NORTH BAY VILLAGE
2ND REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Thursday, July 18, 2024 at 5:30 PM
1666 Kennedy Causeway, Suite 101 North Bay Village, FL 33141

The meeting agenda is available online at:
https://northbayvillage-fl.gov/agendas-minutes

Elected Officials and Village staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 844 7864 3889 | Passcode: 806072
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: ***Public comments will also be accepted during the meeting using the virtual meeting platform.***

VIA E-MAIL TO: publiccomment@nbvillage.com

Interested parties or their authorized representatives may address the Commission and/or Board via written or electronic commentary ("e-comments") by emailing the Village Clerk at least two (2) hours prior to the commencement of the meeting. E-comments will not be read during the meeting but will be distributed to the Village Commission or Board prior to the commencement of the meeting. You may send your concerns with the subject line "PUBLIC COMMENT" and the following information in the body of the email: your name, address, if you are a hired Consultant or Village Employee, and/or if you are engaged in lobbying activities and/or representing an organization.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. Minutes of the meeting will be taken and will be made available.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, 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 SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.northbayvillage-fl.gov.

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 786-224-8070 NO LATER THAN FIVE DAYS PRIOR TO SUCH PROCEEDING. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT 786-224- 8070 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

LOBBYING ACTIVITIES

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38- 17. ""Lobbyist"" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term ""lobbyist"" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex -parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
2ND REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, Suite 101 North Bay Village, FL 33141
Meeting ID: 844 7864 3889 | Passcode: 806072
Thursday, July 18, 2024
5:30 PM

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board shall be barred from further appearance before the board by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38-17. "Lobbyist" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term "lobbyist" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex-parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

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1. **Opening Items** ***A. Call to Order***
   B. Roll Call
   C. Pledge of Allegiance
   D. Invocation

2. **Order of Business**

3. **Presentations** ***A. Proclamations and Awards***
   B. Special Presentations to Commission

4. **Approval of Commission Minutes**

5. **Open Forum**

6. **Advisory Board Minutes/Written Reports**

7. **Village Commission's Report**

8. **Village Attorney's Report**

9. **Village Manager's Report**

10. **Village Clerk's Report**

11. **Consent Agenda** ***A. Staff Items***
B. Proclamations/Award/Village Key Requests

11.A. A Resolution Approving a Budget Amendment for Legal Department and Village Commission Legal Defense Fees - Village Manager Ralph Rosado, PhD, AICP; Village Attorney Haydee Sera, Esq.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO APPROPRIATE FUNDS TO THE VILLAGE ATTORNEY DEPARTMENT BUDGET TO COVER LEGAL FEES RELATING TO LITIGATION, LABOR AND EMPLOYMENT, AND OTHER LEGAL ISSUES, AS WELL AS TO APPROPRIATE FUNDS TO THE VILLAGE COMMISSION BUDGET FOR LEGAL SERVICES RELATING TO LEGAL DEFENSE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Budget Amendment - Legal Department.DOCX
Budget Amendment Form-Legal Fees.pdf

11.B. A Resolution Approving Agreement with Tetra Tech, Inc. for Disaster Debris Monitoring Services Utilizing Competitively Bid Miami-Dade County Contract - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH TETRA TECH, INC. FOR DISASTER DEBRIS MONITORING SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY MIAMI-DADE COUNTY; AUTHORIZING, IN THE ALTERNATIVE, THE NEGOTIATION AND EXECUTION OF AN MOU OR OTHER AGREEMENT WITH THE COUNTY OR AN ANOTHER CONTRACTOR FOR THE SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an agreement with Tetra Tech, Inc. for disaster debris monitoring services utilizing the terms and conditions of the competitively bid Miami-Dade County Contract pursuant to RFP No. 00172.
Resolution Approving Agreemt. Disaster Debris Monitoring.DOCX

Exhibit A - Tetra Tech - Disaster Debris Monitoring - MDC.PDF

12. First Reading of Ordinances *Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.*

13. Public Hearings *Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.*

14. Discussion/Action Items ***A. Unfinished Business***
B. New Business

14.A. A Resolution Declaring the Village's Proposed Millage Rate, Roll-Back Rate, Debt Service Millage, and Dates for Two Public Hearings in September - Village Manager Dr. Ralph Rosado (Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE VILLAGE'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO SECTION 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME AND PLACE AT WHICH THE FIRST AND SECOND PUBLIC BUDGET HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2024-2025; DECLARING THE PROPOSED DEBT-SERVICE MILLAGE RATE; DIRECTING THE VILLAGE CLERK AND VILLAGE MANAGER TO FILE THIS RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AUTHORIZING THE VILLAGE MANAGER TO CHANGE BUDGET HEARING DATES, IF NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution - Millage Rate Budget Hearing Dates 2024-2025.DOCX
Budget Calendar FY 2025.pdf

14.B. A Resolution Awarding RFP 2024-003 Relating to Transferable Density Rights - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY

VILLAGE, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. 2024-003; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Awarding RFP 2024-003 TDRs.DOCX
NBV Transfer of Development Rights Pool Tracker 20240415.pdf
TDR Program Comparison Matrix.png
Required Proposal Documents - GranVita Realty Group.pdf
Required Proposal Documents - TI Development Company.pdf

14.C. Discussion of a Potential November 2024 General Obligation Bond Question to Close the Funding Gap - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $__ MILLION FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

Discuss funding sources associated with the Village Hall project and determine if to pose a November 2024 ballot question to close the funding gap.

Resolution-Village Hall Public Safety Complex.DOC
NBV Fire Station Village Hall - Schedule.pdf
NBV FS 27 VH - Estimated Costs (Total Buildout).pdf
North Bay Village_TDR Pool Tracker 20240415.pdf
Village Hall Fire Station - Sources of Funds 20240708.pdf

15. Adjournment

16. Approval of Commission Minutes

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-756-7171 EXT. 45 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, 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 SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.nbvillage.com.

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ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: July 18, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: A Resolution Approving a Budget Amendment for Legal Department and Village Commission Legal Defense Fees - Village Manager Ralph Rosado, PhD, AICP; Village Attorney Haydee Sera, Esq.

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO APPROPRIATE FUNDS TO THE VILLAGE ATTORNEY DEPARTMENT BUDGET TO COVER LEGAL FEES RELATING TO LITIGATION, LABOR AND EMPLOYMENT, AND OTHER LEGAL ISSUES, AS WELL AS TO APPROPRIATE FUNDS TO THE VILLAGE COMMISSION BUDGET FOR LEGAL SERVICES RELATING TO LEGAL DEFENSE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

A budget amendment is requested to cover the costs of the Village Attorney's legal fees for work performed pertaining to litigation and labor and employment matters. The proposed budget amendment is due to unanticipated litigation (e.g., *World Eleven, Inc. v. North Bay Village, et al*; *McKnight, et al. v. North Bay Village, et al.*) and labor and employment matters.

An increase to the Labor and Employment budget (GL 001.15.514.3101) is proposed from $20,000 to $50,000.

To effectuate the increase to the Labor and Employment budget (GL 001.15.514.3101), it is proposed to decrease the "Other Legal Issues" budget (GL 001.15.514.3102) from $210,000

to $180,000 and move the $30,000 to the Labor and Employment budget (GL 001.15.514.3101).

An increase to the Litigation budget (GL 001.15.514.5311) is proposed from $150,000 to $185,000.

To effectuate the increase to the Litigation budget (GL 001.15.514.5311), it is proposed to transfer $35,000 from Unreserved Fund Balance to the Litigation budget.

No amendments are proposed for the General Village Attorney Budget (GL 001.15.514.5310).

In addition, an increase to the Village Commission - Other Legal Fees budget (GL 001.11.511.3102) is proposed from $50,000 to $75,000. The proposed increase is to provide for continued legal defense expenses as further explained in Resolution 2024-008.

Discussion of this item will help to make North Bay Village safer and more transparent; as such, it promotes the pillar of Efficiency.

Efficiency: North Bay Village seeks to minimize the wasting of materials, energy, efforts, money, and time in doing something or in producing a desired result.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
As indicated in the attached budget amendment.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Budget Amendment - Legal Department.DOCX
Budget Amendment Form-Legal Fees.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO APPROPRIATE FUNDS TO THE VILLAGE ATTORNEY DEPARTMENT BUDGET TO COVER LEGAL FEES RELATING TO LITIGATION, LABOR AND EMPLOYMENT, AND OTHER LEGAL ISSUES, AS WELL AS TO APPROPRIATE FUNDS TO THE VILLAGE COMMISSION BUDGET FOR LEGAL SERVICES RELATING TO LEGAL DEFENSE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2023, the North Bay Village (the "Village") Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit "A" attached hereto and incorporated herein; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "A" attached hereto and incorporated herein.

Section 3. Implementation. That the Village Manager, Village Clerk, and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Budget Amendment Form

Department	Legal Department/Village Commission	Date	7/18/2024
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
001.15.514.3101	Labor Attorney Negotiations	$ 30,000.00	
001.15.514.3102	Other Legal Fees		$ 30,000.00
001.15.514.5311	Village Attorney - Litigation	$ 35,000.00	
001.00.389.3891	Appropriation of Unreserved Fund Balance		$ 35,000.00
001.11.511.3102	Other - Legal	$ 25,000.00	
001.00.389.3891	Appropriation of Unreserved Fund Balance		$ 25,000.00
TOTAL (Columns must be equal)		**$ 90,000.00**	**$ 90,000.00**

Description:

Increase the Village Attorney Labor Attorney Negotiations & Litigation accounts and increase the Village Commission - Other Legal Fees from $50,000 to $75,000 for the Mayor's Legal Fees.

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: July 18, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Approving Agreement with Tetra Tech, Inc. for Disaster Debris Monitoring Services Utilizing Competitively Bid Miami-Dade County Contract - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)**

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH TETRA TECH, INC. FOR DISASTER DEBRIS MONITORING SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY MIAMI-DADE COUNTY; AUTHORIZING, IN THE ALTERNATIVE, THE NEGOTIATION AND EXECUTION OF AN MOU OR OTHER AGREEMENT WITH THE COUNTY OR AN ANOTHER CONTRACTOR FOR THE SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an agreement with Tetra Tech, Inc. for disaster debris monitoring services utilizing the terms and conditions of the competitively bid Miami-Dade County Contract pursuant to RFP No. 00172.

BACKGROUND AND ANALYSIS

North Bay Village (the "Village") is in need of disaster debris monitoring services (the "Services") in the event of a declared disaster or emergency event, such as a hurricane or tropical cyclone event. The Services are required in order to ensure that the Village provides oversight and management of disaster debris removal work performed by its disaster debris removal contractors (TFR Enterprises, Inc. and DRC Emergency Services, LLC), as required by the Federal Emergency Management Agency (FEMA) for reimbursement of disaster

recovery costs under the Public Assistance Grant Program. Currently, the Village does not have an existing contractor for the provision of the Services in the event of a disaster or emergency event, but it is in the process of developing and issuing a competitive request for proposals for the Services.

Miami-Dade County ("County") competitively awarded a contract (the “Contract”) to Tetra Tech, Inc. (the “Contractor”) pursuant to County Request for Proposals No. 00172 (the "RFP") for the Services, which contract is dated February 11, 2016. The County Contract remains active through December 31, 2025.

The Village Manager has reviewed the County’s RFP and the competitively awarded County Contract and has determined that the award of the County Contract pursuant to the RFP was consistent with the competitive procurement requirements that would have been required under the Village Code and federal procurement regulations. Furthermore, the Village Manager has also determined that the pricing of the County Contract for the Services is reasonable, and that the terms and conditions of the County Contract are in the best interest of the Village. Accordingly, during the pendency of the competitive procurement process, the Village Manager is recommending entering into an agreement with Tetra Tech, Inc. for the provision of the Services utilizing the terms, conditions, and pricing of the competitively awarded County Contract.

