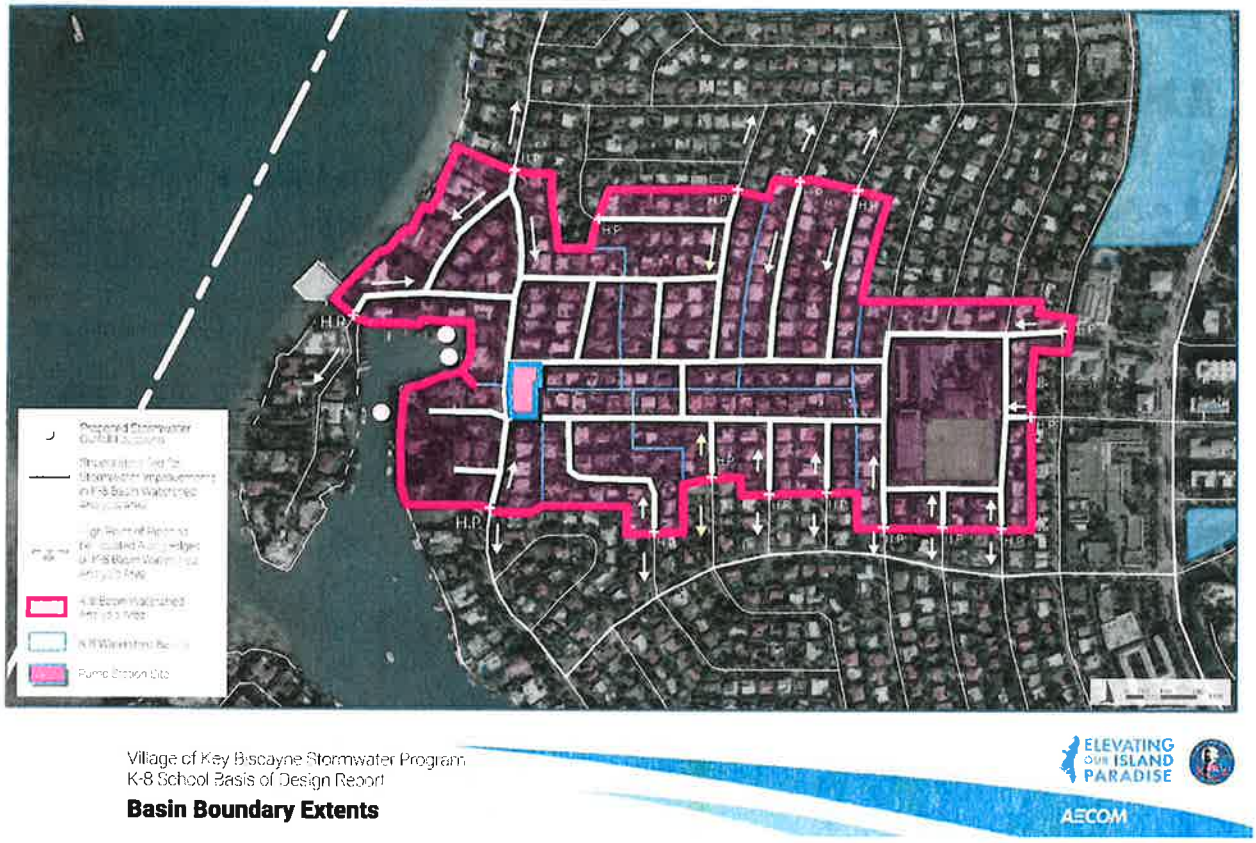
Attached is Exhibit A (Scope of Services) and Exhibit B (Compensation) for your review and approval. We are excited to be working with you on this very important project. Should you have any questions or need any additional information concerning this scope and fee, please contact me or Erik M. Alcantara, PE, PMP, ENV SP at 305-444-4691.

Sincerely,

Karen Brandon

Karen Brandon, PE
Associate Vice President, Principal Client Service Manager
AECOM

The Zone 1 (K-8 Basin) project limits are illustrated in the following exhibit:




This scope of services (Work Order #3A) includes the pre-design surveys and tasks needed as a foundation for the detailed design of resiliency improvements in Zone 1 (K-8 Basin). The completion of these services does not depend on a particular drainage scenario for Zone 1; for this reason, Village staff decided to move forward with this work.

Future Work Order #3B will include detailed design and permitting of infrastructure improvements for the following components within the K-8 drainage basin: roadways, streetscape/landscape, potable water, sanitary sewer, stormwater drainage, and utility undergrounding. A proposed stormwater pump station will be located at Harbor Park (between West McIntyre Drive and West Enid Drive), which will serve the immediate area as well as areas adjacent to the site for future needs. The proposed pump station will include a building structure that will house the equipment needed to serve the proposed pump station.

The street improvements may include green infrastructure and traffic calming and will be designed to the Village's level of service requirements. Future improvements to Harbor Park will include the design of a neighborhood level park with pedestrian connections and open green spaces developed around the proposed pump station.

## Task 0 – Modified Village-wide Modeling Alternatives

This task includes Village-wide modeling modifications for the following hydrologic parameters/inputs (stormwater runoff generation):

1. Total Rainfall (7 inches vs. 8 inches)
2. Rainfall Distribution (NRCS vs. SFWMD)
3. Runoff Curve Number (Infiltration)
4. Sea Level Rise Target Year

This task includes Village-wide modeling modifications for the following hydraulic parameters/inputs (movement of stormwater runoff):

1. Optimize Pipe Sizes and Pump Station Capacities (Based on Hydrologic Modifications)
2. Addition of Straight Pipe Easement in Zone 1
3. Addition of Straight Pipe Easement with No Velocity Dissipation in Zone 1
4. Addition of Dissipator Box Easement in Zone 1
5. Modification of Level of Service Metrics
6. Finished Floor Elevations (FEE) Evaluation

Based on the revised stormwater modeling and results, AECOM will update the Class 4 Opinion of Probable Construction Cost, as classified by the American Association of Cost Engineering (AACE), for each Zone. Per AACE criteria, a Class 4 Opinion of Probable Construction Cost is between 1% to 15% of project completion and is anticipated to be within a range of -30% below and +50% above the actual cost of construction. Additionally, AECOM will incorporate the modified alternatives and findings into the Village-wide Alternative Analysis Drainage Assessment report.

**Deliverables:**
Final Village-wide Alternative Analysis Drainage Assessment Report in PDF format

## Task 1 – Project Management

Effective project management is key to achieve success in any project; it includes project administration, project review meetings with the Village staff, project kick-off meeting, and project deliverable quality assurance and control (QA/QC) plan. The following services will be included:

1. General project administration, including project controls, team coordination, and timely communication with Village staff. Also, AECOM will monitor progress of work on a weekly basis for compliance with the established schedule, budget, and work quality requirements. In addition, Village vendors and sub-consultant coordination is included in the project administration. A project duration of 12 months was used to estimate the labor effort for this task.
2. Due to the many elements needed to be reviewed and planned for to produce the necessary design and construction documents, monthly meetings are proposed to coordinate with Village staff so that information is being conveyed to each party to deliver a successful project. Monthly meetings will be held by conference call. AECOM will prepare meeting minutes and agendas for all the meetings and submit them to the Village. A project duration of 12 months was used to estimate the labor effort for this task.

3. Conducting a project kick-off meeting upon receipt of Notice to Proceed, AECOM will meet with Village staff to discuss the requirements and the information needed to deliver the pre-design services.

AECOM will prepare the agenda and the notes for the meeting. The minutes will be given to the Village within seven (7) days of the meeting for review and comment. AECOM will then address all comments from the Village and finalize the meeting minutes.

AECOM will deliver the project scope of work by leveraging our technical expertise, while maintaining our project delivery.

**Key understanding:**
All meetings will include a virtual consultation platform using Microsoft Teams option for remote staff.

**Deliverables:**
1. Kickoff meeting notes
2. Monthly Invoice and Monthly Status Report

## Task 2 – Geotechnical Engineering Report

AECOM, through its geotechnical consultant, Geosol, Inc., will provide the following services:

The geotechnical field services will include Standard Penetration Test (SPT) borings in accordance with ASTM D-1586. Upon termination of the borings, all holes will be backfilled with grout to the ground surface and the site will be restored to its original condition. The geotechnical field exploration and testing programs shall include the following:

- Perform site reconnaissance, locate and coordinate for existing utilities that may interfere with the drilling operations.
- Apply for a Right of Way permit from the Village of Key Biscayne to perform the soil borings.
- Provide traffic control in accordance with the Index 600 series of the FDOT Roadway and Traffic Design Standards.
- Perform a total of thirteen (13) Standard Penetration Test (SPT) borings on land to depths of 30 feet below existing grades for the proposed 60-inch RCP drainage trunkline at a general spacing of about 500 feet center-to-center.
- Perform a total of thirteen (13) SPT borings on land to depths of 15 feet below existing grades for the proposed roadway reconstruction.
- Perform a total of three (3) SPT borings on land to depths of 50 feet below existing grades for the proposed outfalls and dissipator structures.
- Perform a total of two (2) SPT borings on land to depths of 80 feet below existing grades for the proposed pump station.
- Measure the groundwater levels at the test boring locations.
- Backfill the boreholes using cement grout mix.
- A geotechnical engineer will visually examine all recovered soil and rock samples. The laboratory testing will include natural moisture content, grain-size analysis, percent passing the #200 sieve, organic content determination, Limerock Bearing Ratio (LBR) testing, Atterberg limits testing, and

corrosion series testing (pH, resistivity, sulfates, and chlorides). The tests will be conducted in accordance with applicable ASTM and FDOT standards.

Using the results of the field exploration, Geosol will assess the geotechnical engineering impact of the subsurface conditions on the planned construction and provide recommendations for foundation design and related construction. A geotechnical engineering report of the findings and recommendations will be prepared, signed and sealed by a professional engineer registered in the State of Florida. The report will specifically contain the following information:

1. A plan of the site showing the location of the test locations.
2. A brief review of our test procedures and the results of the testing conducted.
3. Estimated subsurface profiles as necessary to illustrate subsurface conditions including standard penetration resistance test data and groundwater levels.
4. A review of surface features and site conditions that could affect construction and site preparation.
5. General evaluation of the site considering the proposed project and estimated subsurface conditions.
6. Recommendations for site preparation and construction of compacted fills or backfills.
7. Results of laboratory testing.
8. Anticipation of groundwater levels and methods for handling it during construction.
9. Derivation of soil/rock parameters for the design of the proposed improvements.
10. Foundation analysis and recommendations for the proposed improvements.
11. Construction considerations.

**Key understanding:**
The Village will be responsible for obtaining permission from landowners for geotechnical exploration.

**Deliverables:**
Geotechnical Report in PDF format

# Task 3 – Bathymetric/Topographic Survey and Mapping

## 3.1 Record Information of Stormwater System

AECOM's survey subconsultant, KCI Technologies, Inc. (KCI), shall provide record information for the drainage system structures throughout the public right of way within the area known as the K-8 Basin, extending to the nearest intersection, covering approximately 20,000 linear feet of road right-of-way. There are approximately 360 structures per the Village GIS data/Village wide Survey prepared by KCI This includes catch basins, curb inlets, manholes, pollution control boxes, drainage wells, and pump stations.

Drawings of the existing stormwater sewer gravity structures shall include:

- Identification number
- Structure type
- Horizontal coordinates
- Rim elevation
- Pipe information

- Material
- Size
- Direction
- Invert elevation
- Bottom of structure elevation

  The elevation and material of the wall at the location of the three identified existing outfall pipes in Hurricane Harbor will also be surveyed.

## 3.2 Record Information for Sanitary Sewer System

KCI shall provide record information of the gravity sanitary sewer system structures throughout the public right of way within the area known as the K-8 Basin, extending to the nearest intersection, covering approximately 20,000 linear feet of road right-of-way. There are approximately 160 structures per the Village GIS data/Village Wide Survey prepared by KCI. This includes manholes and grease traps. Services do not include cleanouts, sewer laterals, or any sanitary sewer force mains.

Drawings of the existing gravity sanitary sewer structures shall include:

- Identification number
- Structure type
- Horizontal coordinates
- Rim elevation
- Pipe information
- Material
- Size
- Direction
- Invert elevation
- Bottom of structure elevation

## 3.3 Bathymetric and Topographic Survey

KCI shall prepare a Topographic and Bathymetric Survey of an approximate 4.5-acre portion of Hurricane Harbor, as shown in the following exhibit:



Elevations shall be relative to the North American Vertical Datum of 1988 (NAVD '88). Horizontal location will be relative to the North American Datum of 1983, with a 2011 adjustment. Horizontal and vertical position shall be established using Global Positioning System (GPS) - Real Time Kinematic (RTK), base-rover methods, using the Florida Department of Transportation (FDOT), Florida Permanent Reference Network (FPRN), applying the Geoid l2b model; with an absolute accuracy of +/- 0.5 feet. Soundings will be taken with a dual frequency echosounder (HydroLite-DXF).

Piles, docks, sea walls, and other permanent features within the specified area shall be located only if accessible. KCI will not be obtaining elevations where there are docks and boats anchored within the survey limits. KCI will, to its best ability, locate said features and obtain record information of the existing outfall structures (to include pipe size, direction, material, and invert elevation). Two (2) Fifty-foot cross sections will be conducted, for each outfall, with a separation of 10 ft between the two sections.