In the event the Contractor and the Village cannot reach an agreement, it is recommended that the Commission authorize the Village Manager to negotiate an agreement (such as an MOU) with the County for the provision of the Services. The Village and the County had a Memorandum of Understanding for the Services, among other things, during a prior emergency event.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Agreemt. Disaster Debris Monitoring.DOCX
Exhibit A - Tetra Tech - Disaster Debris Monitoring - MDC.PDF

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH TETRA TECH, INC. FOR DISASTER DEBRIS MONITORING SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY MIAMI-DADE COUNTY; AUTHORIZING, IN THE ALTERNATIVE, THE NEGOTIATION AND EXECUTION OF AN MOU OR OTHER AGREEMENT WITH THE COUNTY OR AN ANOTHER CONTRACTOR FOR THE SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in need of disaster debris monitoring services (the "Services") in the event of a declared disaster or emergency event, such as a hurricane or tropical cyclone event; and

WHEREAS, the Services required by the Village have been competitively bid by the Miami-Dade County, Florida (the "County") which issued Request for Proposals No. 00172 (the "RFP") for the Services and competitively awarded a contract to Tetra Tech, Inc. (the "Contractor") pursuant to the RFP, which contract is dated February 11, 2016, as amended (the "County Contract"); and

WHEREAS, the Village Manager has reviewed the County's RFP and the competitively awarded County Contract and has determined that the award of the County Contract pursuant to the RFP was consistent with the competitive procurement requirements that would have been required under the Village Code and federal procurement regulations; and

WHEREAS, the Village Manager has further determined that the pricing of the County Contract for the Services is reasonable, and the terms and conditions of the County Contract are in the best interest of the Village; and

WHEREAS, the Village is in the process of competitively procuring its own contract for the Services, but requires the Services during the pendency of the procurement; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, the Village Commission finds that it is in the Village's best interest to award a contract to the Contractor utilizing the pricing, terms, and conditions of the County Contract for the Services based on the Village Manager's recommendations; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to approve an agreement with the Contractor for the Services, in substantially the form attached hereto as Exhibit "A" (the "Agreement") based on the terms of the County Contract, and authorize the Village Manager to negotiate and execute the Agreement, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Approval. That the Village Commission hereby approves the Agreement with the Contractor to perform the Services pursuant to Section 36.25(L) of the Village Code.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute the Agreement, in substantially the form attached hereto as Exhibit "A, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency. In the event the Village Manager is unable to satisfactorily negotiate and execute the Agreement with the Contractor, the Village Manager is further authorized to negotiate and execute a memorandum of understanding with the County or an agreement with an alternative contractor for the provision of the Services, subject to the approval as to form, content, and legal sufficiency by the Village Attorney.

Section 4. Implementation. That the Village Commission hereby authorizes the Village Manager to execute any purchase order or required documentation for the Services described in this Resolution, subject to approval by the Village Attorney as to

form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the purpose of this Resolution, including the expenditure of budgeted funds.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this ___ day of July, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
TETRA TECH, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **TETRA TECH, INC.**, a Delaware Corporation authorized to do business in Florida (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, the Village is in need of disaster debris monitoring services (the "Services") in the event of a declared disaster or emergency event, such as a hurricane or tropical cyclone event; and

WHEREAS, on February 11, 2016, Miami-Dade County (the "County") entered into a competitively awarded contract (the "County Contract") with the Contractor for the provision of the Services pursuant to Request for Proposals No. 00172 (the "RFP"), which County Contract is attached hereto as Exhibit "A"; and

WHEREAS, the County Contract is in effect through December 31, 2025; and

WHEREAS, the Village Manager has reviewed the County's RFP and the competitively awarded County Contract and has determined that the award of the County Contract pursuant to the RFP was consistent with the competitive procurement requirements that would have been required under the Village Code and federal procurement regulations; and

WHEREAS, the Village Manager has further determined that the pricing of the County Contract for the Services is reasonable, and the terms and conditions of the County Contract are in the best interest of the Village; and

WHEREAS, the Village is in the process of competitively procuring its own contract for the Services, but requires the Services during the pendency of the procurement; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, on [date], the Village Commission adopted Resolution No. 2024-XX pursuant to Section 36.25(L) of the Village Code, approving an agreement with the Contractor based on the pricing, terms, and conditions of the County Contract, as the terms were in the best interest of the Village; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the County Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows: [1]

1. **Incorporation of Contract.** The terms and conditions of the County Contract (Exhibit A hereto) is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the County Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the County Contract, the terms and provisions of this Agreement shall control.

3. **Defined Terms**. All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the County Contract unless otherwise provided in this Agreement. All references to the Miami-Dade County shall be replaced with North Bay Village where applicable. All references to the County Mayor shall be replaced with the Village Manager. All references to the Project Manager shall be replaced with the Village Manager or his or her designee.

4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5. **Amending Article 6 of County Contract.** Article 6, "Notice Requirements," of the County Contract is hereby amended as follows:

> **Article 6. Notice Requirements.**
> All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:
>
> **(1) to the County**
> a) to the ~~Project~~ Village Manager:
> ~~Miami-Dade County~~ North Bay Village
> ~~2525 NW 62nd Street, 5th Floor~~ 1666 Kennedy Causeway, 3rd Floor
> ~~Miami, FL 33147~~ North Bay Village, Florida 33141
> Attention: Olga Espinosa-Anderson
> Phone: ~~(305)514-6730~~ (305)756-7171

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

~~Fax: (305)514-6882~~
E-mail: ~~oe1@miamidade.gov~~ Rrosado@nbvillage.com

b) to the ~~Project Manager~~ Finance Director:
~~Miami-Dade County~~ North Bay Village
~~Parks, Recreation and Open Spaces Department~~ Public Works Department
~~275 NW 2 Street~~ 1666 Kennedy Causeway, 3rd Floor
~~Miami, FL 33128~~ North Bay Village, Florida 33141
Attention: ~~William E. Solomon~~ Marlon Lobban, PE
Phone: ~~(305) 755-7873~~ (305)756-7171
~~Fax: (305) 755-7890~~
E-mail: ~~pbs@miamidade.gov~~ mlobban@nbvillage.com

c) to the ~~Contract Manager~~ ~~Village Attorney~~:
~~Miami-Dade County~~ Weiss Serota Helfman Cole & Bierman, P.L.
~~Internal Services Department, Procurement Management Division~~ Village Attorney
~~111 N.W. 1st Street, Suite 1375~~ 2800 Ponce de Leon Blvd., Suite 1200
~~Miami, FL 33128-1974~~ Coral Gables, Florida 33134
Attention: ~~Assistant Director~~ Haydee S. Sera
Phone: ~~(305)375-5548~~ (305)854-0800
Fax: ~~(305)375-2316~~ (305)854-2323
E-mail: ~~allangm@miamidade.gov~~ hsera@wsh-law.com

(2) To the Contractor
Tetra Tech, Inc.
2301 Lucian Way
Suite 120
Maitland, FL 32751
Attention: Betty Kamara
Phone: (321) 441-8518
Fax: (321)441-8501
E-mail: betty.kamara@tetratech.com

6. **Amending Article 9 of County Contract.** Article 9, "Method and Times of Payment," of the County Contract is hereby amended as follows:

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the ~~County~~ Village periodically, but not more than once per month, for completed services as described in Appendix A (Scope of Services) and as further priced in Appendix B (Price Schedule). In addition, the ~~County~~ Village will pay on an as needed basis additional services as defined in Appendix A. All invoices shall be taken from the books of account

kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the ~~County~~ Village, shall show the ~~County's~~ Village's contract number, and shall have a unique invoice number assigned by the Contractor. ~~It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments.~~ In accordance with Florida Statutes, ~~Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code~~, the time at which payment shall be due from the ~~County~~ Village ~~or the Public Health Trust~~ shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the ~~County~~ Village ~~or the Public Health Trust~~, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the ~~County Mayor~~ Village Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the ~~County~~ Village ~~or the Public Health Trust~~.
~~In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if~~ If money is owed by the Contractor to the ~~County~~ Village, whether under this Contract or for any other purpose, the ~~County~~ Village reserves the right to retain such amount from payment due by ~~County~~ Village to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the ~~County~~ Village. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the ~~County~~ Village to the Contractor for the applicable payment due herein.
Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the ~~County~~ Village as follows:

~~Miami-Dade County~~
~~Public Works and Waste Management Department 2525 NW 62nd Street, 5th Floor~~
~~Miami, FL 33147~~
~~Attention: Accounts Payable~~
~~Miami-Dade County~~
~~Parks, Recreation and Open Spaces Department~~
~~275 NW 2 Street~~
~~Miami, FL 33128~~
~~Attention: William E. Solomon~~

North Bay Village
Chief Financial Officer
Attention: Angela Atkinson
aatkinson@nbvillage.com

1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141
Phone: 305-756-7171

The ~~County~~ Village may at any time designate a different address and/or contact person by giving written notice to the other party.

7. **Deletion of Article 31 of the County Contract.** Article 31, "Vendor Registration/Conflict of interest," of the County Contract is hereby deleted in its entirety.

8. **Deletion of Article 32 of the County Contract.** Article 32, "Inspector General Reviews," of the County Contract is hereby deleted in its entirety.

9. **Deletion of Article 39 of the County Contract.** Article 39, "First Source Hiring Referral Program," of the County Contract is hereby deleted in its entirety.

10. **Amending Article 40 of the County Contract.** Article 40, "Public Records and Contracts for Services Performed on Behalf of a Public Agency," of the County Contract is hereby deleted in its entirety and replaced as follows:

40.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Service Provider during the term of this Agreement ("Work Product") belong to the Village. Service Provider shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

40.2. Service Provider agrees to keep and maintain public records in Service Provider's possession or control in connection with Service Provider's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Service Provider involving transactions related to this Agreement. Service Provider additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

40.3. Upon request from the Village's custodian of public records, Service Provider shall provide the Village with a copy of the requested records or allow

the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

40.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

40.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Service Provider shall be delivered by the Service Provider to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Service Provider shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Service Provider shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

40.6. Any compensation due to Service Provider shall be withheld until all records are received as provided herein.

40.7. Service Provider's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

11. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice. This provision shall replace and supersede Section 33 of the County Contract.

[Remainder of page intentionally left blank.
Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

TETRA TECH, INC.

By: _____

Name: _____

Title: _____

Addresses for Notice:
Tetra Tech, Inc.
2301 Lucian Way, Suite 120
Maitland, FL 32751
Attention: Betty Kamara
(321) 441-8518 (telephone)
(321)441-8501 (facsimile)
betty.kamara@tetratech.com (email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
COPY OF COUNTY CONTRACT

Disaster Debris Monitoring Services
Contract No. 00172

THIS AGREEMENT made and entered into as of this 11th day of February 2016 by and between Tetra Tech, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 2301 Lucien Way, Suite 120, Maitland, Florida 32751 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Disaster Debris Monitoring Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.00172 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated January 22, 2015, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Disaster Debris Monitoring Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00172 and all associated addenda, and the Contractor's Proposal.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Tetra Tech, Inc. and its permitted successors.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The word "FEMA" to mean the Federal Emergency Management Agency.

j) The words "Predicted Event" to mean a debris generating event that can be anticipated at least 24 hours before it affects the County (i.e., a tropical weather system). The County shall, in its sole discretion, determine predicted events.

k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

m) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

n) The words "Unpredicted Event" to mean a debris generating event that cannot be anticipated at least 24 hours before it affects the County (i.e., tornado). The County shall, in its sole discretion, determine unpredicted events.

o) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Price Schedule (Appendix B) 4) the Miami-Dade County's RFP No. 00172 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this agreement and shall continue through December 31, 2020. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Olga Espinosa-Anderson
Phone: (305) 514-6730
Fax: (305) 514-6882
E-mail: oe1@miamidade.gov

and,

b) to the Project Manager:

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2 Street
Miami, FL 33128
Attention: William E. Solomon
Phone: (305) 755-7873
Fax: (305) 755-7890
E-mail: pbs@miamidade.gov

and,

c) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316
E-mail: allangm@miamidade.gov

(2) To the Contractor

Tetra Tech, Inc.
2301 Lucian Way
Suite 120
Maitland, FL 32751
Attention: Betty Kamara
Phone: (321) 441-8518

Fax: (321)441-8501
E-mail: betty.kamara@tetratech.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. HOURLY RATES

The hourly rates included in Appendix B, Price Schedule shall remain firm and fixed until at least December 31, 2016; however, the Contractor may offer discounts to the County. It is the Contractor's responsibility to request any price adjustment. The Contractor's request for adjustment must be submitted to the County's Internal Services Department for review no less than 90 days prior to expiration of the then current contract year. The County may consider an adjustment to prices based on the annual October release Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for All Urban Consumers, All items in the Miami-Ft. Lauderdale area.

The County reserves the right to reject any price adjustments submitted by the Contractor or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County periodically, but not more than once per month, for completed services as described in Appendix A (Scope of Services) and as further priced in Appendix B (Price Schedule). In addition, the County will pay on an as needed basis additional services as defined in Appendix A. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty

(30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Accounts Payable

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2 Street
Miami, FL 33128
Attention: William E. Solomon

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability (when applicable) in the name of the Contractor or the Licensed Professional employed by the Contractor in an amount not less than $1,000.000 per claim.

AERIAL PHOTOGRAPHIC SERVICES

In addition to the insurance requirements A - D mentioned above, the contractor will provide or cause its subcontractor to provide:

E. Aircraft Liability including Passenger Liability in the name of the contractor or subcontractor, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "Class **VII**" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and

obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and

professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. RETENTION OF RECORDS

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the

County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

ARTICLE 17. AUDITS/ACCESS TO RECORDS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Further, the following access to records applies to this Contract:

(1) The Contractor agrees to provide the County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or authorized representatives, access to construction or other work sites pertaining to the Work being completed under the Contract.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

f) In the event that subcontractors are to be requested under this Contract, the Contractor shall take the five affirmative steps listed below to ensure minority firms, women's business enterprises, and labor area surplus firms are used when possible:

a. The Contractor must place qualified small and minority businesses and women's business enterprises on solicitation lists
b. The Contractor must assure that small and minority businesses and women's business enterprises are solicited whenever they are a potential source.
c. The Contractor must 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.
d. The Contractor must establish delivery schedules, where requirements permit, which encourage participation by small and minority businesses and women's business enterprises.
e. The Contractor may use the services of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole

purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation,

software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain

any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter “Computer Software”). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors’ employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods,

specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit*** (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit*** *(Section 2.8-1(d)(2) of the County Code)*
3. ***Miami-Dade Employment Drug-free Workplace Certification*** *(Section 2-8.1.2(b) of the County Code)*
4. ***Miami-Dade Disability and Nondiscrimination Affidavit*** *(Section 2-8.1.5* of the County Code*)*
5. ***Miami-Dade County Debarment Disclosure Affidavit*** *(Section 10.38 of the County Code)*
6. ***Miami-Dade County Vendor Obligation to County Affidavit*** (*Section 2-8.1 of the County Code)*
7. ***Miami-Dade County Code of Business Ethics Affidavit*** (*Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)*
8. ***Miami-Dade County Family Leave Affidavit*** *(Article V of Chapter 11 of the County Code)*
9. ***Miami-Dade County Living Wage Affidavit*** *(Section 2-8.9 of the County Code)*
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit*** *(Article 8, Section 11A-60 11A-67 of the County Code)*
11. ***Subcontracting Practices***

(Ordinance 97-35)

12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)

13. Environmentally Acceptable Packaging
(Resolution R-738-92)

14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)

15. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General
(Section 2-1076 of the County Code)

17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest
Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the

total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract. 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, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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 place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

iii. The Contractor will send to each labor union or representative of workers with which the Contractor 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.

iv. The Contractor will comply with all provisions of Executive Order1126 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

v. The Contract will furnish all information and reports required by Executive Order 1126 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's 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.

vi. 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 cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The Contractor will include the sentence immediately preceding paragraph (i) and the provisions of paragraph (i) through (vii) 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 Contract 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 of 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) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 “Debarment”.

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County’s Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

i) Compliance with the Copeland “Anti-Kickback” Act

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.

j) Compliance with Contract Work Hours and Safety Standards Act

i. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receive compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States

(in the case of work done under contract for the District of Columbia, or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section in the sum of $10 for each calendar day on which such individual was required or permitted to week in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

iii. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

iv. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

k) Clean Air Act

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office.

iii. The Contractor agrees to include these requirements in each sub contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

l) Federal Water Pollution Control Act

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office.

iii. The contractor agrees to include these requirements in each sub contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

m) Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy

conservation plan issued in the compliance with the Energy Policy and Conservation Act.

n) 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Grants, Contracts and Cooperative Agreements," as applicable to this Contract.

o) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection

with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor

and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. NOTICE OF FEDERAL EMERGENCY MANAGEMENT AGENCY REPORTING REQUIREMENTS AND REGULATIONS

a) General. The County may use Public Assistance grant funding awarded by FEMA to the State of Florida to pay, in whole or in part, for the costs incurred under this Contract. As a condition of Public Assistance funding under any FEMA declaration, FEMA requires the State of Florida to provide various financial and performance reporting.
   a. It is important that the Contractor is aware of these reporting requirements, as the County may require the Contractor to provide certain information, documentation, and other reporting in order to satisfy the reporting requirements of the State of Florida which, in turn, will enable the State of Florida to satisfy reporting requirements to FEMA.
   b. Failure of the State of Florida to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this Contract.

b) Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
   a. 44 CFR § 13.40 (Monitoring and Reporting Program Performance)
   b. 44 CFR § 13.41 (Financial Reporting)
   c. 44 CFR § 13.50(b) (Reports)
   d. 44 CFR § 206.204(f) (Progress Reports)
   e. FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedures (Dec 2013)
   f. FEMA-State (or Tribal) Agreement
   g. Any future requirements as outlined by FEMA in new guideline releases

c) Financial Reporting. The State of Florida is required to submit the following financial reports to FEMA:
   a. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance program under a FEMA declaration.
   b. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
   c. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

d) Performance Reporting. The State of Florida is required to submit the following performance reports to FEMA:
   a. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance program under a FEMA declaration.
   b. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
   c. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: Jonathan Burgiel	By: Isaac Amor for
Name: Jonathan Burgiel	Name: Carlos A. Gimenez
Title: Vice President	Title: Mayor
Date: July 17, 2015	Date: 2/9/16
Attest: Sandra Fajardo Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
Notary Public State of Florida Sandra M Fajardo My Commission FF 098767 Expires 03/09/2018	Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

Background

Communities with a debris management plan are better prepared to restore public services and ensure the public health and safety in the aftermath of a disaster, and are better positioned to receive the full level of assistance available from FEMA and other participating entities. The County is soliciting proposals for disaster debris removal monitoring services to support the oversight and management of debris recovery contractors and submit and/ or assist in County applications for public assistance from FEMA, the State of Florida and other relevant agencies. The Contractor shall have a comprehensive understanding of FEMA Public Assistance Program and shall provide oversight and management of debris recovery contractors. The Contractor's management of debris recovery contractors shall include, but is not limited to: field monitoring of debris removal and reduction, truck certification, damage assessment, training, emergency planning and other related services as needed and/or requested by the County. Other related services include facilitating communication with the Federal Emergency Management Agency (FEMA), the State of Florida and other federal agencies and coordination with state's FEMA liaison. Finally, the Contractor shall submit and/or assist in the submission of County applications for public assistance from FEMA, the State of Florida and other relevant agencies.

Services to be Performed

A. Project Management: The Contractor shall:

1. Provide trained staff and necessary equipment to properly provide the services outlined throughout this solicitation. The Contractor's equipment shall include, but not be limited to personal protective equipment (e.g., traffic vest, hard hat, gloves, etc.), safety equipment (e.g., traffic cones, barricades, etc.), transportation, and electronic and telecommunication devices (e.g., digital cameras, tablets, lap tops, communication devices, Global Positioning Systems (GPS) etc.) at no additional cost to the County.

2. Monitor and manage the debris recovery contractors. The Contractor shall schedule work for all project management team members and debris recovery contractors on a daily basis.

3. Determine the impact and magnitude of the disaster event before federal assistance is requested, identify damaged locations and facilities, prepare pre and post disaster estimates of debris quantities, document eligible costs and describe the physical and financial impact of the disaster.

4. Assign a Project Manager (PM) and an Operations Manager (OM). The PM shall be assigned as the County's point of contact. The OM shall oversee and manage each debris recovery contractor and shall be supported by Field Supervisors.

    a. At the discretion of the County, the PM may be physically located in the County's Emergency Operations Center (EOC) or other location specified by the County. The PM shall be supported by the full array of Contractor's resources to enhance efficiency and expedite deliverables.

5. Monitor progress of debris recovery contractors, including issuance and electronic recording of load tickets, develop/implement recommendations to improve efficiency speeding up recovery work.

6. Provide post debris staging services including certifying volumetric capacity of trucks designated to remove debris from the site; monitor and record each and every contractor or other entities removing debris, document the type of debris removed and the volume of each load removed from the staging site and document the final disposal location(s) for each removed load; when requested by the County, prepare the staging site closure plan; oversee and document staging area contractor restoration and site closure activities, certify completion of site closure in accordance with plan, and provide final site closure report to County, FEMA and any regulatory agencies having jurisdiction over the site or activities.

7. Provide and use hand-held electronic device(s).

8. Provide the Contractor's RecoveryTrac Automated Debris Management System for documentation and data management which shall include the functionality outlined in Attachment 1 and conform to the United States Army Corp of Engineers, DTD12Jul2013, minimum system specifications outlined in Attachment 2. The Contractor shall grant the County access to RecoveryTrac's Geospatial reporting system. Access to geospatial reporting systems provides the County with both real-time and historical data using a shared read-only login. Read-only access will enable the County to complete data exports of summary and bulk data in various forms, including Excel. Data exports can be completed based on data range or can be inclusive of the entire database. If requested customized access logins can be provided to hide or redact information to provide limited access to various users as specified by the County.

9. Conduct inspections and certify load capacity of each truck used by debris recovery contractors including: development and maintenance of a certified truck database with records of measurements, truck photos, certified truck capacity and other pertinent vehicle information (e.g. owner, vehicle registration, company etc.).

10. Upon request by the County, the Contractor shall assist the County in responding to public concerns regarding property damage assessment, replacement of damaged property, status of clean-up, clean-up target dates, etc.

11. Document damages caused to private properties and public lands.

12. Review and reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement for debris hauling, monitoring, reduction, and disposal efforts. The Contractor, in performing services related to review of invoices and payment requests and the rejection and approval thereof, agrees to perform all of its services for the County in strict compliance with this Solicitation and Part Vll of Chapter 218 of the Florida Statutes titled "Local Government Prompt Payment Act" as if it were the local government entity. If a dispute arises between the Contractor and the debris recovery

contractor concerning payment of an invoice or payment request, the Contractor shall immediately notify the County in writing of such dispute.

13. The Contractor shall submit and/or assist in the submission of County applications for public assistance from FEMA, the State of Florida and other relevant agencies.

14. Make available project documents and data, in hard copy and through an electronic database, to designated County personnel. The County shall have access to hard copy project documents and data during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m.). The County shall have complete access all electronic documents 24 hours a day during the entire term and of the contract and following the completion of the contract.

15. Digitize all source documentation in PDF format, such as load tickets supplied to the County with each invoice, as required by FEMA and to be compatible with the County system that utilizes Microsoft Office.

16. Establish a Project Management Team to support the Project Manager listed in item two of this section. Members of the Project Management Team may include, but are not limited to the following:
    a. Project Manager
    b. Operations Manager/Assistant Project Manager
    c. FEMA Reimbursement Manager
    d. Field Supervisor
    e. Truck Certifier
    f. Staff Scheduler/Truck Dispatcher
    g. Damage/Debris Assessment Specialist
    h. Collection Monitor, Disposal Monitor, Flagmen/Traffic Controllers
    i. Data Clerk
    j. Engineer/Scientist

17. The Contractor may add other positions to the Project Management Team, as necessary, with the written approval of the County's Project Manager. The Contractor is encouraged to utilize local work force as available, as travel and lodging are not covered by the County.

B. Response Time and Mobilization: The County has the sole discretion to determine whether an event is predicted or unpredicted. The Contractor shall respond to predicted events and unpredicted events as follows:

Predicted Events

A "Predicted Event" shall mean a debris generating event that can be anticipated at least 24 hours before it affects the County, for example a tropical weather system. The Contractor, when requested by the County, shall report to the location designated by the County, at a minimum of 24 hours prior to a predicted emergency event.

Unpredicted Events

An "Unpredicted Event" shall mean a debris generating event that cannot be anticipated at least 24 hours before it affects the County, for example a tornado. Emergencies other than predicted events, the Contractor shall report within six (6) hours of notification to the location specified by the County authorized

representative. The Contractor shall mobilize a staff of sufficient size to adequately administer and monitor debris operations, as indicated herein.

C. Meeting and Communications: The Contractor shall:

1. Maintain open, timely conversations and written documentation with the County and FEMA to provide successful completion of the disaster response.

2. Meet with County representatives as directed and coordinate with the County throughout the execution of the recovery operations.

3. Attend pre-work conferences(s) for the debris recovery contractors, as directed by the County, and convene and attend regular progress and coordination meetings, as directed by the County.

4. Provide minutes in an electronic format of all meetings to the County. Minutes shall be provided the next business day after the meeting occurs.

5. Coordinate daily briefings, work in progress, staffing, and other key items with the County's Project Manager.

D. Operational Reports and Other Documentation:
The Contractor shall prepare and submit to the County throughout the duration of the recovery operations the following reports:

1. Operational Reports shall document the current status of the Contractor's operational details such personnel levels, equipment status, status of debris management sites, summary of the Daily Reports as required below, and items as may be required by the County. The reporting frequency for the Operational Reports is to be determined by the County.

2. Daily Reports shall document the debris recovery contractors' activities and progress from the previous day. The daily reports shall be submitted by 8:00 a.m. of the following day to a distribution list established by the County's Project Manager. Each daily report submitted shall contain at a minimum the following information:

   a) Name of each Contractor;

   b) Number of Contractors including the number of crew members working each day, number of loads removed, estimated cubic yards removed for the day and the respective number of cumulative loads and cubic yards removed;

   c) Reports and graphs that document the production rate of crews, equipment, progress by area and estimation of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed and hauled); and

   d) Geographic Information Systems (GIS) mapping data updates and digitized reports. All required GIS layers will be provided to the Contractor by the County's authorized representative, prior to an

event or as soon as possible to ensure up to data files and consistency in field structure.

e) Report of cubic yards, converted to tonnage, if available, of debris delivered to PWWM facilities.

f) Other reports as required by FEMA.