**Key understanding:**
The following items are not included as part of the Bathymetric/Topographic Survey and Mapping scope of work.

- Boundary Survey
- Jurisdictional Wetlands Survey Document Processing for Recordation Tree Survey
- Sketch and Legal Description
- Mean High Water Line Survey
- Title Review
- Construction Layout
- As-Built Survey
- Plat Preparation
- County Plat Review
- Plat Processing for Recordation

**Deliverables:**
Bathymetric and Topographic Surveys in PDF and CADD format.

# Task 4 – Subsurface Utility Investigation

## 4.1 Subsurface Utility Investigation (Utility Designation)

KCI will perform Utility Designation services within the project limits, being approximately 3.8 miles of road right of way having approximately 4 different utilities to be designated (excluding stormwater and sanitary sewer, which is to be located and mapped under the Survey and Mapping tasks). Services will entail the utilization of geophysical equipment to designate and mark traceable underground utilities to determine the approximate horizontal location of existing utilities. Traceable utilities detected in the specified area will be marked on the surface with paint and flags using geophysical equipment which may include electromagnetic and ground penetrating radar (GPR) technologies. This work will be supplemented by existing facility records provided by the Village or the facility owner prior to the start of the marking process. The

combination of the record information and the use of the outlined approach and technology create the greatest opportunity for the existing utilities to be designated within the requested work areas. Materials such as PVC, HDPE, Transite, or Asbestos Cement pipes are not traceable with electronic locators and require Ground Penetrating Radar to detect subsurface anomalies to designate and mark. Ground Penetrating Radar can be affected by the subsurface water table, very wet sandy conditions, or clay soils and may not be able to detect subsurface anomalies needed to designate plastic or non-traceable utilities. The utilities designated and marked including any utilities shown on records that could not be designated with electronic locators or Ground Penetrating Radar will be depicted in the survey drawings deliverable.

### 4.2 Vacuum Excavation

KCI will provide Vacuum Excavation services within the project limits as specified by AECOM prior to commencement of work. This process will be done by using compressed air to break up the soil above existing utilities and then removing the soil with a 4" vacuum hose. These locations will be selected by AECOM to identify target utilities that require accurate depth measurements prior to the proposed construction. Test hole report forms will be provided, which indicate the depth to the top of utility, utility type, apparent size. and material as well as a tie-in sketch for location recovery. Restoration of the site will include compacting the material removed from the hole in six-inch lifts. Any paved surface will be repaired with cold patch asphalt, tamped in place.

**Key understanding:**
The cost estimate is based on 20 Test Holes Non-Paved and 30 Test Holes Paved w/Cold Patch. AECOM will revisit this assumption during the detailed design phase. If any additional Test Holes are required a proposal will be submitted for approval by the Village prior to commencement of any work.

**Deliverables:**
Subsurface Utility Locates to be included in the Topographic survey.

## Task 5 – Contamination Assessment

AECOM will perform a desktop contamination screening evaluation for the project alignment to identify areas of known contamination that could potentially impact the design and/or construction of the project. AECOM will search the Florida Department of Environmental Protection's (FDEP) Oculus Database and Miami-Dade County's Division of Environmental Resources Management's (DERM) Contaminated Sites Database for potential contaminated sites within 1,000 feet of the project site. The desktop screening will include review of databases, such as petroleum sites, dry cleaner sites, solid waste facilities, and Superfund sites. Screenings will focus primarily on contamination type, contamination levels, contamination migration patterns and/or potential impacts to the work areas or drill sites, which may require dewatering.

**Deliverables:**
Contamination Assessment Report in PDF format.

## Task 6 – Utility Coordination and Undergrounding Design

AECOM will coordinate with Village personnel to coordinate transmittals to Utility Companies and meet production schedules.

Expected Utilities:

3. AT&T
4. Comcast
5. Hotwire
6. Miami-Dade Water & Sewer Department (WASD)
7. Florida Power & Light (FPL)

AECOM shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO). AECOM shall notify the Village when all utility negotiations have been completed and arrangements have been made for utility work to be undertaken.

## Task 6.1 – Project Kickoff Meeting

Before any contact with the UAO(s), AECOM shall meet with the Village to receive guidance. AECOM shall bring a copy of the design project work schedule reflecting utility activities. AECOM shall be prepared to discuss the projects applied utility schedule logic and current UAO contact information.

## Task 6.2 – Identify Existing Utility Agency Owner(s)

AECOM shall identify Utility Agency Owners (UAOs) in the corridor and within and adjacent to the project limits that may be impacted by the project. Identification shall include the updated UAO contact information. AECOM shall contact Sunshine 811, perform a field visit, and review prior FDOT/Miami-Dade County/Village utility permits, reports, existing plans, and surveys provided.

## Task 6.3 – Make Utility Contacts

**First Contact (30%):** AECOM shall send letters and plans to each Utility Agency Owner (UAO), and one set to the Village Offices as required. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to the Village. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give a 4-week notice.

**Second Contact (60%):** AECOM shall transmit Phase II plans and the utility conflict information (when applicable and in the format requested by the Village) to each UAO having facilities located within the project limits.

**Third Contact (90/100%):** Identify agreements and assemble packages. AECOM shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the Village) and plans to the UAO(s). Include the design schedule.

## Task 6.4 – Individual/Field Meetings

AECOM shall meet with each UAO as necessary, separately (or together) throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) marked/RGB plans and work schedules.

## Task 6.5 – Collect and Review Plans and Data from UAO(s)

AECOM shall review UAOs marked plans and data individually as they are received and provide to the EOR

(designer) for inclusion in the plans. Forward all requests for UAO reimbursement and supporting documentation to the Village.

### Task 6.6 – Utility Design Meeting

AECOM shall schedule (time and place), notify participants, and conduct a Utility Design Meeting with all affected UAO(s). AECOM shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, and temporary traffic control plans (TTCP) (construction phasing).

### Task 6.7 – Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

AECOM shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the Village for review and comment if required. Coordinate with the Village for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

### Task 6.8 – Utility Coordination/Follow-up

AECOM shall provide utility coordination and follow-up. This includes follow-up, interpreting plans, and assisting the UAOs. Includes phone calls, face-to-face meetings, etc. AECOM shall keep accurate minutes of all meetings and distribute a copy to all attendees.

### Task 6.9 – Utility Undergrounding Design

AECOM will coordinate with FPL, AT&T, and Comcast to designate a utility corridor for their undergrounding design; the utility corridor will be coordinated with the AECOM's proposed underground and aboveground infrastructure design (roadway, stormwater drainage, potable water, sanitary sewer, and streetscape/landscape improvements). As part of this task, AECOM will review and implement the applicable design criteria from the Master Plan for Undergrounding Utilities prepared by Kimley-Horn in 2019.

**Deliverables:**
Utility coordination meeting notes

## Task 7 – Hydrology and Hydraulics

The objective of this task is performance of hydraulic modeling associated with final design configuration modifications and operational scenario testing. AECOM will provide the hydraulic design calculations for the proposed trunk lines, roadway drainage, pump station, and identify the required dissipator structures. These calculations will be incorporated into the Final Drainage Report and will be submitted to relevant regulatory agencies as a part of the permit applications, where applicable.

**Roadway Hydrology** – AECOM will prepare the following:

- **Permitting Criteria –** The proposed drainage design will meet water quality criteria and pre-post stormwater discharge criteria as per the SFWMD and Miami-Dade County DRER. In addition, recent statewide stormwater rules regarding nutrient loadings will also be adhered to. Any encroachment into the FEMA base flood elevation will be mitigated.

- **Design Criteria –** The proposed drainage design will meet Miami-Dade County and Village of Key Biscayne requirements regarding spread, flood protection, storm sewer design, and pipe design service life are adhered to.
- **Drainage Analysis –** The Drainage analysis will focus on several key components as follows:
  1) A mathematical model of the entire Basin will be created using the Interconnected Channel and Pond Routing Model (ICPR) software by Streamline Technologies to determine and describe the behavior of the basin during the 10-year, 24-hour and 100-year, 24-hour design storms. The results will be used to check flood protection and discharge rates for adherence to all applicable design criteria. The goal is to produce an all-in-one comprehensive ICPR model which will include the pump station and all the inlets, pipes, manholes, and mainline trunk lines within the entire basin.
  2) Drainage Map Hydrology: The drainage areas will be analyzed using survey data, existing plans, and the proposed roadway design to accurately describe and quantify the drainage flow patterns. This analysis will be used in developing the ICPR drainage model which, in turn, will be used to design a drainage system that will meet all applicable design criteria.
  3) Floodplain Compensation: The existing encroachment in the FEMA 100-year floodplain will be determined and it must be demonstrated that the proposed roadway and drainage design does not reduce the storage below the 100-year floodplain elevation.
  4) Design of Storm Drains: The developed ICPR model will be used to design all the inlets, manholes, and storm drains which will provide for the required flood protection, not increase any existing flood levels onto adjacent properties, and minimize impacts to existing trees and underground utilities.
  5) Optional Culvert Materials: The proposed storm sewers must be analyzed for susceptibility to corrosion and designed so that the proposed systems remain viable during the system's design service life.
  6) Drainage Design Documentation: A Drainage Design Report will be produced in which all the required design elements, assumptions, and results will be presented in such a way to satisfy the SFWMD, DRER, Miami-Dade County, and Village of Key Biscayne requirements.

**Deliverables:**
Drainage Design Report

# Task 8 – Environmental Surveys

## Task 8.1 – Marine Benthic Survey

Based on preliminary coordination with the National Oceanic and Atmospheric Administration National Marine Fisheries Service (NMFS), the agency will only accept seagrass surveys in Biscayne Bay from June 1 to September 30 (growing season). As part of the Basis of Design Report (BODR), AECOM conducted an absence/presence in-water review on March 20, 2023 to determine the potential presence of protected marine benthic resources (seagrass, coral, sponges, etc.). Based on the presence of nearby resources, a 100% cover marine benthic survey is required. Therefore, AECOM will prepare a project specific health and safety plan for the benthic assessment field work, which will be conducted using SCUBA due to the water depths being greater than six feet. The plan will be discussed with field staff prior to the field work and retained onsite for the duration of the field activities.

The benthic survey/assessment will be performed by AECOM scientists using SCUBA to identify and approximately locate the extent of protected marine benthic resources (such as seagrasses, corals, etc.) located at each of the three proposed discharge locations (outfalls at Biscayne Bay) for the stormwater outfalls. The survey area encompasses a footprint of approximately 40 feet (along the seawall) by 20 feet (waterward of the seawall) for each of the three (3) outfall locations. The field work is expected to take one (1) 10-hour day (including travel) to complete using five (5) qualified staff (two divers, safety diver, data collector and boat captain) and a vessel.

A technical memorandum will be produced to document the means/methods used and results of the survey. The memorandum will also include GIS maps depicting observed protected resources within each survey area and representative photographs.

This task also includes updating the previously prepared Essential Fish Habitat (EFH) Assessment and Marine Species Biological Assessment (BA) documents prepared for the BODR. The documents will be updated, as needed, per the results of the marine benthic survey for submittal with the permit application packages to the USACE, SFWMD and DRER.

### Task 8.2 – Upland Tree and Florida Bonneted Bat Survey

The proposed project may likely impact upland trees and/or palms within the project limits. These trees and palms will need to be identified, characterized, and mapped for permitting purposes. In addition, the project is within the US Fish and Wildlife Service (FWS) Consultation Area and Urban Bat Area for the Florida bonneted bat (FBB), a species protected under the Endangered Species Act. This task includes two 10-hr days with two AECOM scientists to survey/assess the trees to be impacted and to survey those trees for the presence of FBB roosting habitat. Approximate tree/palm height, depth at breast height (dbh), canopy width, and overall condition data will be collected for each tree being affected and an FBB roosting habitat visual survey will be conducted for any tree meeting the 2019 FWS FBB roosting habitat guideline thresholds. An attempt will be made to investigate existing tree/palm cavities with a pole-mounted scope. If the tree/palm cavity opening is inaccessible for the scope, an emergent or acoustic survey can be conducted. This task assumes that all existing cavities will be accessible to scope viewing. If an emergent or acoustic survey is determined to be required, the Village will be notified and a supplemental agreement will be submitted by AECOM to address this additional task, upon Village approval. The results of the tree/palm survey will be tabulated in table format and the trees/palms to be impacted will be mapped for permitting purposes. The FBB survey results will be included in a technical memorandum for submittal with the environmental impact permit application packages to the SFWMD and the USACE.

**Key Understandings:**

1. This scope does not include any mitigation fees. These fees cannot be determined at this time and are the responsibility of the client.
2. Preparation of a Seagrass Mitigation Plan or other mitigation plan are not included.
3. Preparation of a Coral Relocation plan is not included.

**Deliverables:**

1. Technical Memorandum
2. Updated EFH and BA documents
3. FBB Survey Technical Memorandum
4. Tree/Palm survey

## General Assumptions

- Unless otherwise noted, deliverables will be digital in PDF format.