3. Customized reports shall be made available by the Contractor to the County at no additional cost. Upon request for a customized report, the Contractor will make every reasonable effort to provide the County with a draft of the report within 48 hours or less for the County's review and approval. If the complexity of the report requires in excess of 48 hours, the Contractor's Project Manager will keep the County informed as to the progress and expected delivery and if possible, provide the requested data in a temporary format (such as Excel) until the final report can be delivered.

At the County's sole discretion, additional reporting information and data may be required.

E. Field Monitoring:
Each debris recovery location shall have at minimum (1) collection monitor. The Collection Monitor shall oversee the debris recovery crew for contract compliance, efficiency and regulatory compliance. The Collection Monitor shall provide feedback to the County through a Field Supervisor.

Responsibilities of Contractor's Project Manager, and the Project Management Team, including the Collection Monitors, shall include, but not be limited to:

1. Document daily and weekly recovery work and costs ensuring that proper records are maintained for load tickets, using a hand-held electronic data management device. This documentation is required as evidence to support and document recovery costs and reimbursement of the County.

2. Inspect the means and methods, according to FEMA's guidelines for reimbursement, to measure and record work, recommending changes that may be needed.

3. Stop work in progress that is not being performed or documented in the appropriate manner.

4. Inspect work in progress to ensure that removal efforts include debris of the proper type according to County and FEMA classification in the proper areas as assigned by County authorized representative.

5. Check work in progress to ensure that the proper work authorizations, permits, and other regulatory requirements and prerequisites have been received and approved.

6. Verify that all debris sites and staging areas have adequate access control and security.

7. Recommend any improvements in work assignments and/or efficiency and productivity that may be appropriate.

8. Maintain digital photo documentation of recovery work, as required by the County.

F. Debris Site and Staging Area Monitoring:
The Contractor shall ensure that a minimum of four (4) Disposal Monitors per debris site and/or staging area are deployed upon establishment of each site to assess and record load volumes and provide coordination and perform other related activities necessary for reimbursement by FEMA. The County authorized representative will advise if additional Disposal Monitors are required depending on the size of the debris site and/or staging areas.

G. Public and Private Property Damage Assessments:
The Contractor shall assign Damage Assessment Specialists to document field damages to private properties and public lands and to notify contractors of their responsibilities in repairing damages. In the event that damages are not repaired to the satisfaction of the homeowner and/or government entity, and where the debris removal contractor claims no further responsibility, the documentation from each of these incidents shall be turned over to the County's Internal Services Department, Risk Management Division for final resolution.

H. Technical Expertise and Guidance:
Per event, when directed by the County, the Contractor shall:

1. Develop and submit a comprehensive emergency management plan to include plan development, review, and revisions. Such plan must include RecoveryTrac testing and system acceptance by the County to confirm compliance with performance requirements. Final plan must be submitted no later than May each year.

2. Provide damage assessments of facilities; assessment plan development, procedure development, staff training, staff augmentation, and deployment.

3. Develop a comprehensive mitigation program to include development of a mitigation plan, cost benefit analysis, project management, and environmental review.

4. Provide the County all relevant data and supporting documentation as may be required by the Mayor, County Senior Management Staff, Board of County Commissioner's (BCC) and BCC Subcommittees.

5. Provide technical support and assistance in developing public information.

6. Provide other reports and data as required by the County.

I. Final Report:
A final report of volume and any other information collected for each event, as requested by the County, shall be prepared by the Contractor and shall be

submitted to a distribution list as established by the County's Project Manager, within 30 days of completion of the recovery operations. Recovery operations include remediation of sites, closure of sites and conclusion of all related operations. At a minimum, the following information shall be included in the report.

1. Discussion of lessons learned and recommendation for future disaster response, including the County's recovery contract requirements and results.
2. Recommendation for future disaster response strategies.
3. Digital copies of manifests, certificates, and related documents.
4. All other data taken during the implementation of the Disaster Response Plan.

J. Event Closure:
The Contractor shall review and process requests for payment by the debris removal contractors. As part of this process, the Contractor shall reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement by FEMA for debris hauling and monitoring efforts. The Contractor shall prepare final reports necessary for reimbursement by FEMA and any other applicable agencies involved in disaster recovery efforts.

K. Training Services:
Contractor shall conduct onsite training, as requested by the County, with the content to be defined at the time of request. Training may include the following groups, as needed: operational/field staff, administrative/managerial staff, or technical staff and cover topics such as the use of the RecoverTrac system, provision of services, or the emergency management plan and/or preparation. The duration of each training shall be mutually agreed upon. All training shall include reference documentation. All reference documentation shall be submitted to the County for review and approval prior to completion of training. If additional training is needed, Contractor has the ability to provide online, web-based training as well. Contractor will provide an executive level training of no more than half a day in length. The level of detail provided during the training class will be consistent with the level of ongoing involvement of County staff.

L. Additional Services:
At the County's sole discretion, the Contractor may be required to perform any of the following additional services, but not limited to:

1. Provide aerial photographs of debris sites or other areas as requested by the County and per FEMA specifications.

2. Provide other related emergency management and consulting services identified and required by the County.

In situations where the Contractor may be required to provide these additional services, a formal written proposal shall be provided with the scope of work and price to be submitted for review and approval by the County's Project Manager. The hourly rates for these services shall not exceed those stipulated in Appendix B, Price Schedule. Reimbursement for equipment, material and for subcontracted services not stipulated in the Price Schedule shall be included in the formal written proposal and will be considered on a case-by-case basis.

APPENDIX B – PRICE SCHEDULE

Hourly Ceiling Rates

Hourly rates are inclusive of all out of pocket expenses, material, travel, per diem and miscellaneous cost and fees.

Position	Hourly Rate
Project Manager	$75.00
Operations Manager/Assistant Project Manager	$57.00
FEMA Reimbursement Manager	$59.00
Field Supervisor	$37.50
Truck Certifier	$33.50
Staff Scheduler/ Truck Dispatcher	$29.00
Damage/Debris Assessment Specialist	$38.00
Collection Monitor	$33.50
Disposal Monitor	$33.50
Flagman / Traffic Controllers	$29.00
Data Clerk	$0.00
Engineer/Scientist	$72.00
GIS Specialist	$53.00
Administrative Assistant	$29.00
Data Manager	$59.00
Health and Safety Manager	$64.00
ADMS Ticketing Specialist	$67.00
Public Assistance Analyst	$95.00

ATTACHMENT 1 - RecoveryTrac™ ADMS FUNCTIONALITY

System Overview

RecoveryTrac™ ADMS: A New Paradigm in Debris Removal

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, ***TETRA TECH has invested heavily in research and development*** in efforts to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility of debris project operations, RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

- 800 units immediately available (owned, not rented or leased)
- USACE ADMS compliant
- Connected or disconnected operation independent of cellular network issues
- Expedites invoice reconciliation
- Provides real-time GIS reports and pass map tracking in a web-based portal
- Advanced issue management toolset
- Automated photograph and GPS capture
- Intuitive and user-friendly and highly scalable

Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. TETRA TECH has developed resilient software and hardened IT infrastructure to efficiently capture and manage the project documentation efforts in the largest of responses to disasters. This state-of-the-art technology has ***already shown to increase the efficiency and improve the management*** of debris removal efforts for multiple clients. RecoveryTrac is the ***most full featured electronic ticketing and disaster debris management system available***.

RecoveryTrac ADMS is proven in Disaster Activations

Used in field operations since 2011, RecoveryTrac ADMS has successfully documented the removal of over ***3.5M Cubic Yards of debris removal and over 200,000 hazardous tree removals***. ADMS has been used in several activations with over 100 monitors in operational areas spanning several states. Its ability to be rapidly deployed in harsh conditions has made it invaluable in delivering successful projects and those familiar with RecoveryTrac ADMS, from ***Clients to Debris Haulers, ask for the system by name*** because of the features and rock-solid reliability in the field.

Disaster	Year	# of Projects	Total CYs
Flooding/Severe Storm (TX)	2015	5	350,000*
Ice Storm (GA/SC)	2014	7	1,042,000
Floods (CO)	2013	3	96,100
Ice Storm (SD)	2013	2	203,000
Hurricane Sandy (NJ)	2012	14	197,850
Hurricane Isaac (LA)	2012	1	255,000
Texas Drought & Wildfires	2011	3	1,300,000

**Project not yet completed; quantity provided is an estimate.*

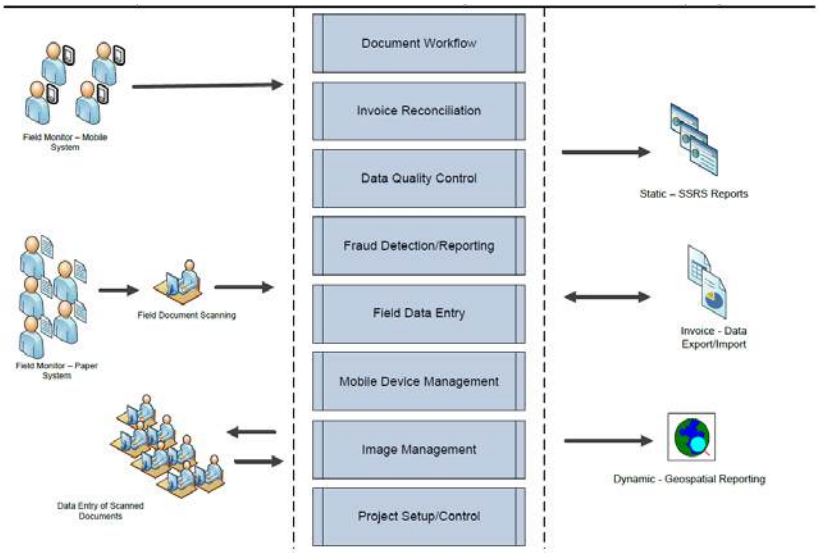
RecoveryTrac System Overview

The RecoveryTrac Automated Debris Management System (ADMS) is comprised of three applications and a hardened and reliable infrastructure providing a scalable and capable debris management solution.

This Technical Capabilities document provides an overview of the RecoveryTrac system, Key components of the system include:

- RecoveryTrac -Infrastructure – The backbone of the solution, scalable and capable of supporting the largest of activations
- RecoveryTrac -Desktop – The desktop application provides the setup, configuration, management, and monitoring of the system
- RecoveryTrac -Mobile – The mobile application automates the field data collection process improving accuracy and timeliness of debris information
- RecoveryTrac-Geospatial – A highly capable ESRI Geospatial based solution for data visualization, analyzing, information sharing and reporting

Figure 1.1 – RecoveryTrac Functional Diagram



RecoveryTrac Infrastructure

The RecoveryTrac infrastructure is housed in a secure co-located datacenter in a geographical and environmentally stable region of the U.S. The datacenter is a hardened and secure facility with redundant power and internet connectivity. Key features of the RecoveryTrac-Infrastructure include:

- Controlled Access to RecoveryTrac core components – 2 factor authentication with access list, credential, and authentication controls
- Redundant Power Systems – Utility redundant circuits with emergency diesel backup generators (with 2 week on-site fuel supply)
- Low latency/ High bandwidth Connectivity – Service provider is a Tier 1 Internet Service Provider with multiple OC-192 (greater than 1GB/sec internet speeds) connections and excellent peering agreements.
- On-site 24x7x365 4-hour response for technical support contracts for core networking and server components
- Multi-layered security model using role-based access and hardened firewall and proxy appliances to securely communicate with client applications over SSL
- Superb response to changes in Client infrastructure needs through a powerful virtualized server environment. Additional web or data server resources can be provided in hours

- Technical Support Capability – As part of one of the largest consulting companies in the U.S. the depth of support that is available is second to none. From desktop and mobile support to Network and Security Engineers all available to provide a stable and reliable foundation for the RecoveryTrac system.

RecoveryTrac Desktop Software Application

RecoveryTrac-Desktop utilizes a Microsoft Windows desktop application connected by a web services layer to communicate with the RecoveryTrac Infrastructure. The desktop application manages both the mobile and paper-based projects allowing operation operating side-by-side or in transition between the two. Key features of RecoveryTrac-Desktop include:

- Mobile Device Management tools – Registration, provisioning, and location and security monitoring
- Paper-based Management tools – Paper document scanning, data-entry, and image collection and processing
- Transaction Engine – A fully featured and flexible engine based able to handle the most complicated contracts and federal requirements to properly generate correct financial payment reconciliation and allocation to applicable reimbursement agencies.
- Fraud Detection Engine – A continuously running background process that monitors proprietary algorithms for possible fraud and immediately notifies the RecoveryTrac Operations center for investigation
- Document Workflow Engine – A highly configurable workflow engine able to automate nearly any paper-driven process. With document collection, critical path determination, and detailed reporting it can manage the most completed automated document management requirements.