## Schedule

All services shall be completed within 365 days of Notice to Proceed (NTP). This schedule is dependent upon timely reviews and comments by the Village.

| Task No. | Task Description | Estimated Completion from NTP |
|---|---|---|
| Task 0 | Modified Village-wide Modeling Alternatives | 120 days |
| Task 1 | Project Management | 365 days |
| Task 2 | Geotechnical Engineering Report | 120 days |
| Task 3 | Bathymetric/Topographic Surveying and Mapping | 120 days |
| Task 4 | Subsurface Utility Investigation | 120 days |
| Task 5 | Contamination Assessment | 120 days |
| Task 6 | Utility Coordination and Undergrounding Design | 365 days |
| Task 7 | Hydrology and Hydraulics | 365 days |
| Task 8 | Environmental Surveys | 365 days |

## Compensation

This is a fixed price lump sum contract based on the Terms and Conditions approved under the Professional Services Agreement between the Village of Key Biscayne and AECOM Technical Services, Inc. effective on June 4, 2020. The proposed fixed lump sum contract fee is **$926,923.60**. **Exhibit B** represents the breakdown of the tasks.

AECOM Technical Services, Inc.

| PROJ NAME: | Work Order #3A: Zone 1 (K-8 Basin) Pre-Design Services | | Project # | |
|---|---|---|---|---|
| Original | September 22, 2023 | Rev 1: <date> | Rev 2: <date> | |

| | | Principal-In-Charge | | Project Manager | | Assistant Project Manager | | Design Criteria Lead | | Senior Engineer | | Engineer | | Senior Hydrogeologist | | Senior Hydrodynamic Modeler | | Senior Scientist | | Scientist | | Admin/Tech. | | Labor Fee | | SUBCONSULTANTS | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | ACTIVITY | HRS | 130.00 REV | HRS | 200.00 REV | HRS | 175.00 REV | HRS | 240.00 REV | HRS | 150.00 REV | HRS | 125.00 REV | HRS | 215.00 REV | HRS | 200.00 REV | HRS | 185.00 REV | HRS | 135.00 REV | HRS | 80.00 REV | Labor QTY (HRS) | REV | KCI | Geosol | Irrigation | Total Subs Cost | Other Direct Costs (ODC's) | TOTAL FEE |
| Task 0 | Modified Villagewide Modeling Alternatives | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0.1 | Modification of Total Rainfall Depth (6 to 7 inches) | | | 2 | $400 | 32 | $5,600 | 2 | $480 | 32 | $4,800 | | | | | 8 | $1,600 | | | | | | | 76 | $12,880 | | | | | | |
| 0.2 | Rainfall Distribution Change | | | 2 | $400 | 32 | $5,600 | 2 | $480 | 32 | $4,800 | | | | | 8 | $1,600 | | | | | | | 76 | $12,880 | | | | | | |
| 0.3 | Optimize Pipe Sizes (After Modifications to Total Rainfall Depth and Distribut | | | 2 | $400 | 32 | $5,600 | 2 | $480 | 32 | $4,800 | | | | | 8 | $1,600 | | | | | | | 76 | $12,880 | | | | | | |
| 0.4 | Zone 1 Straight Pipe Easement | | | 2 | $400 | 32 | $5,600 | 2 | $480 | 32 | $4,800 | | | | | 8 | $1,600 | | | | | | | 76 | $12,880 | | | | | | |
| 0.5 | Zone 1 Straight Pipe Easement with No Velocity Dissipation | | | 2 | $400 | 32 | $5,600 | 2 | $480 | 32 | $4,800 | | | | | 8 | $1,600 | | | | | | | 76 | $12,880 | | | | | | |
| 0.6 | Zone 1 with Dissipator Box | | | 2 | $400 | 32 | $5,600 | 2 | $480 | 32 | $4,800 | | | | | 8 | $1,600 | | | | | | | 76 | $12,880 | | | | | | |
| 0.7 | Revise Curve Number | | | 2 | $400 | 32 | $5,600 | 2 | $480 | 32 | $4,800 | | | | | 8 | $1,600 | | | | | | | 76 | $12,880 | | | | | | |
| 0.8 | Review of Finished Floor Elevations | | | 2 | $400 | 32 | $5,600 | 2 | $480 | 32 | $4,800 | | | | | 8 | $1,600 | | | | | | | 76 | $12,880 | | | | | | |
| 0.9 | Update Cost Estimates for the Modified Alternatives | | | 2 | $400 | 32 | $5,600 | 2 | $480 | 32 | $4,800 | 20 | $2,500 | | | 8 | $1,600 | | | | | | | 96 | $15,380 | | | | | | |
| 0.10 | Finalize Alternative Analysis Drainage Assessment | 8 | $1,040 | 40 | $8,000 | 40 | $7,000 | 2 | $480 | | | 40 | $5,000 | | | 40 | $8,000 | | | | | | | 162 | $28,480 | | | | | | |
| | **Total Task 1** | **8** | **$1,040** | **56** | **$10,200** | **396** | **$69,300** | **20** | **$4,800** | **356** | **$53,400** | **100** | **$12,500** | **0** | **$0** | **224** | **$44,800** | **0** | **$0** | **0** | **$0** | **8** | **$640** | 418 | $71,880 | | | | | $1,433.20 | $73,080.20 |
| Task 1 | Project Management | | | | | | | | | | | | | | | | | | | | | | | 1208 | $205,680 | $0 | $0 | $0 | $0.00 | $4,113.60 | $209,793.60 |
| | Project Management (Summary Task) | 20 | $2,600 | 100 | $20,000 | 80 | $14,000 | 20 | $4,800 | | | | | | | | | | | | | 80 | $6,400 | 300 | $47,800 | | | | $0.00 | $956.00 | $48,756.00 |
| | **Total Task 1** | **20** | **$2,600** | **100** | **$20,000** | **80** | **$14,000** | **20** | **$4,800** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **80** | **$6,400** | **300** | **$47,800** | **$0** | **$0** | **$0** | **$0.00** | **$956.00** | **$48,756.00** |
| Task 2 | Geotechnical Engineering Report | | | | | | | | | | | | | | | | | | | | | | | 300 | $47,800 | $0 | $0 | $0 | $0.00 | $956.00 | $48,756.00 |
| | Reviewlcoordination | | | 8 | $1,600 | 8 | $1,400 | 8 | $1,920 | 8 | $1,200 | | | | | | | | | | | | | | | | | | | | |
| | **Total Task 2** | **0** | **$0** | **8** | **$1,600** | **8** | **$1,400** | **8** | **$1,920** | **8** | **$1,200** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **4** | **$320** | 36 | $6,440 | | $68,257.50 | | $68,257.50 | $129.80 | $74,826.30 |
| Task 3 | Bathymetric/Topographic Survey and Mapping | | | | | | | | | | | | | | | | | | | | | | | **36** | **$6,440** | **$0** | **$68,257.50** | **$0** | **$68,257.50** | **$129.80** | **$74,826.30** |
| | Reviewlcoordination | | | 4 | $800 | 8 | $1,400 | 16 | $3,840 | 22 | $3,300 | 30 | $3,750 | | | | | | | | | 4 | $320 | 84 | $13,410 | | | | $0.00 | $268.20 | $13,678.20 |
| 3.1 | Record Information of Stormwater System | | | | | | | | | | | | | | | | | | | | | | | 0 | $0 | $68,500.00 | | | $68,500.00 | $0.00 | $68,500.00 |
| 3.2 | Record Information for Sanitary Sewer System | | | | | | | | | | | | | | | | | | | | | | | 0 | $0 | $31,275.00 | | | $31,275.00 | $0.00 | $31,275.00 |
| 3.3 | Bathymetric and Topographic Survey | | | | | | | | | | | | | | | | | | | | | | | 0 | $0 | $24,000.00 | | | $24,000.00 | $0.00 | $24,000.00 |
| | **Total Task 3** | **0** | **$0** | **4** | **$800** | **8** | **$1,400** | **16** | **$3,840** | **22** | **$3,300** | **30** | **$3,750** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **4** | **$320** | **84** | **$13,410** | **$123,775.00** | **$0** | **$0** | **$123,775.00** | **$268.20** | **$127,453.20** |
| Task 4 | Subsurface Utility Investigation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Reviewlcoordination | | | 4 | $800 | 8 | $1,400 | 16 | $3,840 | 22 | $3,300 | | | | | | | | | | | | | | | | | | | | |
| 4.1 | Subsurface Utility Investigation (Utility Designation) | | | | | | | | | | | | | | | | | | | | | 4 | $320 | 54 | $9,660 | | | | $0.00 | $193.20 | $9,853.20 |
| 4.2 | Vacuum Excavation (assuming 50 test holes) | | | | | | | | | | | | | | | | | | | | | | | 0 | $0 | $106,870.00 | | | $106,870.00 | $0.00 | $106,870.00 |
| | **Total Task 4** | **0** | **$0** | **4** | **$800** | **8** | **$1,400** | **16** | **$3,840** | **22** | **$3,300** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **4** | **$320** | 0 | $0 | $56,000.00 | | | $56,000.00 | $0.00 | $56,000.00 |
| Task 5 | Contamination Assessment | | | | | | | | | | | | | | | | | | | | | | | **54** | **$9,660** | **$162,870.00** | **$0** | **$0** | **$162,870.00** | **$193.20** | **$172,723.20** |
| | Contamination Assessment (Summary Task) | | | 8 | $1,600 | | | | | 16 | $2,400 | 0 | $0 | | | | | 20 | $3,700 | 34 | $4,590 | | | 78 | $12,290 | | | | $0.00 | $245.80 | $12,535.80 |
| | **Total Task 5** | **0** | **$0** | **8** | **$1,600** | **0** | **$0** | **0** | **$0** | **16** | **$2,400** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **20** | **$3,700** | **34** | **$4,590** | **0** | **$0** | **78** | **$12,290** | **$0** | **$0** | **$0** | **$0.00** | **$245.80** | **$12,535.80** |
| Task 6 | Utility Coordination and Undergrounding Design | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.1 | Utility Coordination | | | 8 | $1,600 | 62 | $10,850 | 26 | $6,240 | | | 275 | $34,375 | | | | | | | | | 20 | $1,600 | 391 | $54,665 | | | | $0.00 | $1,093.30 | $55,758.30 |
| 6.2 | Undergrounding Design | | | 16 | $3,200 | 26 | $4,550 | 26 | $6,240 | 125 | $18,750 | 166 | $20,750 | | | | | | | | | 20 | $1,600 | 379 | $55,090 | | | | $0.00 | $1,101.80 | $56,191.80 |
| | **Total Task 6** | **0** | **$0** | **24** | **$4,800** | **88** | **$15,400** | **52** | **$12,480** | **125** | **$18,750** | **441** | **$55,125** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **40** | **$3,200** | **770** | **$109,755** | **$0** | **$0** | **$0** | **$0.00** | **$2,195.10** | **$111,950.10** |
| Task 7 | Hydrology and Hydraulics | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Hydrology and Hydraulics (Summary Task) | | | 20 | $4,000 | 42 | $7,350 | 42 | $10,080 | 140 | $21,000 | 190 | $23,750 | 152 | $32,680 | 152 | $30,400 | | | | | | | 744 | $130,160 | | | | $0.00 | $2,603.20 | $132,763.20 |
| | **Total Task 7** | **0** | **$0** | **20** | **$4,000** | **42** | **$7,350** | **42** | **$10,080** | **140** | **$21,000** | **190** | **$23,750** | **152** | **$32,680** | **152** | **$30,400** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **744** | **$130,160** | **$0** | **$0** | **$0** | **$0.00** | **$2,603.20** | **$132,763.20** |
| Task 8 | Environmental Surveys | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.1 | Marine Benthic Survey | | | 1 | $200 | 2 | $350 | 2 | $480 | | | | | | | | | 26 | $4,810 | 50 | $6,750 | | | 81 | $12,590 | | | | $0.00 | $251.80 | $12,841.80 |
| 8.2 | Upland Tree and Florida Bonneted Bat Survey | | | 1 | $200 | 2 | $350 | 2 | $480 | | | | | | | | | 40 | $7,400 | 34 | $4,590 | | | 79 | $13,020 | | | | $0.00 | $260.40 | $13,280.40 |
| | **Total Task 8** | **0** | **$0** | **2** | **$400** | **4** | **$700** | **4** | **$960** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **66** | **$12,210** | **84** | **$11,340** | **0** | **$0** | **160** | **$26,610** | **$0** | **$0** | **$0** | **$0.00** | **$512.20** | **$26,122.20** |
| | TOTAL | 28 | $ 3,640.00 | 264 | $ 52,800.00 | 630 | $ 110,250.00 | 174 | $ 41,760.00 | 695 | $ 104,250.00 | 761 | $ 95,125.00 | 152 | $ 32,680.00 | 376 | $ 75,200.00 | 20 | $3,700.00 | 34 | $4,590.00 | 140 | $ 11,200 | 3434 | $560,805.00 | $ 296,645.00 | $ 68,257.50 | $ - | $ 364,902.50 | $ 11,216.10 | $ 926,923.60 |

| EXHIBIT B - COMPENSATION | | Labor Fee | Other Direct Costs (ODC's) | Subconsultant Fee | Total Fee |
|---|---|---|---|---|---|
| Task 0 | Modified Village-wide Modeling Alternatives | $205,680.00 | $4,113.60 | $0 | $209,793.60 |
| Task 1 | Project Management | $47,800.00 | $956.00 | $0 | $48,756.00 |
| Task 2 | Geotechnical Engineering Report | $6,440.00 | $128.80 | $68,257.50 | $74,826.30 |
| Task 3 | Bathymetric/Topographic Survey and Mapping | $13,410.00 | $268.20 | $123,775.00 | $137,453.20 |
| Task 4 | Subsurface Utility Investigation | $9,660.00 | $193.20 | $162,870.00 | $172,723.20 |
| Task 5 | Contamination Assessment | $12,290.00 | $245.80 | $0 | $12,535.80 |
| Task 6 | Utility Coordination and Undergrounding Design | $109,755.00 | $2,195.10 | $0 | $111,950.10 |
| Task 7 | Hydrology and Hydraulics | $130,160.00 | $2,603.20 | $0 | $132,763.20 |
| Task 8 | Environmental Surveys | $25,610.00 | $512.20 | $0 | $26,122.20 |
| **TOTAL** | | **$560,805.00** | **$11,216.10** | **$354,902.50** | **$926,923.60** |

AECOM
2 Alhambra Plaza, Suite 900
Coral Gables, Florida 33134

February 21, 2022
(Revised March 21, 2023)

Attention: Mr. Erik M. Alcantara, P.E.