RecoveryTrac Mobile Software Application

RecoveryTrac-Mobile is a mobile application that simplifies the collection of field documents used in debris cleanup operations. By reducing the amount of information a monitor is required to provide the accuracy of the field document is greatly improved. The mobile device can operated in “connected” and “disconnected” modes depending on the availability of the communication infrastructure. The mobile platform used is a commercially available that is widely available so even in large activations the system can be quickly implemented at a cost that is significantly less that the paper-based system. Key features of RecoveryTrac-Mobile include:

- Rapid Ability to Scale Out - Mobile equipment is commercial grade and widely available. The on-hand inventory can be on-site and ready to use within 24hrs of a notice to proceed and additional needs can be met quickly, in most cases 72 hours or less.
- Simple and Intuitive – The application keeps the required user training to a minimum. Once a Monitor has completed field training, most can use the mobile device with no further training.
- Low-Cost – Based on widely available equipment and simplicity in operations we balance the need for automation with controlling costs to our customers.
- Reliable and Stable – Based on the popular Android operating system, the mobile application is secure and ultra-reliable. This reduces the interruptions in field operations due to ‘technical difficulties’ and the number of support personnel required to maintain the system.
- Technical Support – The mobile support includes roving support technicians that are in most cases ability to reach field monitors within 15-30 minutes; Disposal site technicians and afield depot maintenance and repair center to maintain and repair equipment.

RecoveryTrac Geospatial Software Application

RecoveryTrac Geospatial brings the power of GIS reporting without the complexity or end-user training required for use. The Geospatial reporting portal uses the role-based security along with data segmentation to ensure the applicability of the reports and security of Client, Partner, and Government data are protected. The near-real-time data collection of RecoveryTrac Mobile moves the field operation management to a new level of awareness and control. Key features of the geospatial reporting system include:

- Value Added Services - Superior and extensive geospatial development support and map data availability provide maps and map data not available through public providers
- Simple but powerful - User interface based on Microsoft Internet Explorer and Adobe Flash with intuitive and easy to understand controls
- Data Portability – Need to analyze data outside of the web interface? The system provides data based on your needs and provides the data in a compatible format that has been redacted of sensitive information (for roles with limited access)

Advantages and FAQ

Why RecoveryTrac Electronic Field Data Collection?

With ***laser focus on the ability to accurately collect field information*** when the typical infrastructure is not available, Tetra Tech developed the mobile collection tool. We made it simple to use, reliable, and most importantly, able to collect and store information and photos offline until they can be uploaded. The "disconnected" capability provides the ability to operate anytime, anywhere with a minimal infrastructure support footprint. The end result is correct real-time debris removal information made available to our Clients minutes after completion instead of next day as with paper-based systems.

Key changes in the industry are driving the adoption of ADMS documentation. Improvement in accuracy, cost allocation, ability to mobilize and efficiency are leading the charge because of these key advantages:

- Reduction in process induced errors (hand-writing, data entry, etc)
- Improvements using in-process QC auditing within an end to end QA program
- Advanced Geospatial based auditing by federal agencies demand the accuracy of ADMS
- Proper allocation of FHWA-ER and FEMA-PA funding using geospatial services combined with GPS
- Ability to perform several methods of cost allocation based on geographic location
- More accurate reports of current debris removal costs and improvements in timely reconciliation and recommendation of contractor invoice payment
- Day 1 documentation of damage and debris locations (Maximize FHWA/FEMA reimbursement, ESF Reporting and establishing priorities)
- CONOPS supports multiple activations in under 24 hours (Over 800 mobile units are maintained on hand with several ADMS trainers)
- Real-time visualization of resources enables Project Managers to direct removal operations per district priorities
- Improved data sharing reduces across data systems and support for NIMS Communication and Information systems

What Features are included in the RecoveryTrac offering?

In addition to the reduction in process induced errors typically seen with paper based documentation the following key benefits will be realized:

- Real-time situation awareness of field resources and efficient direction to support operational priorities
- Portability of data allowing Easy integration with other systems such as our Client's GIS mapping applications and data collection systems
- Real-time GIS web services for NIMS Common Operating picture based EOC information and visualization systems
- Disconnected field mobile based GIS integrated data collection
- Agile mobile application changes with our Client's priorities and information needs
- Wide area, rapid deployment in less than 24 hours with pre-trained technical staff
- Over 800 mobile units on-hand ready for state-wide multi-district mobilizations

The Initial Challenge: Rapid User Training and Deployment

Using our experience in disaster response, we developed a rapid deployment model that we can leverage across all of our services. The RecoveryTrac™ equipment is:

- Packaged and deployed efficiently
- The mobile application is intuitive and leads the user through the collection process
- Our trainers deliver concise safety, eligibility, and operations training and cover self-troubleshooting
- Our support is efficient and right-sized

We are able to deliver equipment, train users, and begin field data collection in less than 24 hours, which is critical

The Game Changer: Real-Time Information and Visualization Increases Efficiency

Over the last several years, the cellular industry has invested heavily in the hardening of infrastructure in areas most susceptible to environment disasters. We have taken advantage of these improvements by partnering with the Tier 1 providers to get the information from the field to you as quickly as possible, ideally in real-time. Field devices are constantly looking for connectivity to immediately upload collected information. Once the field data is uploaded, RecoveryTrac™ Geospatial services provide rich information and visualization of the field data. Using the emergency operations center (EOC) operation board concept, users can visualize everything from damage concentrations to field debris equipment locations and more. The end result is better information = better decisions and less waste

Data Sharing: How to Bridge the Data

Manually export from this system, and then format, and then import into that system…sound familiar? It has been the method of sharing data between separate systems for several years. RecoveryTrac™ provides new, efficient real-time methods for sharing and integrating separate systems. With the use of commonly used web services, data can be shared on demand. For example, to integrate the road pass completion and damage reports collected by RecoveryTrac™ into existing GIS-based Client maps, a real-time RecoveryTrac™ GIS web service would be provided that would give up-to-the-minute data on road progress and photos detailing the damage report. The ability to export data and photos into a common format file is also available.

Reduced Costs: Working Smarter not Harder

Paper-based systems require additional labor hours for data entry, Quality Assurance and Quality Control (QA/QC), invoice reconciliation, and project reporting. RecoveryTrac™ eliminates the need for data entry staff while also reducing the amount of time needed for QA/QC, invoice reconciliation, and project reporting. Using RecoveryTrac™ allows our field monitoring staff to work smarter and not harder which directly correlates to more efficient monitors and a reduction in total field monitoring hours.

Multi-Operational Area Management: Coordinated Reporting and Quality Control

It is understood that it is required to submit daily reports of progress that are used to provide updates to our Client's leadership and the public. The incoming report information must be checked and formatted then put into a format that is common throughout the operational area. This step is time-consuming, requiring the effort of technical staff that could be focused on other priorities.

RecoveryTrac™ ADMS can provide the one-stop information in a consistent, easily consumed format that can provide the consistent and correct multi-District operations status picture. These data feeds are real-time as it is happening in the field; there is no spreadsheet to import and no conversion—just a single GIS web data service to pull required information. Some examples of data included:

- Road Clearance Status (Pass Map)
- Hazard Removal Locations
- Debris Pickup Locations
- Truck and Monitor Locations
- Reported Damage Locations
- Debris Removed

Data managers assigned to continuously monitor the information flowing into the system check for potential problems and dispatch supervisors to respond to the problem. The system monitoring panel shows real-time statistics and potential problems for the District(s) operations based on exhaustive in-process quality checks that occur continually. The figure below details how we use RecoveryTrac™ ADMS to meet quality standards of the District using the direct monitoring and immediate feedback technique.

The management of a debris operation over a wide operational area is challenging. Ensuring removal of eligible debris, meeting public expectations, along with the proper documentation of removal is critical to success of any project. Tetra Tech has invested heavily in providing state of the art tools along with a detailed training program for Project operations staff to meet these challenges. With the integration of the automated field data collection systems with advanced geospatial applications we provide several industry leading capabilities that include:

- Geographic boundary checks for eligibility
- Pass completion tracking by road and custom debris management zones
- Real-time Truck and Monitor locations for effective utilization of contractor assets
- Real-time metrics and operational statistics to monitor performance and fraud detection
- Documentation of contractor related damages, missed debris piles and other operations Issues

These tools provide our Clients with a "common operating picture" of the operation. Similar to an Emergency Operating Center, this enables a Debris Removal Operations center that has a clear picture of field operations allowing responsive reporting and proactive management of the process.

Geographic Eligibility Checks

With the integration of geospatial data incoming data is checked and analyzed for eligibility issues. Starting with the real-time location of contractor vehicles and monitors, project control staff can identify out of eligible area assets and direct field supervisory staff to the location and correct the issue. Incoming GPS tagged field data is checked for applicant eligibility using automated geoprocessing. County, municipal and debris grid boundaries are used to ensuring proper accounting of removal costs. For mileage based contracts both straight line and route distance can be used to determine proper placement of DMS sites to reduce disposal costs.

Real-time Truck and Monitor locations

Management and direction of contractor assets present a formidable challenge in ensuring high priority areas are addressed and effective distribution of debris removal equipment. Tetra Tech provides our Clients with real-time reporting showing the current locations of all equipment in the field along with detailed operational statistics needed to monitor contractor performance. When performance based contracts are utilized, Tetra Tech can provide the tools need to evaluate performance and better manage the contractor(s).

Figure 1.3: Real-time Monitor Locations

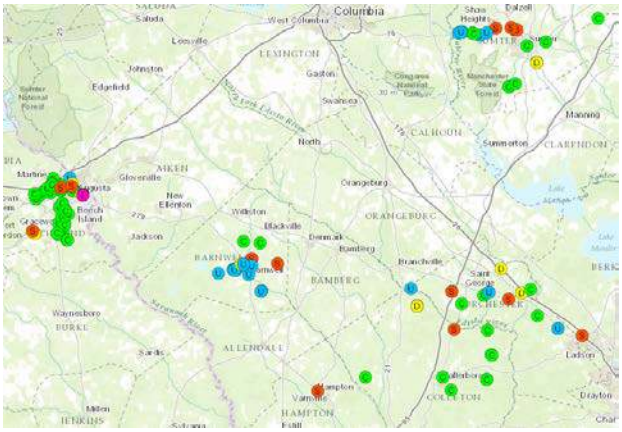
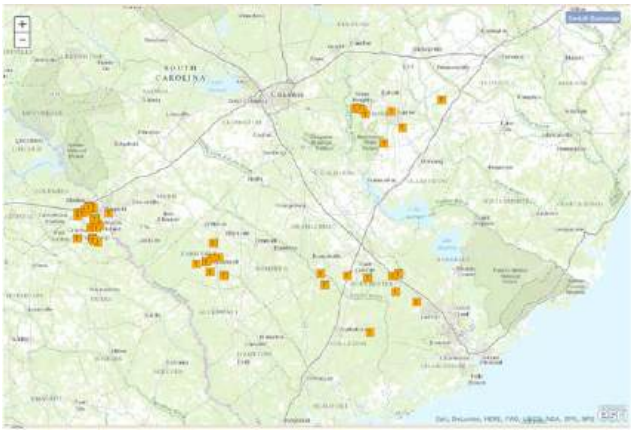


Figure 1.4 – Real-time Truck Locations



Real-time metrics and operational statistics

The demand for current information continues to grow especially following a natural disaster when the focus is cleanup and restoration of normal services. TETRA TECH has used our extensive experience to ensure our Clients can answer the requests for progress and status information. With the automated field data collection combined with the accuracy of the geospatial visualization and summarization, data is available on demand and is usually up to date within a few minutes. These reporting tools provide the operations staff with unparalleled access to the debris removal progress. Data is accurately summarized at the project, debris management zone, or individual level in an easy to understand easy to access delivery method.

Documentation of contractor related damages, missed debris piles

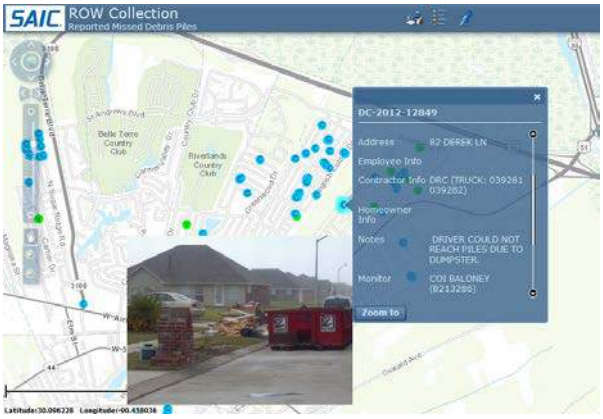
In every debris removal project there are operational issues that occur which if not properly documented and tracked can become large problems for the management staff. With TETRA TECH's automated system every field employee is provided with a tool to document these issues which are made available real-time to the common operating picture in the command center. Some of the more common uses for TETRA TECH's incident tools are:

- Damages. Contractor caused damages are documented with photographs and tracked to ensure the damages are corrected as soon as possible.
- Missed Piles. Skipped debris piles are documented with reason to ensure follow up pickups are scheduled.
- Injury and Safety. Reports are documented allowing safety inspectors to quickly identify unsafe work practices and trends thus enabling proactive response when required.
- Debris Hotline Call Center. Incoming calls from home owners can be documented and tracked.

Figure 1.5: Contractor Damage Report

Figure 1.6 – Missed Pile Report

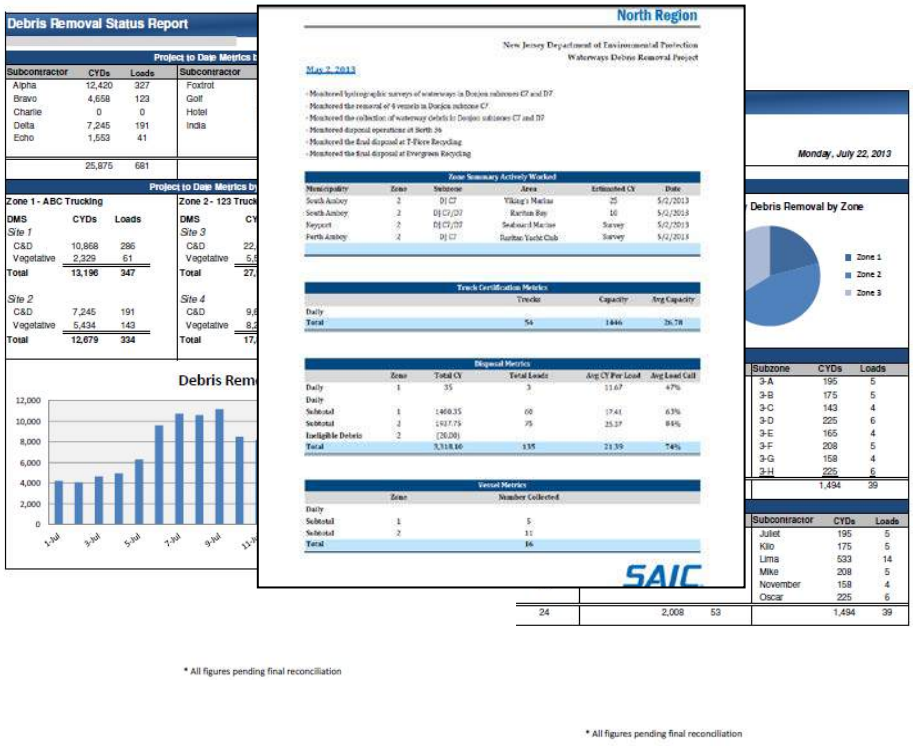




Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or even smart phone. The District will also receive a suite of custom reports that show debris metrics by communities. Tetra Tech takes pride in the customization of reports to meet our client's specific needs. Below are some custom reports created for recent projects.

Figure 1.7: Sample Custom Report



Quality Assurance/Quality Control Program

Implementing sound QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Through years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of Tetra Tech's ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from

traditional manual (paper and pen) debris monitoring operations. Due to the real-time reporting and additional information collected by Tetra Tech's ADMS technology, Tetra Tech can establish a virtual command center to audit project information as it is collected.

Contractor Reconciliation

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the District. After reviewing the contracts, Tetra Tech will set up the RecoveryTrac™ database to generate transactions for tickets issued to each debris contractor. Tetra Tech will then meet with each primary debris contractor to review the debris contractor reports that will be generated automatically through RecoveryTrac™ Mobile. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the District. Several QA and QC checks will be conducted on data before it is provided to the contractor. The application of RecoveryTrac™ Mobile significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. The process for contractor invoice reconciliation in a RecoveryTrac™ Mobile project is as follows:

- Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on Tetra Tech's debris contractor reports.
- Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
- Tetra Tech reviews the contractor data against Tetra Tech's RecoveryTrac™ database records.
  - If no discrepancies are identified, Tetra Tech notifies the contractor that there are no discrepancies in the dataset.
  - If discrepancies are identified, Tetra Tech generates a discrepancy report noting the ticket numbers and differences between the two data sets.
- Tetra Tech submits the discrepancy report for the contractor's review. The contractor revises their invoice based on the discrepancies and resubmits to Tetra Tech for review.
- Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for the District's review.

Attachment 2 - United States Army Corp of Engineers, DTD12Jul2013

Automated Debris Management System
ADMS (pronounced Adams)

The purpose of this section is to provide specifications for an automated debris management system to be utilized in disaster debris management missions tasked under the Debris ACI Contract(s). The ADMS must meet the following performance characteristics:

1. The system must generate an electronic load tickets at the point of debris loading into the transport container. Paper tickets are optional. At a minimum, the system must produce a load ticket must exhibiting the following characteristics:
    a. Allow creation of point of origin load data only when position is known and credentials have been authenticated
    b. Automatically record date and time and other relevant point of origin data
    c. Systems writes point of origin load data using encrypted storage algorithms
    d. Records Right Of Entry or work order number
    e. Documents ticket/tower personnel credentials with point of origin load data
    f. Acknowledge successful data capture
    g. Record digital images of debris, location, and / or other images selected by user.
2. Duplicate databases for internet and government use
3. Only two elements of the traditional debris paper load ticket (debris type and load call) are manually entered.
4. Uses GPS & GIS technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage.
5. Evaluation of daily event status, production information, and performance information using web-based reporting, off the shelf software, and GIS tools.
6. Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled thru an integrated database management system.
7. The ticket/tower applications at a minimum must include:
    a. Ticket/tower monitor electronic registration
    b. Generate, document, track, and manage unique encrypted identification data for employed personnel
    c. Link designated ticket/tower personnel roles to a specific mission
    d. The ability to edit ticket/tower personnel roles i.e., create, update and delete
    e. Assign and track equipment used in debris hauling and reduction
    f. Store ticket/tower personnel contact information relative to the mission
    g. Track and Manage ticket/tower personnel role and status
    h. Reject invalid ticket/tower personnel credentials
    i. Reject invalid certification credentials
8. Truck certification is used to register authorized debris hauling vehicles and equipment. As a minimum, the following must be included:
    a. A means of electronically registering authorized debris contractor vehicles and equipment
    b. Link electronic registration to digital images
    c. Identify mission and governmental entity
    d. Document and record unique identification data for contractor vehicles and equipment
    e. Utilize uniform measurements e.g. feet and inches
    f. Capture vehicle volume
    g. Utilize industry standard equations for all volume calculations
    h. Capture drivers and certification team member unique identification number
    i. Recertify vehicles
    j. Recertified vehicles must be recorded in an audit table
    k. Certification data must be associated to authorized system user
    l. Reject vehicles which are not associated with current event and applicant
    m. Capture vehicle audit records
    n. Create a printed certification record
    o. Administrative reporting capabilities

9. Completed ROW, ROE and Per-unit point of origin transactions must be received at the approved disposal site. At a minimum, the disposal site management application must provide the capability to:
    a. Accept site configuration data at the beginning of each work day
    b. Dynamically configure receiving application based on site configuration data
    c. Display certification data and photo for ticket/tower personnel to perform a field audit of truck/trailer to assure they matches certification and placard number
    d. Designate debris type
    e. Record debris volume (based on unit of measure for the contract task order)
    f. Identify original load data and create hard copy
    g. Create load data record in internal storage
    h. Create backup copy of internal storage
    i. Continuously calculate and present real-time disposal site statistics
    j. Re-print load ticket data
    k. Preserve in its original state, then transmit daily transaction data
    l. Associate ticket/tower personnel credentials with each received load
10. Perform administrative duties, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the field administrative applications must provide the capability to:
    a. Change ticket/tower personnel identification roles and responsibilities
    b. Review total CY counter value
    c. Audit vehicle certification data
    d. Validate/Invalidate equipment and personnel
    e. Reinitiate security sequence for ticket/tower personnel
    f. In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the government secure server
11. Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The Data Consolidation applications must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum, the Data Consolidation tools must provide the capability to:
    a. Accept transactional data sets from multiple debris location systems
    b. Recognize multiple mission/applicant configurations
    c. Grant access to authorized authenticated users or processes
    d. Contain a master record of:
        i. Roles and responsibilities
        ii. Ticket/tower personnel credentials and other data
        iii. Certification credentials and other data
        iv. Mission data
        v. Applicant data
        vi. Geospatial data
        vii. Street centerlines
        viii. County outlines
        ix. Population and demographic
        x. Elevation
        xi. Wetlands delineation
        xii. Historic and Environmentally Sensitive areas
        xiii. Debris work zones
        xiv. Parcel data
        xv. Land use
        xvi. FEMA flood zones
    e. Thematic mapping techniques to distinguish different data by color and/or symbol
    f. Identify data attributes for a single point of data
    g. Select one or many points of data
    h. Calculate operational efficiency statistics such as:
        i. Trip turnaround time
        ii. Trip distance to disposal site (straight line projection)
        iii. Average container fill percentage
        iv. Average tower manager load call

xvii. Load call trend data e.g., by tower managers, contractor, sub contractor, driver, etc.

i. Multiple data selections generate tabular data reports
j. Filter mechanisms to highlight geospatial data
k. Role based security
l. Prevent distributed data from being reprocessed for billing purposes
m. Identify billing data sets based on parameters such as:
    i. Time/Date
    ii. Contractor/Subcontractor
    iii. Debris type
    iv. Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
    v. Haul distance
n. Prevent modification to original data by unauthorized or unauthenticated users
o. Insert audit records for modifications to original data by authorized, authenticated users

CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **RFP-00172**

Contract Title: **Disaster Debris Removal Monitoring Service**

Contractor: **Tetra Tech Inc.**
2301 Lucien Way, Suite 120
Maitland, FL 32751

In accordance with the above referenced Contract, this Supplemental Agreement No. 1, when properly executed, shall become part of the Contract.

1) The following provision, ARTICLE 43. E-VERIFY, is being added to the Contract shall apply and become effective January 1, 2021:

ARTICLE 43. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

The Contractor is obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Awarded Bidder may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

2) The following provisions shall be added to the end of ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS, and become effective June 15, 2021 ("Effective Date") therefore making this contract Eligible for federal funding in compliance the Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in 2 CFR 200.326 and 2 CFR Part 200 Appendix II.:

All inconsistent or conflicting provisions of the Contract shall be deemed deleted or modified in the manner set forth herein, to give full effect to the following provisions and such deletions and modifications shall also apply to the standard Miami-Dade terms and conditions to the extent such terms and conditions are incorporated into the Contract. This document supersedes any conflicting provisions contained elsewhere in the Contract. All references to

Vendor in this document shall mean the same as "Contractor" or "Servicer" or any other term used to refer to the party contracting with the County in the Contract.

I. **Federal Provisions:**

The following provisions shall be applicable to the Contract:

A. BREACHES AND DISPUTE RESOLUTION.

(1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.

(2) Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE.

The County, at its sole discretion, reserves the right to terminate this Contract without cause upon providing a written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs." "Reasonable costs" shall not include lost profits, loss of opportunity, damage to reputation, or indirect costs of any kind.

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE.

The County reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately, or this Agreement may be terminated by the County. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the County's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the County cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs

shall be borne by the terminated Contractor. The Contractor shall be responsible for all other direct damages incurred by the County arising out of the breach.

D. EQUAL EMPLOYMENT OPPORTUNITY. (Applicability - Construction Work)

(1) In connection with the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, 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 apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provide setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) In the event of the Contractor's noncompliance with the non-discrimination 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in this clause 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 of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and **COPELAND "ANTI-KICKBACK" ACT.** (18 USC § 40 U.S.C. 3145). (Applicability: Construction Contracts over $2,000)

These provisions do not apply to this Contract.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704. (Applicability: Contracts over 100,000 involving employment of mechanics, laborers, and construction work)

Compliance with Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the

sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Miami-Dade County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

This provision does not apply to this Contract.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the **FEDERAL WATER POLLUTION CONTROL ACT**, as amended, 33 U.S.C. §§ 1251-1387. (Applicability: Contracts greater than $150,000)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Action:

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to Miami-Dade County and understands and agrees that Miami-Dade County will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to 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 (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

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). 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. This certification is a material representation of fact relied upon by the County. 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and throughout the Contract period. The Contractor also agrees to include a provision requiring such compliance in its lower tier covered transactions.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

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

L. PROCUREMENT OF RECOVERED MATERIALS.

(Applicability: Contracts over $10,000)

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

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting Contract performance requirements; or

(3) At a reasonable price.