Re: **Proposal for Geotechnical Services**
Village of Key Biscayne
K-8 School Drainage Improvements Project
Village of Key Biscayne, Florida
GEOSOL Proposal No. P-222116-R2

Dear Mr. Alcantara:

In accordance with you requests, Geosol, Inc. (GEOSOL) is pleased to submit this revised proposal pertaining to geotechnical services for the above-referenced project, based on information you provided to us. This proposal has been revised based on our discussions with Mr. Evelio Chavez, P.E. on March 6, 2023.

## PROJECT INFORMATION

As we understand it, the Village of Key Biscayne is planning to provide stormwater drainage improvements surrounding the K-8 School. As we understand it, the proposed improvements will include the following:

1. Installation of 60-inch Reinforced Concrete Pipe (RCP) drainage trunk with a length of approximately 6,200 linear feet,
2. Roadway reconstruction along the alignment of the proposed RCP drainage trunk,
3. Installation of three (3) outfalls with a dissipator structure at each outfall location,
4. Installation of a 267 CFS pump station

## SCOPE OF SERVICES

### General

Based on your request and our understanding of the scope of services, the geotechnical field services will include Standard Penetration Test (SPT) borings in accordance with ASTM D-1586. Upon termination of the borings, all holes will be backfilled with grout to the ground surface and the site will be restored to its original condition. The geotechnical field exploration and testing programs are detailed in the following sections.

### Field Exploration and Laboratory Testing Programs

- Perform site reconnaissance, locate and coordinate for existing utilities that may interfere with the drilling operations.
- Obtain a Right of Way permit from the Village of Key Biscayne to perform the soil borings.
- Provide traffic control in accordance with the Index 600 series of the FDOT Roadway and Traffic Design Standards.
- Perform a total of thirteen (13) Standard Penetration Test (SPT) borings on land to depths of 30 feet below existing grades for the proposed 60-inch RCP drainage truck at a general spacing of about 500 feet center-to-center
- Perform a total of thirteen (13) SPT borings on land to depths of 15 feet below existing grades for the proposed roadway reconstruction

GEOSOL, Inc.
5795-A N.W.151st Street
Miami Lakes, FL 33014
Phone (305) 828-4367; Fax (305) 828-4235
E-mail: geosolusa@bellsouth.net

- Perform a total of three (3) SPT borings on land to depths of 50 feet below existing grades for the proposed outfalls and dissipator structures
- Perform a total of two (2) SPT borings on land to depths of 80 feet below existing grades for the proposed pump station
- Measure the groundwater levels at the test boring locations.
- Backfill the boreholes using cement grout mix.
- Visually examine all recovered soil/rock samples in the laboratory. A geotechnical engineer will examine all recovered soil and rock samples. The laboratory testing will include natural moisture content, grain-size analysis, percent passing the #200 sieve, organic content determination, Limerock Bearing Ratio (LBR) testing, Atterberg limits testing, and corrosion series testing (pH, resistivity, sulfates and chlorides). The tests will be conducted in accordance with applicable ASTM and FDOT standards.

We understand that the test locations on land are accessible to a truck-mounted drill rig. Samples of the in-place materials will be recovered with a standard split barrel drive with 140-pound hammer falling 30 inches (the Standard Penetration Test after ASTM D1586). The borings will be advanced with rotary drilling methods.

## REPORTING

Using the results of the field exploration, we will assess the geotechnical engineering impact of the subsurface conditions on the planned construction and provide recommendations for foundation design and related construction. A geotechnical engineering report of our findings and recommendations will be prepared and submitted at the conclusion of the study. The report will be prepared, signed and sealed by a professional engineer registered in the State of Florida. The report will specifically contain the following information:

1. A plan of the site showing the location of the test locations.
2. A brief review of our test procedures and the results of the testing conducted.
3. Estimated subsurface profiles as necessary to illustrate subsurface conditions including standard penetration resistance test data and groundwater levels.
4. A review of surface features and site conditions that could affect construction and site preparation.
5. General evaluation of the site considering the proposed project and estimated subsurface conditions.
6. Recommendations for site preparation and construction of compacted fills or backfills.
7. Results of laboratory testing.
8. Anticipation of groundwater levels and methods for handling it during construction.
9. Derivation of soil/rock parameters for the design of the proposed improvements.
10. Foundation analysis and recommendations for the proposed improvements.
11. Construction considerations.

## SCHEDULE

Our study can begin within one (1) day upon receiving your formal notice to proceed. We will begin by calling SunShine One Call Services to have underground utilities marked and cleared and will proceed to obtain a Right-of-Way permit from the Village of Key Biscayne. This task typically takes up to ten (10) working days. Based on geotechnical scope of services requested, we anticipate that the required services can be completed within a 9-to 10-week period after receiving Notice to Proceed. This includes marking of test locations in the field, underground utility clearances, field work, laboratory testing, and report preparation. However, we will expedite our services as much as possible.

## FEES

We have enclosed the detailed Fee Proposals for your review. Based on our general knowledge and an interpretation of your requirements, we are willing to complete the geotechnical services and report preparation for a lump sum fee of **$68,257.50**.

If this proposal is found satisfactory, please sign and return the attached "Acceptance Sheet of Geotechnical Services" so that we may proceed with our work.

GEOSOL appreciates your consideration of our firm to undertake this project. If you have any questions, please do not hesitate to contact us.

Sincerely,
**GEOSOL, INC.**

Oracio Riccobono, P.E.
Senior Geotechnical Engineer/President

Attachment 1 - Fee Proposal

## ACCEPTANCE SHEET OF GEOTECHNICAL SERVICES

AGREED TO THIS _____ DAY OF _____, 2023

BY: _____

PLEASE PRINT NAME: _____

TITLE: _____

FIRM: _____

GEOSOL, inc.

# GEOSOL, INC.

## FEE PROPOSAL FOR GEOTECHNICAL SERVICES

### Village of Key Biscayne

### K-8 School Drainage Improvements Project

### Village of Key Biscayne, Florida

**GEOSOL PROPOSAL No. P-222116-R2**

| DESCRIPTION | UNITS | # OF UNITS | UNIT RATE ($) | TOTAL $ |
|---|---|---|---|---|
| **1. FIELD INVESTIGATION** | | | | |
| ***1A) FIELD ACTIVITIES:*** | | | | |
| ***13 SPT borings on land to depths of 30 feet below existing grades for the proposed 60-inch RCP drainage trunk*** | | | | |
| ***13 SPT borings on land to depths of 15 feet below existing grades for the proposed roadway reconstruction*** | | | | |
| ***3 SPT borings on land to depths of 50 feet below existing grades for the proposed outfalls and dissipator structures*** | | | | |
| ***2 SPT borings on land to depths of 80 feet below existing grades for the proposed pump station*** | | | | |
| *SPT Borings (0 ft to 50 ft), Land: 13 SPT Boring to 30 feet in Depth for Proposed 60-inch RCP Drainage Trunk* | FEET | 390.0 | $18.00 | $7,020.00 |
| *SPT Borings (0 ft to 50 ft), Land: 13 SPT Boring to 15 feet in Depth for Proposed Roadway Reconstruction* | FEET | 195.0 | $18.00 | $3,510.00 |
| *SPT Borings (0 ft to 50 ft), Land: 3 SPT Boring to 50 feet in Depth for Proposed Outfalls and Dissipator Structures* | FEET | 150.0 | $18.00 | $2,700.00 |
| *SPT Borings (0 ft to 50 ft), Land: 2 SPT Boring to 50 feet in Depth for Proposed Pump Station* | FEET | 100.0 | $18.00 | $1,800.00 |
| *SPT Borings (51 ft to 80 ft), Land: 2 SPT Boring to 50 feet in Depth for Proposed Pump Station* | FEET | 60.0 | $22.00 | $1,320.00 |
| *Closing Holes = (total depth of SPT boring)* | FEET | 895.0 | $7.50 | $6,712.50 |
| *Engineering Technician (Test Layout, Utility Clearances, and MOT)* | HOUR | 36 | $95.00 | $3,420.00 |
| ***SUB-TOTAL (for FIELD INVESTIGATION)*** | | | | $26,482.50 |
| ***1B) MOBILIZATION/DEMOBILIZATION & MOT COORDINATION*** | | | | |
| *Mobilization of truck mounted rig* | EACH | 9.0 | $400.00 | $3,600.00 |
| *Cones, Sign, Flags, Barricades, Arrow Board* | DAY | 14.0 | $250.00 | $3,500.00 |
| *Off-Duty Police Officer* | HOURS | 112.0 | $65.00 | $7,280.00 |
| ***SUB-TOTAL (MOB/DEMOB, & MOT COORDINATION)*** | | | | $14,380.00 |
| ***1B) LABORATORY PROGRAM*** | | | | |
| *Soil Classification per ASTM D-3282 and D-2487* | EACH | 31.0 | $105.00 | $3,255.00 |
| *Grain Size per AASHTO T-27 including -200 wash* | EACH | 25.0 | $55.00 | $1,375.00 |
| *Material Finer than 200 Sieve per ASTM C-117* | EACH | 25.0 | $45.00 | $1,125.00 |
| *Organic Content Test/Limerock per AASHTO T-267* | EACH | 15.0 | $45.00 | $675.00 |
| *Moisture Test* | EACH | 25.0 | $15.00 | $375.00 |
| *Liquid Limit per ASTM D-4318 (Atterberg Limits)* | EACH | 10.0 | $95.00 | $950.00 |
| *Limerock Bearig Ratio (LBR)* | EACH | 4.0 | $375.00 | $1,500.00 |
| *Corrosion Testing including resistivity, chlorides, pH and sulfates in accordance with California Method 643-7 or FDOT 5-550 to FM 5-553* | EACH | 6.0 | $150.00 | $900.00 |
| ***SUB-TOTAL (LABORATORY PROGRAM)*** | | | | $10,155.00 |
| **TOTAL FIELD INVESTIGATION** | | | | $51,017.50 |
| **3. ENGINEERING SERVICES** | | | | |
| *Project Engineer* | HOUR | 32 | $180.00 | $5,760.00 |
| *Senior Manager* | HOUR | 12 | $205.00 | $2,460.00 |
| *Engineering Intern* | HOUR | 54 | $110.00 | $5,940.00 |
| *C.A.D. Technician* | HOUR | 32 | $80.00 | $2,560.00 |
| *Administrative Assistant* | HOUR | 8 | $65.00 | $520.00 |
| **TOTAL ENGINEERING SERVICES** | | | | $17,240.00 |
| **TOTAL GEOTECHNICAL FEES FOR PROJECT** | | | | $68,257.50 |

# PROFESSIONAL SERVICES AGREEMENT

March 21, 2023

AECOM
2 Alhambra Plaza
Suite 900
Coral Gables, FL, 33134
305-444-4691
erik.alcantara@aecom.com

AECOM Authorized Representative: Erik M. Alcantara, P.E., PMP, ENV SP
*Client Service Manager/Senior PM, Water Business Line*

Subject: K-8 Basin Survey *("Project")*
KCI Project Number: TBD

KCI Technologies, Inc. ("KCI") is pleased to submit this professional services proposal (the "Proposal") to AECOM ("Client") for the services (the "Services") described in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the General Provisions (see **Exhibit A**) and all other exhibits attached hereto. If this Proposal is accepted and executed by Client, then the General Provisions and other exhibits, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

## SCOPE OF SERVICES

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

### Task 1 - Storm Water Drainage Sewer As-builts

KCI shall provide As-builts of the stormwater drainage system structures throughout the public right of way within the area known as the K-8 Basin, extending to the nearest intersection, covering approximately 28,000 linear feet of road Right of Way, as shown in **Attachment 'A'**. There are approximately 360 structures per the Village GIS data/Village wide Survey prepared by KCI Technologies, Inc. This includes including catch basins, curb inlets, manholes, pollution control boxes, drainage wells, and pump stations. Outfall structures leading into Biscayne Bay shall not be included in this task.

As-builts of the stormwater sewer gravity structures shall include:

- Identification number
- Structure type
- Horizontal coordinates
- Rim elevation
- Pipe information
  - Material
  - Size
  - Direction
  - Invert elevation
- Bottom of structure elevation

**Deliverables:**

- A table of the measurements in excel format
- An AutoCAD file with the location and identification number of each structure, relative to the previous survey work prepared by KCI

*All survey work shall be performed in accordance with the Standards of Practice as set forth by the Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.*

KCI's Lump Sum Fee for this service shall be.....$68,500.00

**Task 2 - Sanitary Drainage Sewer As-builts**

KCI shall provide As-builts of the sanitary drainage system structures throughout the public right of way within the area known as the K-8 Basin, extending to the nearest intersection, covering approximately 28,000 linear feet of road Right of Way, as shown in **Attachment 'A'**. There are approximately 160 structures per the Village GIS data/Village Wide Survey prepared by KCI Technologies, Inc. This includes including manholes and grease traps. Services do not include cleanouts, sewer laterals, or any sanitary sewer force mains.

As-builts of the sanitary sewer gravity structures shall include:

- Identification number
- Structure type
- Horizontal coordinates
- Rim elevation
- Pipe information
  - Material
  - Size
  - Direction
  - Invert elevation
- Bottom of structure elevation

**Deliverables:**

- A table of the measurements in excel format.
- An AutoCAD file with the location and identification number of each structure, relative to the previous survey work prepared by KCI.

*All survey work shall be performed in accordance with the Standards of Practice as set forth by the Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.*

KCI's Lump Sum Fee for this service shall be.....$31,275.00

**Task 3 - Subsurface Utility Investigation (Utility Designation)**

KCI will perform Utility Designation services within the project limits, being approximately 28,000 linear feet of road right of way having approximately 4 different utilities to be designated (excluding stormwater and sanitary sewer, which is to be located and mapped under the Survey and Mapping tasks). Said limits being the area known as the K-8 Basin, extending to the nearest intersection, as shown in **Attachment 'A'**. Services which entail the utilization of geophysical equipment to designate and mark traceable underground utilities to determine the approximate horizontal location of existing utilities. Traceable utilities detected in the specified area will be marked on the surface with paint & flags using geophysical equipment which may include electromagnetic and ground penetrating radar (GPR) technologies. This work will be supplemented by existing facility records provided by the client or the facility owner prior to the start of the marking process. The combination of the record information and the use of the outlined approach and technology create the greatest opportunity for the existing utilities to be designated within the requested work areas. Materials such as PVC, HDPE, Transite or Asbestos Cement pipes are not traceable with electronic locators and require Ground Penetrating Radar to detect subsurface anomalies to designate & mark. Ground Penetrating Radar can be affected by the subsurface water table, very wet sandy conditions, or clay soils and may not be able detect subsurface anomalies needed to designate plastic or non-traceable utilities. A field sketch will be provided depicting the utilities designated and marked including any utilities shown on records that could not be designated with electronic locators or Ground Penetrating Radar.
Fees shown hereon include the location of said utility markings and added to the previous survey prepared by KCI.

***Please Note**: Use of this service does not relieve the client of their responsibility to notify local One Call services prior to construction.*

*All S.U.E. Technicians involved in the completion of the requested utility designation services are UTA certified Professional Utility Locators and hold OSHA certifications for jobsite safety, maintenance of traffic and confined space entry.*

*All survey work shall be performed in accordance with the Standards of Practice as set forth by he Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.*

Lump Sum fee for these services shall be.....$106,870.00

**Task 4 – Subsurface Utility Investigation (Vacuum Excavation)**

KCI will provide Vacuum Excavation services within the project limits as specified by the client prior to commencement of work. This process will be done by using compressed air to break up the soil above existing utilities and then removing the soil with a 4" vacuum hose. These locations will be selected by the client to identify target utilities that require accurate depth measurements prior to the proposed construction. Test hole report forms will be provided which indicate the depth to the top of utility, utility type, apparent size and material as well as a tie in sketch for location recovery. Restoration of the site will include compacting the material removed from the hole in six-inch lifts. Any paved surface will be repaired with cold patch asphalt, tamped in place.

***Please Note:*** *Use of this service does not relieve the client of their responsibility to notify local One Call services prior to construction.*

*All S.U.E. Technicians involved in the completion of the requested utility designation services are UTA certified Professional Utility Locators and hold OSHA certifications for jobsite safety, maintenance of traffic and confined space entry.*

*All survey work shall be performed in accordance with the Standards of Practice as set forth by the Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.*

Unit fee for these services shall be:

| | |
|---|---|
| Test Hole Non-Paved | $1,000.00 each |
| Test Hole Paved w/Cold Patch | $1,200.00 each |

**Task 5 - Topographic and Bathymetric Survey**

KCI shall prepare a Topographic and Bathymetric Survey of an approximate 4.5-acre portion of Hurricane Harbor, as shown in **Attachment 'B'**. Elevations shall be relative to the North American Vertical Datum of 1988 (NAVD '88). Horizontal location will be relative to the North American Datum of 1983, with a 2011 adjustment. Horizontal & vertical position shall be established using Global Positioning System (GPS) - Real Time Kinematic (RTK), base-rover methods, using the Florida Department of Transportation (FDOT), Florida Permanent Reference Network (FPRN), applying the Geoid 12b model; with an absolute accuracy of +/- 0.5 feet. Soundings will be taken with a dual frequency echosounder (HydroLite-DXF).

Piles, docks, sea walls, and other permanent features within the specified area shall be located only if accessible. KCI will not be obtaining elevations where there are docks and boats anchored within the survey limits. KCI will, to its best ability, locate said features and obtain as-builts of the existing outfall structures (to include pipe size, direction, material, and invert elevation). Twenty-five-foot cross sections, centered at each outfall, and extending out 75 feet shall be provided.

**Deliverables include:**

- Digital Terrane Model (DTM) in an xml format.
- Plotted cross sections in plan view.
- 2018 AutoCAD Civil 3D file with DTM and plan view cross sections.
- ASCII file with point number, northing, easting, elevation of the sea floor.
- 3 signed & sealed copies of the Bathymetric Survey.

*All survey work shall be performed in accordance with the Standards of Practice as set forth by the Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.*

KCI's Lump Sum Fee for this service shall be.....$24,000.00

## FEES AND PAYMENTS

The listed fees are for the performance of the Services listed in the Scope of Services above and do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

## ADDITIONAL SERVICES

Experience indicates that certain additional services ("Additional Services") may be appropriate, required, or necessary that KCI cannot presently determine or estimate. For this reason, the fee for Additional Services is not included in the "Fees and Payments" section of this Proposal. Further, the performance of these Additional Services is not included in the Scope of Services unless expressly described in that section of this Proposal.

These Additional Services are the result of many situations and decisions too numerous to include here but two such examples are your decision, or your contractor's, to deviate from current plans or standards, or a reviewing agency/regulator determination. For clarity, Additional Services, for the purposes of this Proposal, include the common understanding and purpose of the terms: extras, change orders, and add-ons.

## FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in written amendment when the Additional Services are ordered by the Client.

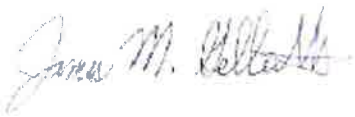
## CONCLUSION

KCI welcomes the opportunity to collaborate with *AECOM* on the K-8 Basin Survey project. The KCI point of contact ("POC") if you have questions about this Proposal, the General Provisions, or any other attachment is Benjamin Hoyle, PSM who may be contacted at either 954-776-1616 or Benjamin.Hoyle@kci.com.

Respectfully,



**Benjamin B. Hoyle, PSM**
**KCI Technologies, Inc.**
**Survey Practice Leader**



**James Gellenthin, PSM**
**KCI Technologies, Inc.**
**Chief of Surveys**

## ACCEPTANCE

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Technologies, Inc.

The person executing this Proposal on behalf of the Client does hereby warrant that he/she has full authority to do so. Unless otherwise identified in Section 18, NOTICES, Client agrees that the person executing this Proposal will be the designated recipient.

This contract will go into effect as of the date of the signature below.

Please provide a copy of the signed contract to the KCI POC.

_____
Name

_____
Title

_____
Date

# EXHIBIT A

# GENERAL PROVISIONS

**These General Provisions are incorporated by reference in the Proposal for the performance of Services by KCI as of the date of the executed Proposal.**

## 1. START OF SERVICES

KCI will not provide Services until Client executes the Proposal creating a contract. However, if Client fails to return an executed copy of the contract ("Agreement") to KCI and Client requests and authorizes KCI to proceed with Services, the terms and conditions of this Agreement will be in force and govern the Services and the relationship of the parties.

## 2. ADJUSTMENTS TO FEE AND TIME

Fees quoted in the Proposal are based on current salaries, operational costs and the Services as initially presented by Client. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and KCI may adjust the estimates as necessary once Services commence if the Services are not as originally described or anticipated. KCI will not perform the Services requiring an adjustment to the estimates without written approval from Client.

Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by the Client or documents provided by the Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called Changed Conditions, KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI's notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI of how to proceed with the Services.

Although KCI will attempt to complete all Services in a timely fashion, KCI does not guarantee, expressed or implied, the time when Services are completed. If applicable, KCI will coordinate with the Client in scheduling and performing the Services to avoid conflict, delay in or interference with Client's work or others performing at the project site.

## 3. CONDUCT OF THE SERVICES

If applicable to the Services, all concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) business days of receipt, the plans shall be deemed approved by Client. After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

If applicable to the Services, any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the Services.

## 4. STANDARD OF CARE

KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement. KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

## 5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's Services under this Agreement at no cost to KCI unless otherwise defined in the Proposal. If applicable to the Services, Client represents, warrants and covenants that it possesses either (1) valid title and ownership interests in, or (2) the right to transfer, assign or encumber, the real property or parcel(s) of land that is the focus of or is related to the Services.

If applicable to the Services, if Client possesses neither valid title and ownership interests in, nor the right to transfer, assign or encumber, the real property or parcel(s) of land related to the Services, one of the following conditions must be fulfilled by Client within ten (10) business days after receipt of a fully executed copy of this Agreement:

i. Client must secure express written authorization from the rightful owner of the property that (1) grants KCI the right to provide the Services on or about the property or parcel(s) in question; and (2) acknowledges and affirms the entire terms of this Agreement and the range of Services rendered by KCI; or

ii. Client must pay an additional fee to KCI in an amount equal to thirty percent (30%) of the gross contract before KCI commences the Services.

KCI warrants that its personnel providing the Services are appropriately skilled and licensed in the State in which the Project is located.

If applicable to the Services, when KCI Services require KCI personnel or subconsultants to be at a project site, KCI agrees it and its subconsultants will comply with the Client's or any of Client's contractors or representative's reasonable health and safety requirements, which will be provided to KCI at least ten (10) business days prior to arrival on the project site. KCI shall not be responsible for any health and safety precautions or programs of Client or any of Client's contractors or representatives.

If applicable to the Services, neither the professional activities of KCI, nor the presence of KCI or its employees and subconsultants at a project site, shall relieve the Client, or the Client's General Contractor or, as applicable, any other third party engaged by the Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the project documents and any health or safety precautions required by any regulatory agencies. KCI and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that it, its General Contractor or any other third party engaged by the Client shall be solely responsible for jobsite health and safety and warrants that this intent shall be carried out in the Client's contract with those other entities.

## 6. DOCUMENTS

Upon final payment, KCI hereby assigns to Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary rights, to the Documents and Materials created by KCI specifically for Client hereunder and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Services. Documents and Materials are the documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

Until final payment and during the provision of Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.

Where the Documents and Materials are marked with KCI's copyright notices or other indicia or authorship, Client may not remove or modify any such marking without the prior written permission of KCI during the duration of the Project or anytime thereafter (including after any assignment has been effectuated). Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

Client will include in all contracts in any way related to the Services provisions prohibiting another entity, including a contractor or any subcontractors of any tier, from making any changes or modifications to KCI's Documents and Materials without the prior written approval of KCI, prohibiting the removal of KCI's copyright notices and other markings, and requiring the other party to indemnify KCI from any and all liability or cost arising from unauthorized changes or modifications.

Client assumes full responsibility and liability for all unauthorized changes and modifications to the Documents and Materials by itself or any third party after final payment to KCI.

If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted on the hard copies of such Documents or Materials, the hard copies shall govern.

## 7. INDEMNIFICATION AND LIABILITY

KCI shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages, and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

KCI shall indemnify, defend and hold harmless the Client, its officers, directors, and employees, from and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. The duty to defend shall not apply to professional liability claims.

The foregoing defend, hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by KCI's insurance.