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

M. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICAITONS EQUIPMENT OR SERVICES.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
(c) Exceptions. (1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to:
(i) Covered telecommunications equipment or services that:
i. Are not used as a substantial or essential component of any system; and
ii. Are not used as critical technology of any system.
(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
(d) Reporting requirement.
(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be

incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

N. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

It is the intent of Miami-Dade County and the Contractor that this Agreement include and incorporate all requirements under all applicable State or Federal law, rules, regulations, or standards as may be needed such that this Agreement is eligible for state or Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this Agreement, and Contractor shall comply with same as if same were expressly included herein.

O. AFFIRMATIVE SOCIOECONOMIC STEPS: CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), Miami-Dade County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. 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;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; an

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5)- as listed above to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

P. ACCESS TO RECORDS. In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

a. The Contractor agrees to provide Miami-Dade County, the FEMA Administrator, the Comptroller General of the United States, Inspectors General of the United States, the Florida

Auditor General, the Chief Inspector General of the State of Florida, the Florida Division of Emergency Management, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

d. The Contractor agrees to retain its books, documents, papers and records of Contractor pertinent to this Contract for a period of five (5) years from the date of expiration of this Contract; provided, however, that the following are exceptions to this five (5) year requirement:

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

   ii. Where Contractor is notified in writing to extend the retention period, then the record must be retained for the additional times requested by the government; and

   iii. Where Contractor transfers all records to the County at the completion of the Contract as set forth in and in accordance with Section W herein, then Contractor is not required to retain records for the five (5) year period as herein required and shall instead comply with the requirements of Section W below.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Miami-Dade County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Q. PROGRAM FRAUD AND FALSE OF FRAUDULENT STATEMENTS OF RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

R. DHS SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in the any subcontracts.

S. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

T. NO OBLIGATION BY FEDERAL GOVERNMENT.

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

U. CHANGES.

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract. All changes to the method, pricing, or schedule of work must be reasonable and the Contractor shall not present any claim which is not allowable or allocable under any FEMA rule, requirement, or standard. The Contractor shall present all full and complete written justifications, including cost or schedule documentation, supporting any request for a change to the Agreement at the direction of the County, and shall certify any such request for a change pursuant to the County's False Claims Ordinance, 21-255 et seq of the Miami-Dade County Code.

V. NO OBLIGATION BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

The Florida Division of Emergency Management and the State of Florida are not parties to this Contract and are not subject to any obligations or liabilities of the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The Contractor agrees to hold harmless and indemnify the Florida Division of Emergency Management, the State of Florida, the United States of America, FEMA, the County, and their employees and/or contractors from and against all liability and claims of whatever nature by third parties arising from this Contract or the performance of work arising from this Contract.

W. FLORIDA PUBLIC RECORDS

Pursuant to section 119.0701, Florida Statutes:

(1) Contractor understands, agrees and acknowledges that this Contract is subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as "Florida's Public Records Laws.

(2) For purposes of this section, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

(3) 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 Salomee.peters@miamidade.gov or 305-375-1188 or Salomee Peters, Internal Services

Department (Address: 111 NW 1st Street, 21st Floor, Miami, FL 33128).

(4) Contractor is required to keep and maintain public records required to perform under this Contract and, upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by applicable law.

(5) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the Tenant does not transfer the records to the County.

(6) Upon completion of the Contract, Contractor shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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 records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(7) If Contractor does not comply with a request for records, it shall be a material breach of this Contract and the County shall have the right to the remedies set forth in this Contract and all other remedies provided by law. In addition, if Contractor fails to provide the public records within a reasonable time, Contractor may be subject to penalties under section 119.10, Florida Statutes.

Byrd Anti-Lobbying Amendment Certification Form

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Tetra Tech Inc., 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. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Date

08/13/2021

Suspension and Debarment Certification Form

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, 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).

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

(3) This certification is a material representation of fact relied upon by the County. 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official
Jonathan Burgiel, Business Unit President

Date
08/13/2021

All other terms, covenants and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 1 to County Contract No. RFP-00172 for Disaster Debris Removal Monitoring Service.

Contractor

By: _____

Name: Jonathan Burgiel

Title: Business Unit President

Date: 08/13/2021

Attest: _____
Corporate Secretary/Notary

Corporate Seal/Notary

MARINA ARMANIOUS
Notary Public-State of Florida
Commission # HH 50694
My Commission Expires
October 05, 2024

Miami-Dade County

By: _____

Name: Daniella Levine Cava

Title: Mayor

Date: 8/19/21

Attest: _____ August 20, 2021
Clerk of the Board

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

SUPPLEMENTAL AGREEMENT NO. 2

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

Contract Number: **RFP-00172**

Contract Title: **Disaster Debris Removal Monitoring Service**

Contractor: **Tetra Tech Inc.**
2301 Lucien Way, Suite 120
Maitland, FL 32751

In accordance with the above referenced Contract, this Supplemental Agreement, when properly executed, shall become part of the Contract.

1. Delete Appendix B - Price Schedule in its entirety and replace with the attached Appendix B1, Price Schedule to incorporate the requested Consumer Price Index increase of 8.9%, effective January 1, 2023.

All other terms, covenants and conditions of the original Contract and any prior Supplemental Agreement(s) shall remain in full force and except to the extent amended herein.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. RFP-00172 for Disaster Debris Removal Monitoring Service.

Contractor

By: _____

Name: Jonathan Burgiel

Title: Business Unit President

Date: 12/21/2022

Attest: _____
Corporate Secretary/Notary

Corporate Seal/Notary

MARINA ARMANIOUS
Notary Public-State of Florida
Commission # HH 50694
My Commission Expires
October 05, 2024

Miami-Dade County

By: _____

Name: Daniella Levine Cava

Title: Mayor

Date: Olga Valverde
Olga Valverde - e18183

Attest: _____
Clerk of the Board 12-27-22

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2022.12.23 16:58:40 -05'00'

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

APPENDIX B1 – PRICE SCHEDULE

Hourly Ceiling Rates

Hourly rates are inclusive of all out-of-pocket expenses, material, travel, per diem and miscellaneous cost and fees.

Position	Hourly Rate
Project Manager	$81.68
Operations Manager/Assistant Project Manager	$62.07
FEMA Reimbursement Manager	$64.25
Field Supervisor	$40.84
Truck Certifier	$36.48
Staff Scheduler/ Truck Dispatcher	$31.58
Damage/Debris Assessment Specialist	$41.38
Collection Monitor	$36.48
Disposal Monitor	$36.48
Flagman / Traffic Controllers	$31.58
Data Clerk	$0.00
Engineer/Scientist	$78.41
GIS Specialist	$57.72
Administrative Assistant	$31.58
Data Manager	$64.25
Health and Safety Manager	$69.70
ADMS Ticketing Specialist	$72.96
Public Assistance Analyst	$103.46

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

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(F)(9)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award: Disaster Debris Removal Monitoring Services Contract – Request for Proposals No. 00172

Resolution No. R-37-16

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the award of *Request for Proposals No. 00172, Disaster Debris Removal Monitoring Services* to Tetra Tech, Inc. (Tetra) for the delivery of such monitoring services on behalf of the Parks, Recreation, and Open Spaces and Public Works and Waste Management departments. The departments will use this contract to support the oversight and management of debris recovery contractors following disaster events.

Tetra's responsibilities in the management of debris recovery contractors includes, but is not limited to, field monitoring of debris reduction and removal, truck certification, damage assessment, training, and emergency planning. Tetra will also be responsible for preparing and submitting public assistance applications on behalf of the County to the Federal Emergency Management Agency (FEMA), the State of Florida, and other relevant agencies for disaster recovery efforts.

Under the contract, Tetra shall hire and utilize a local workforce to provide the services.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The contract allocation will only be used if needed and is an estimate based on historical data from previous debris removal monitoring efforts. The solicitation specified that the County makes no guarantees as to the volume of work or value of any contract the awarded vendor would receive. The fiscal impact for the five-year term is estimated to be $90,000,000. Should the County choose to exercise the single five-year option to renew, the estimated cumulative value will be $180,000,000.

The current contract, RFQ99, is valued at $150,020,000 for eight (8) years. The annual allocation under the replacement contract has been reduced slightly due to lower rates for the solicited services. Costs for services are initially paid by the County and then are subsequently submitted to the State of Florida and/or FEMA for reimbursement. Therefore, the funding source is determined at the time of need.

Department	Allocation	Funding Source	Contract Manager
Parks, Recreation, and Open Spaces	$15,000,000	Determined as needed	Bill Solomon
Public Works and Waste Management	75,000,000	Determined as needed	Olga Espinosa-Anderson
Total	**$90,000,000**		

Track Record/Monitor

Beth Goldsmith of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any extensions or renewals, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award
A Request for Proposals was issued under full and open competition on December 12, 2014. Seven (7) proposals were received in response to the solicitation. This method of award was used to obtain the best value to the County by conducting a qualitative review of proposals, including qualifications, experience, and technical capability. The recommended vendor has substantial qualifications and experience and has proposed a robust electronic, automated tracking and reporting system to meet the needs of the County. Under the current contract, three (3) vendors are awarded. The replacement contract is being awarded to a single vendor due to changes in technology and the industry. Paper ticketing, tracking, and reporting have been replaced by the use of an automated electronic system. By awarding to a single vendor, the County will be able to standardize the use of a single system and produce uniform reports, providing more effective and efficient management.

Awardee	Address	Principal
Tetra Tech, Inc.	3475 E. Foothill Boulevard Pasadena, CA	William R. Brownlie

Vendors Not Recommended for Award

Proposers	Reason for Not Recommending
CB&I Environmental & Infrastructure, Inc.	Evaluation Scores/Ranking
CDR Maguire, Inc.	
Metric Engineering, Inc.	
Rostan Solutions, LLC	
True North Emergency Management, LLC	
Witt O'Brien's, LLC	

Due Diligence
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There are no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures
- The two (2) percent User Access Program provision does not apply due to the federal reimbursement requirements.
- The Small Business Enterprise Selection Factor and Local Preference do not apply due to the federal reimbursement requirements.
- The Living Wage Ordinance does not apply.

Attachment

Edward Marquez
Deputy Mayor

2

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(9)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
√	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(9)
1-20-16

RESOLUTION NO. R-37-16

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP 00172 TO TETRA TECH, INC. FOR THE PROVISION OF DEBRIS REMOVAL MONITORING SERVICES FOR THE PARKS, RECREATION AND OPEN SPACES AND PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENTS IN A TOTAL AMOUNT NOT TO EXCEED $180,000,000.00 OVER THE INITIAL FIVE-YEAR TERM AND FIVE-YEAR OPTION TO RENEW PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves award of Contract No. RFP 00172 to Tetra Tech, Inc. for the provision of debris removal monitoring services for the Parks, Recreation and Open Spaces and Public Works and Waste Management departments, in substantially the form attached hereto and made a part hereof, as set forth in the incorporated memorandum in a total amount not to exceed $180,000,000.00 over the initial five-year term and the five-year option to renew period; and authorizes the County Mayor or County Mayor's designee to execute same and exercise all provisions contained therein, including any extensions or renewals, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**absent**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**absent**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Suzanne Villano-Charif

Disaster Debris Monitoring Services
Contract No. 00172

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Tetra Tech, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 2301 Lucien Way, Suite 120, Maitland, Florida 32751 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Disaster Debris Monitoring Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.00172 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated January 22, 2015, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Disaster Debris Monitoring Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00172 and all associated addenda, and the Contractor's Proposal.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Tetra Tech, Inc. and its permitted successors.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The word "FEMA" to mean the Federal Emergency Management Agency.

j) The words "Predicted Event" to mean a debris generating event that can be anticipated at least 24 hours before it affects the County (i.e., a tropical weather system). The County shall, in its sole discretion, determine predicted events.

k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

m) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

n) The words "Unpredicted Event" to mean a debris generating event that cannot be anticipated at least 24 hours before it affects the County (i.e., tornado). The County shall, in its sole discretion, determine unpredicted events.

o) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Price Schedule (Appendix B) 4) the Miami-Dade County's RFP No. 00172 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this agreement and shall continue through December 31, 2020. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Olga Espinosa-Anderson
Phone: (305) 514-6730
Fax: (305) 514-6882
E-mail: oe1@miamidade.gov

and,

b) to the Project Manager:

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2 Street
Miami, FL 33128
Attention: William E. Solomon
Phone: (305) 755-7873
Fax: (305) 755-7890
E-mail: pbs@miamidade.gov

and,

c) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316
E-mail: allangm@miamidade.gov

(2) To the Contractor

Tetra Tech, Inc.
2301 Lucian Way
Suite 120
Maitland, FL 32751
Attention: Betty Kamara
Phone: (321) 441-8518

Fax: (321)441-8501
E-mail: betty.kamara@tetratech.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. HOURLY RATES

The hourly rates included in Appendix B, Price Schedule shall remain firm and fixed until at least December 31, 2016; however, the Contractor may offer discounts to the County. It is the Contractor's responsibility to request any price adjustment. The Contractor's request for adjustment must be submitted to the County's Internal Services Department for review no less than 90 days prior to expiration of the then current contract year. The County may consider an adjustment to prices based on the annual October release Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for All Urban Consumers, All items in the Miami-Ft. Lauderdale area.