The Client agrees to indemnify and hold harmless KCI, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Services and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. This Client indemnification and hold harmless includes damages, liabilities or costs arising from or relating to: slander of title or disparagement of property claims referenced in Section 5, RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY; changes/modifications to Documents and Materials referenced in Section 6, DOCUMENTS; fees and expenses including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys' fees KCI incurs as a result of late-payment referenced in Section 10, PAYMENTS; and, where applicable, any loss or damage to KCI or third parties' personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Neither the Client nor KCI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

If applicable to the Services, Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

To the fullest extent permitted by law, the total liability, in the aggregate, of KCI and its officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed $25,000 or the total compensation received by KCI under this Agreement, whichever is the lesser.

Neither party shall have liability for special, incidental, or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action. If Client is subject to liquidated damages, then Client agrees to waive any potential claim against KCI for liquidated damages unless, pursuant to a final determination consistent with Section 12, DISPUTE RESOLUTION, KCI is found to be at least partially at fault, then KCI agrees to pay is proportionate share of liquidated damages.

If applicable to the Services, Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of KCI's sole negligence.

If applicable to the Services, Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF KCI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

## 8. INSURANCE

KCI maintains at least the following insurance: 1) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate; 2) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over its employees providing the Services to the required statutory amount; 3) Automobile Liability Insurance with a combined single limit of two million dollars ($2,000,000); and 4) Professional Liability Insurance in the amount of at least two million dollars ($2,000,000). Certificates of insurance may be provided upon request.

## 9. CONFIDENTIALITY

The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which

was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

Confidential Information produced or provided by either party relating to the Project shall not be released to other parties or the subject of any public announcement or publicity release without the other party's written authorization. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a publication as stated herein.

Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement.

## 10. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full for undisputed amounts no later than thirty (30) days after receipt or, if applicable, fifteen (15) days after Client receives payment for the Services invoiced by KCI. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing this Agreement. KCI does not agree to any retainage or withholding unless specifically agreed to in writing.

If any invoiced amount is disputed, Client will provide a detailed written explanation of the dispute and the parties agree to follow the dispute process in Section 12, DISPUTE RESOLUTION. Both parties agree to continue fulfilling the obligations of this Agreement during resolution of the dispute.

If undisputed amounts of an invoice remain unpaid for more than sixty (60) days from the date of the invoice, KCI, at its discretion and as allowable by law, may impose any or all of the following remedies: (1) apply a service charge of one and one half percent (1.5%) per month, eighteen percent (18%) per annum; (2) stop all Services, provided Client is given three (3) business days prior written notice to cure; (3) withdraw all certifications and plans previously submitted; (4) assert a lien on the property; (5) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (6) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

As full and complete compensation for the Services, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities that are applicable to the Services, Client shall pay the KCI invoices. KCI shall be responsible for the payment of all taxes covering the Services, including the payment of all applicable taxes covering its employees.

## 11. TERMINATION

Upon three (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole discretion. Upon termination for convenience, neither party

shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.

Upon payment for all Services performed through the date of termination for convenience, neither party shall have any further claim for any type of damages and this Agreement will be deemed completed as of the date of the termination for convenience as if the Services included only those Services completed through the date of the termination for convenience.

Either party may terminate this Agreement for cause should the other party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating party shall give written notice to the intended terminated party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notification. If the intended terminated party fails to take substantial steps in the time allotted, the other party may immediately terminate this Agreement.

## 12. DISPUTE RESOLUTION

The parties agree that all claims, disputes, and other matters ("Claims") in question between the parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each party. If after thirty (30) business days the Claim remains unresolved, then the parties agree to submit the Claim for confidential, non-binding mediation with both parties agreeing to the mediator no later than forty-five (45) days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claims that is subject to mediation between the parties. The parties agree to fully cooperate and participate in good faith to resolve the Claims. No written or verbal representation made by either party in the course of any discussions attempting to resolve the Claims or other settlement negotiations shall be deemed to be a party admission. Both parties agree that the choice of law shall be the laws of the State of the KCI office executing the Agreement, regardless of any other choice of law provisions.

If mediation fails to resolve the Claims within six (6) months, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in the County or City of the State of the KCI office executing the Agreement. Prior to the exercise of this right, the party seeking judicial relief shall provide the other party thirty (30) days' prior written notice before filing such judicial action.

## 13. CERTIFICATE OF MERIT

Either consistent with the applicable Certificate of Merit statute or pursuant to this Agreement, Client shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Client shall have first provided KCI with written certification executed by an independent engineer licensed in the State where the Services are being performed, specifying each and every act or omission that the certifier contends constitutes a violation of the standard of care consistent with Section 4, STANDARD OF CARE. Such certificate shall be provided thirty (30) days prior to the presentation of any such claim or the institution of any dispute resolution process pursuant to Section 12, DISPUTE RESOLUTION.

## 14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a) and 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

**15. ASSIGNMENT, DELEGATION, AND SUBCONTRACT**

Neither party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other party and levels of performance at least equal to those provided for in this Agreement.

**16. THIRD PARTY BENEFICIARY**

The parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

**17. FORCE MAJEURE**

If and to the extent that either party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

**18. NOTICES**

All notices shall be sufficient if delivered in person, or sent by certified mail receipt requested or email to the party's designated recipient at the following:

AECOM:
Erik M. Alcantara, Client Service Manager/Senior PM, Water Business
2 Alhambra Plaza
Suite 900
Coral Gables, FL, 33134
305-444-4691
erik.alcantara@aecom.com

KCI:
Benjamin Hoyle, PSM, Survey Practice Leader
1425 W. Cypress Creek Rd, suite 101
Fort Lauderdale, FL 33309
954-776-1616
Benjamin.Hoyle@kci.com

Unless otherwise identified above, Client agrees that the person executing this contract will be the designated recipient.

Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via certified mail, or two (2) business days after the date of the email.

Changes in the designated recipient and/or contract information from the above will not be effective until such time as written notice is provided to the other party in accordance with this Section 18.

## 19. MISCELLANEOUS

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client.

The failure of either party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

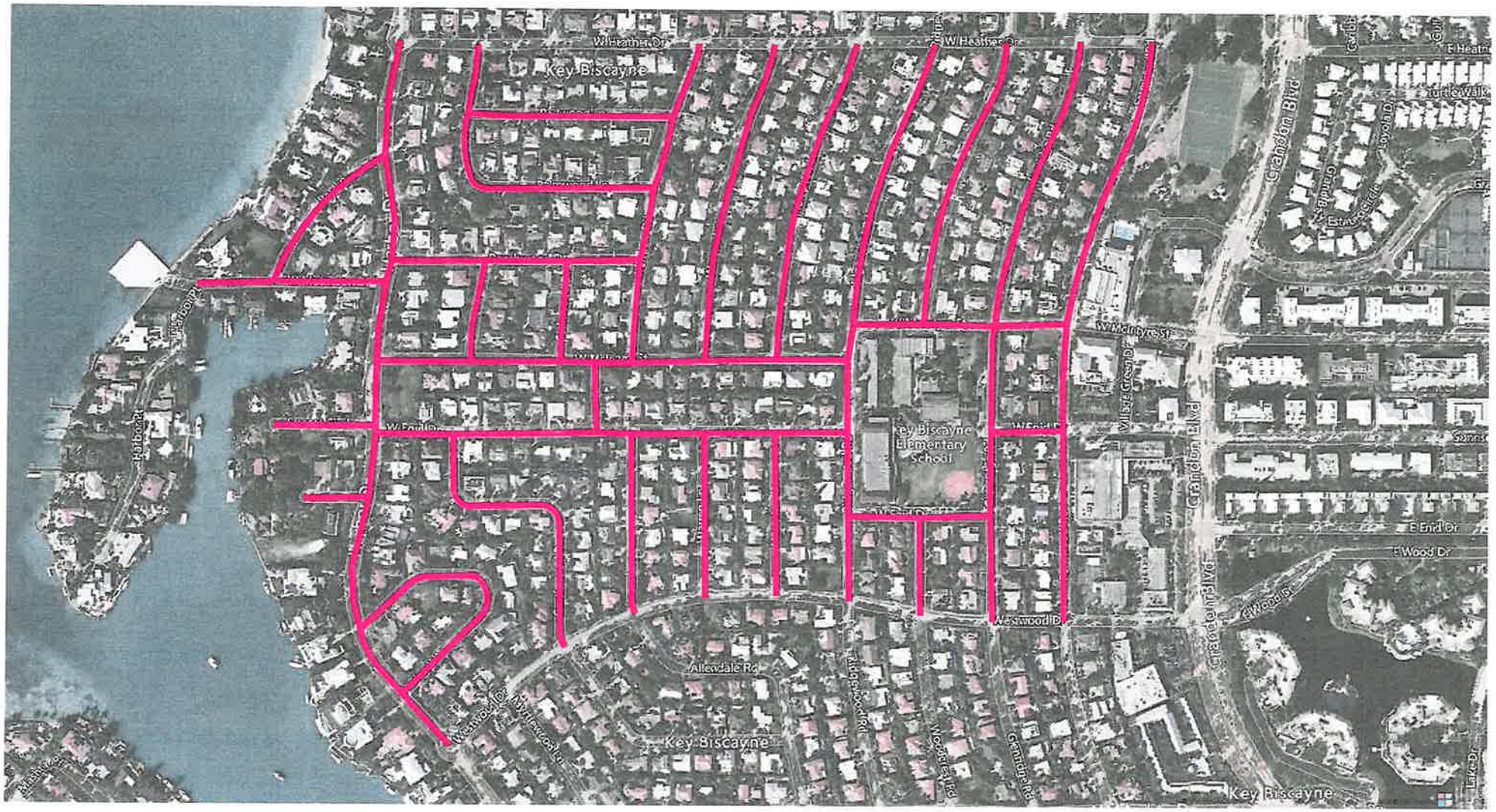
This Agreement shall be governed by the laws of the State of the KCI office executing the Agreement, regardless of its or any other choice of law provisions.

Both parties agree that KCI is an independent contractor.

The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings, or conditions otherwise than as expressly set forth herein.

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

# Attachment A




Attachment B
Legend
Topographic & Bathymetric Survey
Hurricane Harbor
W Matheson Dr
W McIntyre St
W End Dr
Curtiswood Dr
Allendale Rd
Harbor Dr
Harbor Ln
Harbor Point
Sunset Cir
Beechwood Dr
Palmwood Ln
Warren Ln
Hamilton Ln
Ridgewood Rd
Westwood Dr
Whitewood Ln
Woodcrest Rd
Google Earth
800 ft
N

# VILLAGE OF KEY BISCAYNE

*Village Council*
**Joe I. Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Brett G. Moss**
**Edward London**
**Allison McCormick**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

## MEMORANDUM

DATE: October 10, 2023

TO: Mayor Rasco and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department

RE: 740 Harbor Drive: Regulatory Variance

## APPLICATION SUMMARY

| | |
|---|---|
| **Applicant** | Altamar 740 PH4 LLC |
| **Request** | Approval of a variance to allow the modification of an existing legal, nonconforming dock to be expanded from approximately 4 feet to 5 feet in width. |
| **Site Address** | 740 Harbor Drive |
| **Master Plan** | Low Density Single Family Residential |
| **Zoning District** | VE – Village Estate |
| **File Number** | RV-DRY23-00025 |
| **Recommendation** | Approval |

## EXPLANATION AND ANALYSIS

**The Request:** The request is variance from the provisions of Sections 30-30 and 30-100(f)(4)(b) of the Zoning and Land Development Regulations (the "Code"). Docks located along Hurricane Harbor are permitted to project a maximum of 20 feet or 20% of the waterway width. The Variance request is to allow an additional foot of width on the inward side of the existing dock. The existing dock currently projects 35 feet into the water. The

applicant is seeking a variance to allow the widening of the existing dock from 4 feet to 5 feet.

**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 a single-family lot located within the Biscayne Key Estates subdivision with a new home that is currently under construction under permit number B22-024424. The lot is also located along the Hurricane Harbor waterway. Per Section 30-100(f)(4)(b) of the Code, docks located along Hurricane Harbor and Smuggler's Cove are permitted to project a maximum of 20 feet or 20% of the Waterway width, whichever is less.

Per Section 30-30 of the Code, legally established nonconforming structures may continue to be used and maintained. The legal, nonconforming structure in question within this application is an existing, approximately 314 SF dock. Expanding the existing dock is permitted if the total square footage of the proposed improvement is less than 50 percent of the dock's net square footage at the time it became nonconforming. The proposed 47 SF would roughly be a 15% expansion over the existing dock's square footage.

The Variance request is to allow an additional width of one foot on the inward side of the existing dock. The additional 47 square-foot expansion will not further encroach into the waterway but rather increase the area that is closer to the lot. The existing dock currently projects 35 feet into the water and the request is to allow the increase in square footage within the 15 feet of waterway width that wouldn't normally be permitted per the Code. Additionally, the applicant proposed to remove one of the two existing, legal nonconforming docks, thereby removing approximately 120 SF of dock area on the western side of the lot.

In conclusion, considering the size and configuration of the existing docks, with one being removed, versus the proposed dock that provides an overall reduced size in dock area, the variance request maintains the basic intent and purpose of the Zoning and Land Development Regulations.

**Finding** Consistent.

| | |
|---|---|
| **Criteria 2** | Is compatible with the surrounding land uses and would not be detrimental to the community. |
| **Analysis** | The property is within the Low-Density Single Family Residential land use category, which is intended to allow for the use of single family, detached homes on lots of at least 15,000 square feet of net area. The dock in question is consistent with the allowable uses within this land use category and as such is compatible with the surrounding land uses and would appear to have no negative impact to the community. |
| **Finding** | Consistent |

## BACKGROUND

The Variance process is in place to allow action outside regulations to overcome certain limitations placed by the zoning code. There are three types of Variances that may be granted under these Regulations.

1. **Supervisory Variance** is for approval of work already completed and may be approved by the BZP director for minor variations (typically 10%) of a limited set of standards.
2. **Administrative Variance** is for approval of work already completed and must receive the approval of the Director before being ruled upon by Village Council for variations up to 20% for building and setback standards.
3. **Regulatory Variances** is for approval of proposed or existing work, does not require approval of the Director but must be approved by the Village Council for variations from the building and setback standards by any percent request.

## RECOMMENDATION

Based on the Findings and relevant background information, I recommend that the Council approve the request subject to recording in the Miami- Dade County Public Records.

**RESOLUTION NO. 2023-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE MODIFICATION OF A NONCONFORMING DOCK TO PERMIT THE DOCK WIDTH TO BE EXPANDED FROM APPROXIMATELY 4 FEET TO 5 FEET IN WIDTH ON PROPERTY LOCATED AT 740 HARBOR DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Altamar 740 PH4, LLC ("Applicant") is the owner of 740 Harbor Drive, Key Biscayne, Florida, as more fully described in the legal description attached hereto as Exhibit "A" ("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 Sections 30-30 and 30-100(f)(4)(b) to allow for the modification of an existing legal, nonconforming dock to be widened from approximately 4 feet to 5 feet in width ("Variance"); and

**WHEREAS,** after reviewing the Variance request, Village Staff finds that the variance would be consistent with the variance criteria requirements outlined under Section 30-63(a) of the Village Code and recommends approval 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 will 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) will 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 Variance.

**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 _____, 2023.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

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

## EXHIBIT A

## LEGAL DESCRIPTION

LOT 14, BLOCK 19 OF "BISCAYNE KEY ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, AT PAGE 61, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

# VILLAGE OF KEY BISCAYNE

*Village Council*
**Joe I. Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Edward London**
**Allison McCormick**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Village Fleet Replacement Policy

## RECOMMENDATION

I recommend Village Council approve an amendment to the Village wide Fleet Replacement Policy to maximize the useful life of the vehicle so long as it does not jeopardize the safety of the operation.

## BACKGROUND

On January 15, 2019 the Village Council adopted Resolution 2019-6 (exhibit B) adopting Version 4 of the Fleet Replacement Policy. The adoption of the policy delivered sound management of capital resources, thus providing a fleet that is reliable, available when needed, and appropriate for tasks required to support the Village of Key Biscayne operations.

After the FY 24 Budget Hearings, the Village Council directed that the Fleet Replacement Policy be modified to provide for the re-mounting Fire Rescue Trucks (ambulances). The Village will prioritize re-mounting the trucks at the 7 year or 150,000-mile threshold to maximize the useful life of the vehicles so long as it does not jeopardize the safety of the operation.

**RESOLUTION NO. 2023- _____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING AN AMENDED FLEET REPLACEMENT POLICY; REPEALING RESOLUTION NO. 2019-6; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council of the Village of Key Biscayne (the "Village") approved Resolution No. 2019-6 adopting a Fleet Replacement Policy to provide procedures for the replacement of the Village's fleet of vehicles and motorized equipment (the "Fleet Replacement Policy"); and

**WHEREAS**, the Village Council desires to adopt the amended Fleet Replacement Policy attached hereto as Exhibit "A" (the "Amended Policy"); 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 COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

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

**Section 2. Approval of the Amended Policy.** That the Village Council hereby approves and adopts the Amended Policy attached hereto as Exhibit "A" and incorporated herein.

**Section 3. Repeal.** That Resolution 2019-6, which adopted the Fleet Replacement Policy, is hereby repealed.

**Section 4. Implementation.** That the Village Council authorizes the Village Manager to take all action reasonably necessary to implement and enforce the Amended Policy and the purpose and intent of this Resolution.

**Section 5.** **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED and ADOPTED this ____ day of _____, 2023.

_____
JOE I. RASCO, 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**

**Fleet Replacement Policy**

Version: 5 – 10/10/2023

The purpose of this policy is to establish procedures for the replacement of the Village's vehicles and motorized equipment (the "Fleet") at lifecycles intended to minimize life-cycle costs and maximize the performance of the Fleet.

The Village's Fleet is essential for the efficient delivery of services to residents and visitors. Consequently, a primary focus of this policy is to ensure vehicles are reliable, available when needed, and appropriate for the tasks required to support the Village's operations.

The following general replacement cycles will be applied to plan for the replacement of vehicles and equipment:

| Type | Years | | Mileage/Use |
|---|---|---|---|
| Cars | 7 | or | 100,000 |
| Police/Fire Cars | 7 | or | 100,000 |
| Pickups, Vans, SUVs | 10 | or | 100,000 |
| Trucks/Buses | 10 | or | 125,000 |
| ATVs | 5 | or | NA |
| Equipment, trailers, boats | 10 | or | NA |
| Rescue Trucks (Ambulances) | 7 | or | 150,000 |
| Fire Apparatus (Pumpers) | 10 | or | NA |
| Fire Apparatus (Ladders) | 12 | or | NA |

Replacement cycles are set to comply with generally accepted best management practices adopted by other Florida municipalities. Note that the cycle for fire apparatus' are shorter than in many cities (10 to 12 years vs 12 to 15 years) in recognition of the fact

that the Village has no spare fire apparatus which produces significant cost savings, yet also raises associated risks. In the attempt to extend the Fire Rescue Trucks' (Ambulances) lifecycle replacement threshold beyond 7 years or 150,000-miles, the Village will attempt to remount the rescue module (box) to prolong the life of the vehicle as long as it does not affect the ability to provide adequate emergency medical services.

The Village will establish a Vehicle Maintenance Internal Service Fund. The Fund will account for the financial transactions of all fleet activities. It will develop standard costs for each fleet vehicle type determined by use of the vehicle. Standard costs will include all costs of operating the fleet, including expected future capital costs, maintenance costs, insurances, overhead, and any direct or indirect labor. Capital recovery charges will be based upon the expected future acquisition price of the vehicles. Departments with fleet vehicles assignments will be charged a monthly rental cost developed from the standard costs associated with the fleet. The goal of the Fund is to isolate vehicle acquisition decisions from annual budget constraints while providing stable costs from year-to-year. Additionally, the fund will allocate out to each using department the actual cost of fleet services. Capital replacement costs will be determined using as a guide the general replacement guide. To initially establish the Fund, the Village Manager may make recommendations to the Village Council on interfund financing of capital replacement costs.

Once funding has been approved in the budget, the Village's designated fleet manager, in conjunction with representatives from each using department, will assess each vehicle in the fleet and develop a prioritized list of the units most deserving of replacement. Factors considered will include how critical units are to a department's mission, the availability of spares and the rental units, age, mileage, condition, reliability, and repair costs. Fleet vehicles that have served their useful life may be used as spare vehicles to address fleet downtime issues with the prior permission of the Village Manager. Fleet vehicles will not be repurposed to another using department to avoid incurring excessive repair costs and downtime. Retired fleet vehicles will be disposed of by following the Village asset disposition policies.

Vehicles are tools that help the Village efficiently serve the community. Therefore, replacement vehicle types will be matched to the job that needs to be done. The utility of vehicles will be the primary focus in selecting the type of vehicles to purchase including safe and functional operating capabilities; requirements to meet specific job demands (such as towing, operating off road, ground clearance, transporting heavy payloads); or performing law enforcement or fire services duties. Preference will be given to vehicles that have proven reliability, fuel economy, and resale value. Optional equipment will be limited to items that extend functionality and utility.

The Village is focused on lowering its carbon footprint. Therefore, vehicle types purchased will be the minimum size required to do the intended job. Preference will be given to vehicle types that maximize fuel economy and minimize tailpipe emissions so long as doing so does not compromise the utility of vehicles or materially increase costs.

Once vehicles are replaced, they will be removed from service and sold or otherwise disposed of. Retention of replaced vehicles will generally not be approved except by written approval from the Village Manger to meet a specific purpose (such as for a short-term special project or to temporarily replace a vehicle that is not economical to repair) and then only for a period not exceeding 3 months without the Village Manager's reapproval.

# VILLAGE OF KEY BISCAYNE

*Village Council*
**Joe I. Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Edward London**
**Allison McCormick**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: October 10, 2023

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Manager's Report

## Section 1: Safe and Secure Village

### *a) Community Policing update (Police Chief Frank Sousa)*

The Key Biscayne Police Department continues its Village Resource Officer Program. The goal is to work in partnership with our community to solve problems, while maintaining the highest level of public safety and quality of life. Since June 13, 2023, the department has completed the following:

- Attended and participated in over 136 events
- Conducted "Active Assailant" training for the Ritz Carlton Staff
- Hosted a Human Trafficking Presentation
- Continued assisting with the security camera project
- Collaborated with our partners in Miami Dade County, City of Miami, and Florida Fish and Wildlife to reduce traffic and maritime complaints

The department remains committed to solving community problems and concerns as they relate to all issues of public safety. We recognize the need for increased presence throughout the Village and strive to achieve an actual sense of safety and security.

The department's primary focus during the remainder of the year is as follows:

- Motorized Scooters and E-Bike enforcement
- Host a Public Safety Open House and conduct patrols to deter criminal activity
- Prepare for the upcoming holiday season
- Continue to work with our law enforcement partners to reduce traffic and maritime safety concerns










## Section 2: Thriving and Vibrant Local Community and Marketplace

***a) Rickenbacker Causeway update (Building, Zoning and Planning Director Jeremy Calleros Gauger)***

- The Village continues to monitor 15 ongoing projects related to the Rickenbacker Causeway via monthly in-person coordination meetings with Miami Dade County Department of Transportation and Public Works (DTPW).
- The Village remains engaged with Kimley-Horn (contractor) in stakeholder interviews as part of the County's Rickenbacker Causeway Masterplan
- The Village has participated in:
    - 2 meetings for the County-wide Transportation Masterplan
    - 1 Pre-construction meeting with the contractor performing work for the Bear Cut maintenance project.
- The Village will attend and participate in all bi-weekly project meetings after project commencement.
- Hobie North project for shoreline hardening and invasive species removal is proceeding on schedule.
- The Bear Cut Project Development & Environment Study may recommend and lead to the replacement of the bridge. The award of this study is expected to go to the County Commission for approval in November.

## Section 3: Engaging and Active Public Spaces and Programs

No updates to report

## Section 4: Accessible, Connected, and Mobile Village-Wide Transportation

### *a) Traffic Solutions (Public Works Director Cairo Cangas)*

Crandon Blvd Right Turn Lane project update:

- 70% of the construction involving the repair and re-surfacing of the gutters, sidewalk and curbs at the Crandon Blvd & Harbor drive intersection are complete.
- Due to deterioration, 2 pedestrian signal poles will need to be installed at this intersection.
- This process requires reviewing design plans from our design consultant and securing the necessary approvals from Minai Dade County.

The Public Works department remains engaged daily with the construction contractor and Miami-Dade County departments involved in completing the project.






Crandon Blvd Multimodal and Traffic Improvements Workshop:

A Community workshop for the Crandon Blvd Multimodal and Traffic Improvements will be scheduled in the upcoming weeks to review and gather feedback from residents about the

proposed improvements to Crandon Blvd.

The improvements are based on vehicle and multi-modal traffic data collected and analyzed as a part of the scope of work funded by the Miami-Dade Transportation Planning Organization Grant. The goal of the project is to develop designs and operations improvements that will make Crandon safer for all mobilities and reduce traffic congestion. Staff will share the proposed improvements on Crandon Blvd at each intersection from North to South. Some improvements to intersections include updating signal timings and construction changes to increase pedestrian safety.

## Section 5: Resilient & Sustainable Environment and Infrastructure

No updates to report

## Section 6: Effective and Efficient Government Services

### *a) CIP project update (CIP & Grants Manager Colleen Blank)*

**IMPROVE CRANDON BOULEVARD**

*Improve Harbor Drive and Crandon Boulevard Intersection*

Phase: Construction

Progress Report: The Crandon Blvd. crosswalk pavers and concrete headers were installed as well as the intersection pavers and Harbor crosswalk pavers. The right turn lane has one lift of asphalt and temporary pavement markings installed and the access to the Mobil gas station has been restored. Most of the curb, gutter, and sidewalk are installed. Key Colony left turn lane from Crandon Blvd is completed. Permitting with DERM is complete.

Items pending include the installation of a signal conduit to connect the northwest corner mast arm to the controller cabinet on the southeast corner of the intersection. During removal of the existing sidewalk, the Contractor found that the buried portion of the northwest corner pedestrian signal pole was deteriorated and needs to be replaced. To comply with Miami-Dade County criteria, new installations must meet minimum offset requirements to the edge of detectable warning surface, and this will require the installation of two separate pedestrian signal poles. This revision will require County approval.

Estimated completion date is the end of January 2024, including the final bike lanes and white markings after the construction of the right turn lane is complete.

Cost estimate: $600,000

Funding: Miami-Dade County Road Impact Fee ($459,000). Village General Fund dollars in the Capital Fund cover costs more than $459,000.

*Crandon Blvd Multi-Modal Safety Study and Design*

Phase: Design

Progress: The consultant team in collaboration with Village staff has completed the existing conditions analysis and developed conceptual designs and recommendations for improvements to traffic flow and multi-modal safety along the Crandon Blvd corridor. Once the proposed improvements are vetted internally, a public meeting will be held to review the recommendations and gather feedback. With this feedback the recommendations will be finalized and then the full

design of those improvements will begin. Scope includes signal retiming and optimization as well, which is being reviewed by staff. Project will be completed by January 2024.

Cost: $222,000

Funding: Miami-Dade TPO ($90,000). The remainder of the cost is covered through FY23 Capital Improvement Program (General Fund).

*Paint Green Bike Lanes, Roadways & Crosswalk Markings*

Phase: Construction

Progress: All work except for the painting at the Harbor and Crandon intersection has been completed. Once the intersection improvements are complete, the lane markings for that area will be installed.

Cost: $185,000.

Funding: Florida Department of Transportation Grant to install green bike lanes in the amount of $100,000. Village funds will cover all costs greater than $100,000.

**FORMULATE AND PROMOTE RESILIENT AND SUSTAINABLE INFRASTRUCUTRE INTEGRATION AND IMPLEMENTATION PROGRAM**

Phase: Planning

Progress: The integration and implementation plan (IIP) scope of work was approved by Council on July 18th, 2023. The consultant team led by Black & Veatch received notice to proceed on August 17.

Cost: $1,380,000

Funding: Clean Water State Revolving Fund (CWSRF). Resilient Florida Planning grant to supplement funding via the Vulnerability Assessment Update scope of work ($330,000). General Fund via Capital Program FY22, 23, & 24 ($1,049,000).

**PERFORM IMMEDIATE FLOOD CONTROL AND MITIGATION Areas A, B, C & E**

Description: Project reconstructs catch basins and repaves and grades roadways across four critical flood prone areas of the Village. The project also connects isolated catch basins to the stormwater system where feasible. All catch in these four areas basins will be redesigned to prevent landscape debris from clogging our stormwater system and roadways will be regraded to direct runoff to catch basins and create a more prominent crown of road. Project areas were identified using historical flood data collected after storm events, LiDAR topographic data, and a Pavement Conditions Index (PCI).

Phase: Construction

Progress: Areas C & E (the southern work areas for the project) are close to completion. Construction began on August 21 in Area C followed by E (the two northern areas). Milling and resurfacing in Areas C & E will be completed in October 2023. Areas A & B will begin after Areas C & E are completed.

CES Consultants are performing the Certified Engineering Inspection during construction to ensure the work performed is up to the Village's standards and the contractor is being held accountable for their contract.

Cost Estimate: $1,305,330 (Construction) + $41,000 (CEI) = $1,346, 330

Funding: Village General Fund via Capital Fund ($583,691). CIP Project "Repave Roadways Village-wide" ($471,000). State Appropriation ($450,000). Total funding: $1,507,273

## INSTALL VILLAGE-WIDE SECURITY AND SURVEILLANCE SYSTEM

Project Status: Waiting to turn the system on and train personnel. All construction associated with Phase 2 is complete which included:

- Completed the final six cameras, containing 15 lens viewpoints, inside of Village Green Park
- Installed Fiber and 9 cameras inside of Beach Park
- Applied and received FDLE NCIC clearance.
- Installed 4 new LPR systems.
- Install cameras at Beach Access Paths

Phase 3 Update: Police Department Access Control to be brought to Council at the November Council meeting. Phase 3 includes installing an access control system for the Village Police Department, which is required to maintain accreditation.

Phase 3 Cost Estimate: $100,000

Funding: FY23 & FY24 Capital Improvement Program (General Fund)

## DESIGN K8 STORMWATER SYSTEM UPGRADE

Phase: Design

Progress: The 30% design of the stormwater system upgrades for the K8 Basin is complete. The Village-wide stormwater system model update is complete.

Village staff held a Council Workshop to review the recommended design scenario developed by AECOM and how it fits into the overall Village-wide drainage system on August 16th.

AECOM, the Village's stormwater engineer will run additional modeling scenarios to provide more information to the Council prior to making final decisions on the full system's performance and associated design and cost. These additional scenarios will be run in the fall of 2023 and will be discussed at another workshop, date and time TBD. The plan is to complete the 100% design of the K8 basin improvements within 12 months of issuing NTP for that work order.

The Village is working on an easement acquisition strategy which involves identifying ideal easement locations and landowners willing to enter into an easement agreement with the Village.

Cost Estimates: 30% Design (BODR): $279,610

Drainage Assessment: $359,769

30-100% Design: TBD

Funding: Resilient Florida Grant for 30-100% design ($885,626). CIP via General Fund ($789,174). CWSRF Design Loan ($3,492,980)

## IMPROVE BEACH PARK

Phase: Permitting

The Village's Building Department is reviewing the design. The Village was granted the CCCL permit. The Village is waiting on permits from DERM for tree removal and asbestos. Asbestos

surveying and inspection took place the week of 9/25. Once permitting is complete, bid documents will be developed and the construction project will be put out to bid.

Phase 1 of construction will include renovating the existing pavilion, building new restrooms, storage, and pool pump equipment building, regrading, and repaving a central portion of the park between the restrooms and the pavilion, updating the showers, improving the courtyard areas surrounding the pavilion, removing the boardwalk, and adding an ADA ramp around the pavilion.

Design Cost Estimate: $166,000

Phase 1 Construction Cost Estimate: $825,000

Funding: FY23 CIP carryforward funding to FY24

## REPLACE ST. AGNES FIELD LIGHTS

Phase: Construction

Description: Replace existing field lights with LED lights.

Progress: Work began Wednesday 9/27. MUSCO lighting will remove the legacy pole in the parking lot east of the field, remove the existing fixtures and replace them with new LED fixtures. Once completed, MUSCO will build the new electrical service at BFE, install the two foundations, light structures, and LED fixtures on the east side of the field, directionally bore from the new electrical service to the five (5) poles and the transformer, pull the required cables, and connect the service. They will test and aim the lights to obtain the proper coverage for a sports field. Musco Control Link will be installed so the light may be scheduled by an app or phone call. Control link will monitor the lights for the 25-year warranty period and MUSCO will proactively dispatch technicians if repairs are required.

Cost: $273,900

Funding: FY23 CIP carryforward funding to FY24

## REPLACE BASKETBALL SYSTEMS IN COMMUNITY CENTER

Phase: Production

Description: The basketball system in the Village's Community Center have reached their useful life and are no longer holding the heights they are set at. The replacement system will include new height adjusters, touchpad controller, foam pads, backboards, and divider curtains were reviewed, colors selected and approved. The items are now in production. Installation is scheduled to take place in October 2023.

Cost Estimate: $40,000

Funding: FY23 CIP carryforward funding to FY24

Reference Summary Table in Exhibit 6.a Project Page Link: Key Biscayne, FL | Capital Improvement Projects | ClearGov

# FY23 Capital Improvement Program

| Project Status | | | |
|---|---|---|---|
| Complete | On Target | Issues | Problems |

| Total Active Projects | Planning | Procurement | Design | Permitting | Construction | Complete | Not Started |
|---|---|---|---|---|---|---|---|
| 32 | 8 | 8 | 4 | 1 | 8 | 0 | 3 |

| PRI | Project | PHASE | SCHEDULE | | | | FY2023 | | FY2024 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Project Phase | ESD | ASD | ECD | FY24 Budget | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| 1 | Formulate and Promote Reseilient Infrastructure & Adaptation Program | Planning | | Jul-22 | Aug-24 | $ 1,630,194 | | | | | | | | | | | | | | |
| 1 | Design Zone 1 (K-8) Resilient Infrastructure and Adaptation Program | Design | | Aug-22 | Jul-26 | $ 5,078,606 | | | | | | | | | | | | | | |
| 1 | Conduct USACE Beach and Back Bay Feasibility Study | Planning | | Oct-23 | Oct-26 | $ 750,000 | | | | | | | | | | | | | | |
| 1 | Renourish Beach and Dunes | Procurement | | Jun-23 | Apr-24 | $ 1,868,050 | | | | | | | | | | | | | | |
| 1 | Improve Crandon Blvd & Harbor Drive Intersection | Construction | | Jan-22 | Jan-23 | $ 200,000 | | | | | | | | | | | | | | |
| 1 | Replace Key Biscayne Fire Rescue Vehicle #1 | Procurement | | Aug-23 | Aug-25 | $ 600,000 | | | | | | | | | | | | | | |
| 1 | Replace Key Biscayne Fire Rescue Vehicle #2 | Procurement | | Aug-23 | Aug-25 | $ 600,000 | | | | | | | | | | | | | | |
| 2 | Monitor Beach and Dunes FY24 | Planning | | Jun-23 | Sep-24 | $ 200,000 | | | | | | | | | | | | | | |
| 2 | Perform Immediate Flood Control & Mitigation (Areas A, B, C, & E) | Construction | | Aug-22 | Dec-23 | $ 1,150,000 | | | | | | | | | | | | | | |
| 2 | Perform Immediate Flood Control & Mitigation Area D - Garden District Phase 1 | Procurement | | Oct-23 | Aug-24 | $ 3,052,520 | | | | | | | | | | | | | | |
| 2 | Install Security Cameras at Beach Access and Two LPRs (Phase 2) | Construction | | Aug-23 | Oct-23 | $ 98,000 | | | | | | | | | | | | | | |
| 2 | Install Access Control System for Police Department (Phase 3) | Construction | | Oct-23 | Jul-24 | $ 150,000 | | | | | | | | | | | | | | |
| 2 | Reconstruct Harbor and Fernwood Traffic Circle | Planning | | Oct-23 | Jun-25 | $ 500,000 | | | | | | | | | | | | | | |
| 2 | Paint Bicycle Lanes on Crandon Blvd | Construction | | Feb-22 | Jan-23 | $ 60,000 | | | | | | | | | | | | | | |
| 2 | Construct Beach Access Path at Commodore Club South | Planning | | Jan-23 | Sep-24 | $ 100,000 | | | | | | | | | | | | | | |
| 2 | Purchase Village Fleet Vehicles (FY23 / FY24 ) | Procurement | | Oct-21 | Feb-24 | $ 547,051 | | | | | | | | | | | | | | |
| 2 | Replace Telehandler Forklift | Procurement | | Oct-23 | Mar-24 | $ 130,000 | | | | | | | | | | | | | | |
| 3 | Install Stormwater Pump Station Back-up Generators | Procurement | | Oct-23 | Aug-24 | $ 190,790 | | | | | | | | | | | | | | |
| 3 | Develop Feasibility Study for Offshore Submerged Barrier | Not Started | Jan-24 | | Oct-26 | $ 800,000 | | | | | | | | | | | | | | |
| 3 | Develop Crandon Blvd Multi-modal Safety Study and Design | Design | | Jan-23 | Dec-24 | $ 150,000 | | | | | | | | | | | | | | |
| 3 | Replace Basketball System in Community Center Gym | Design | | Jul-23 | Nov-23 | $ 68,960 | | | | | | | | | | | | | | |
| 3 | Replace Under 5 Playground | Not Started | | Nov-23 | Nov-24 | $ 200,000 | | | | | | | | | | | | | | |
| 3 | Replace St. Agnes Lighting | Construction | | Jul-22 | Nov-23 | $ 273,900 | | | | | | | | | | | | | | |
| 3 | Rehab Public Art | Planning | | Oct-23 | Sep-24 | $ 140,000 | | | | | | | | | | | | | | |
| 3 | Improve Beach Park Phase 1 | Permitting | | Sep-22 | Sep-24 | $ 825,000 | | | | | | | | | | | | | | |
| 3 | Improve Key Biscayne K8 Athletic Facilities | Procurement | | Aug-23 | Aug-24 | $ 75,000 | | | | | | | | | | | | | | |
| 3 | Procure Fire Department High Water Vehicle | Not Started | | Oct-23 | Aug-24 | $ 95,000 | | | | | | | | | | | | | | |
| 3 | Renovate Women's Restroom Fire Department | Construction | | Dec-22 | Feb-24 | $ 118,000 | | | | | | | | | | | | | | |
| 3 | Repair Community Center Roof | Planning | | Oct-23 | Mar-24 | $ 45,000 | | | | | | | | | | | | | | |
| 4 | Test Stormwater Water Quality Improvement Technologies | Construction | | Oct-22 | Oct-24 | $ 134,578 | | | | | | | | | | | | | | |
| 4 | Assess Green ROW Infrastructure Solutions | Design | | Aug-23 | Aug-25 | $ 650,000 | | | | | | | | | | | | | | |
| 4 | Update Village Hall Wayfinding Signage | Planning | | Jun-23 | Oct-23 | $ 50,000 | | | | | | | | | | | | | | |

10/4/2023

| Completed Projects | | | | | | |
|---|---|---|---|---|---|---|
| PRI | Project Name | Project Phase | ASD | ACD | Budgeted | Spent |