The County reserves the right to reject any price adjustments submitted by the Contractor or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County periodically, but not more than once per month, for completed services as described in Appendix A (Scope of Services) and as further priced in Appendix B (Price Schedule). In addition, the County will pay on an as needed basis additional services as defined in Appendix A. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty

(30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Accounts Payable

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2 Street
Miami, FL 33128
Attention: William E. Solomon

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability (when applicable) in the name of the Contractor or the Licensed Professional employed by the Contractor in an amount not less than $1,000.000 per claim.

AERIAL PHOTOGRAPHIC SERVICES

In addition to the insurance requirements A - D mentioned above, the contractor will provide or cause its subcontractor to provide:

E. Aircraft Liability including Passenger Liability in the name of the contractor or subcontractor, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and

obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and

professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. RETENTION OF RECORDS

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the

County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

ARTICLE 17. AUDITS/ACCESS TO RECORDS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Further, the following access to records applies to this Contract:

(1) The Contractor agrees to provide the County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or authorized representatives, access to construction or other work sites pertaining to the Work being completed under the Contract.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

f) In the event that subcontractors are to be requested under this Contract, the Contractor shall take the five affirmative steps listed below to ensure minority firms, women's business enterprises, and labor area surplus firms are used when possible:
   a. The Contractor must place qualified small and minority businesses and women's business enterprises on solicitation lists
   b. The Contractor must assure that small and minority businesses and women's business enterprises are solicited whenever they are a potential source.
   c. The Contractor must 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.
   d. The Contractor must establish delivery schedules, where requirements permit, which encourage participation by small and minority businesses and women's business enterprises.
   e. The Contractor may use the services of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole

purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation,

software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain

any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods,

specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code)

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***

(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest
Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the

total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract. 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, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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 place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

iii. The Contractor will send to each labor union or representative of workers with which the Contractor 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.

iv. The Contractor will comply with all provisions of Executive Order1126 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

v. The Contract will furnish all information and reports required by Executive Order 1126 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's 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.

vi. 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 cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The Contractor will include the sentence immediately preceding paragraph (i) and the provisions of paragraph (i) through (vii) 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 Contract 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 of 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) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

i) Compliance with the Copeland "Anti-Kickback" Act
   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.

j) Compliance with Contract Work Hours and Safety Standards Act
   i. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receive compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
   ii. Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States

(In the case of work done under contract for the District of Columbia, or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section in the sum of $10 for each calendar day on which such individual was required or permitted to week in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

iii. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

iv. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

k) Clean Air Act

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office.

iii. The Contractor agrees to include these requirements in each sub contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

l) Federal Water Pollution Control Act

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office.

iii. The contractor agrees to include these requirements in each sub contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

m) Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy

conservation plan issued in the compliance with the Energy Policy and Conservation Act.

n) 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Grants, Contracts and Cooperative Agreements," as applicable to this Contract.

o) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection

with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://lapps.southfloridaworkforce.com/firstsource/.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor

and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. NOTICE OF FEDERAL EMERGENCY MANAGEMENT AGENCY REPORTING REQUIREMENTS AND REGULATIONS

a) General. The County may use Public Assistance grant funding awarded by FEMA to the State of Florida to pay, in whole or in part, for the costs incurred under this Contract. As a condition of Public Assistance funding under any FEMA declaration, FEMA requires the State of Florida to provide various financial and performance reporting.
   a. It is important that the Contractor is aware of these reporting requirements, as the County may require the Contractor to provide certain information, documentation, and other reporting in order to satisfy the reporting requirements of the State of Florida which, in turn, will enable the State of Florida to satisfy reporting requirements to FEMA.
   b. Failure of the State of Florida to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this Contract.

b) Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
   a. 44 CFR § 13.40 (Monitoring and Reporting Program Performance)
   b. 44 CFR § 13.41 (Financial Reporting)
   c. 44 CFR § 13.50(b) (Reports)
   d. 44 CFR § 206.204(f) (Progress Reports)
   e. FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedures (Dec 2013)
   f. FEMA-State (or Tribal) Agreement
   g. Any future requirements as outlined by FEMA in new guideline releases

c) Financial Reporting. The State of Florida is required to submit the following financial reports to FEMA:
   a. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance program under a FEMA declaration.
   b. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
   c. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

d) Performance Reporting. The State of Florida is required to submit the following performance reports to FEMA:
   a. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance program under a FEMA declaration.
   b. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
   c. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: Jonathan Burgiel	By: _____
Name: Jonathan Burgiel	Name: Carlos A. Gimenez
Title: Vice President	Title: Mayor
Date: July 17, 2015	Date: _____
Attest: Sandra Fajardo	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
Notary Public State of Florida Sandra M Fajardo My Commission FF 066767 Expires 03/08/2018	Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

Background

Communities with a debris management plan are better prepared to restore public services and ensure the public health and safety in the aftermath of a disaster, and are better positioned to receive the full level of assistance available from FEMA and other participating entities. The County is soliciting proposals for disaster debris removal monitoring services to support the oversight and management of debris recovery contractors and submit and/ or assist in County applications for public assistance from FEMA, the State of Florida and other relevant agencies. The Contractor shall have a comprehensive understanding of FEMA Public Assistance Program and shall provide oversight and management of debris recovery contractors. The Contractor's management of debris recovery contractors shall include, but is not limited to: field monitoring of debris removal and reduction, truck certification, damage assessment, training, emergency planning and other related services as needed and/or requested by the County. Other related services include facilitating communication with the Federal Emergency Management Agency (FEMA), the State of Florida and other federal agencies and coordination with state's FEMA liaison. Finally, the Contractor shall submit and/or assist in the submission of County applications for public assistance from FEMA, the State of Florida and other relevant agencies.

Services to be Performed

A. Project Management: The Contractor shall:

1. Provide trained staff and necessary equipment to properly provide the services outlined throughout this solicitation. The Contractor's equipment shall include, but not be limited to personal protective equipment (e.g., traffic vest, hard hat, gloves, etc.), safety equipment (e.g., traffic cones, barricades, etc.), transportation, and electronic and telecommunication devices (e.g., digital cameras, tablets, lap tops, communication devices, Global Positioning Systems (GPS) etc.) at no additional cost to the County.

2. Monitor and manage the debris recovery contractors. The Contractor shall schedule work for all project management team members and debris recovery contractors on a daily basis.

3. Determine the impact and magnitude of the disaster event before federal assistance is requested, identify damaged locations and facilities, prepare pre and post disaster estimates of debris quantities, document eligible costs and describe the physical and financial impact of the disaster.

4. Assign a Project Manager (PM) and an Operations Manager (OM). The PM shall be assigned as the County's point of contact. The OM shall oversee and manage each debris recovery contractor and shall be supported by Field Supervisors.

    a. At the discretion of the County, the PM may be physically located in the County's Emergency Operations Center (EOC) or other location specified by the County. The PM shall be supported by the full array of Contractor's resources to enhance efficiency and expedite deliverables.

5. Monitor progress of debris recovery contractors, including issuance and electronic recording of load tickets, develop/implement recommendations to improve efficiency speeding up recovery work.

6. Provide post debris staging services including certifying volumetric capacity of trucks designated to remove debris from the site; monitor and record each and every contractor or other entities removing debris, document the type of debris removed and the volume of each load removed from the staging site and document the final disposal location(s) for each removed load; when requested by the County, prepare the staging site closure plan; oversee and document staging area contractor restoration and site closure activities, certify completion of site closure in accordance with plan, and provide final site closure report to County, FEMA and any regulatory agencies having jurisdiction over the site or activities.

7. Provide and use hand-held electronic device(s).

8. Provide the Contractor's RecoveryTrac Automated Debris Management System for documentation and data management which shall include the functionality outlined in Attachment 1 and conform to the United States Army Corp of Engineers, DTD12Jul2013, minimum system specifications outlined in Attachment 2. The Contractor shall grant the County access to RecoveryTrac's Geospatial reporting system. Access to geospatial reporting systems provides the County with both real-time and historical data using a shared read-only login. Read-only access will enable the County to complete data exports of summary and bulk data in various forms, including Excel. Data exports can be completed based on data range or can be inclusive of the entire database. If requested customized access logins can be provided to hide or redact information to provide limited access to various users as specified by the County.

9. Conduct inspections and certify load capacity of each truck used by debris recovery contractors including: development and maintenance of a certified truck database with records of measurements, truck photos, certified truck capacity and other pertinent vehicle information (e.g. owner, vehicle registration, company etc.).

10. Upon request by the County, the Contractor shall assist the County in responding to public concerns regarding property damage assessment, replacement of damaged property, status of clean-up, clean-up target dates, etc.

11. Document damages caused to private properties and public lands.

12. Review and reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement for debris hauling, monitoring, reduction, and disposal efforts. The Contractor, in performing services related to review of invoices and payment requests and the rejection and approval thereof, agrees to perform all of its services for the County in strict compliance with this Solicitation and Part VII of Chapter 218 of the Florida Statutes titled "Local Government Prompt Payment Act" as if it were the local government entity. If a dispute arises between the Contractor and the debris recovery

contractor concerning payment of an invoice or payment request, the Contractor shall immediately notify the County in writing of such dispute.

13. The Contractor shall submit and/or assist in the submission of County applications for public assistance from FEMA, the State of Florida and other relevant agencies.

14. Make available project documents and data, in hard copy and through an electronic database, to designated County personnel. The County shall have access to hard copy project documents and data during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m.). The County shall have complete access all electronic documents 24 hours a day during the entire term and of the contract and following the completion of the contract.

15. Digitize all source documentation in PDF format, such as load tickets supplied to the County with each invoice, as required by FEMA and to be compatible with the County system that utilizes Microsoft Office.

16. Establish a Project Management Team to support the Project Manager. Members of the Project Management Team may include, but are not limited to the following:
    a. Project Manager
    b. Operations Manager/Assistant Project Manager
    c. FEMA Reimbursement Manager
    d. Field Supervisor
    e. Truck Certifier
    f. Staff Scheduler/Truck Dispatcher
    g. Damage/Debris Assessment Specialist
    h. Collection Monitor, Disposal Monitor, Flagmen/Traffic Controllers
    i. Data Clerk
    j. Engineer/Scientist

17. The Contractor may add other positions to the Project Management Team, as necessary, with the written approval of the County's Project Manager. The Contractor shall utilize local work force as available. Travel and lodging are not covered by the County.

B. Response Time and Mobilization: The County has the sole discretion to determine whether an event is predicted or unpredicted. The Contractor shall respond to predicted events and unpredicted events as follows:

Predicted Events
A "Predicted Event" shall mean a debris generating event that can be anticipated at least 24 hours before it affects the County, for example a tropical weather system. The Contractor, when requested by the County, shall report to the location designated by the County, at a minimum of 24 hours prior to a predicted emergency event.

Unpredicted Events
An "Unpredicted Event" shall mean a debris generating event that cannot be anticipated at least 24 hours before it affects the County, for example a tornado. Emergencies other than predicted events, the Contractor shall report within six (6) hours of notification to the location specified by the County authorized

representative. The Contractor shall mobilize a staff of sufficient size to adequately administer and monitor debris operations, as indicated herein.

C. Meeting and Communications: The Contractor shall:

1. Maintain open, timely conversations and written documentation with the County and FEMA to provide successful completion of the disaster response.

2. Meet with County representatives as directed and coordinate with the County throughout the execution of the recovery operations.

3. Attend pre-work conferences(s) for the debris recovery contractors, as directed by the County, and convene and attend regular progress and coordination meetings, as directed by the County.

4. Provide minutes in an electronic format of all meetings to the County. Minutes shall be provided the next business day after the meeting occurs.

5. Coordinate daily briefings, work in progress, staffing, and other key items with the County's Project Manager.

D. Operational Reports and Other Documentation:
The Contractor shall prepare and submit to the County throughout the duration of the recovery operations the following reports:

1. Operational Reports shall document the current status of the Contractor's operational details such personnel levels, equipment status, status of debris management sites, summary of the Daily Reports as required below, and items as may be required by the County. The reporting frequency for the Operational Reports is to be determined by the County.

2. Daily Reports shall document the debris recovery contractors' activities and progress from the previous day. The daily reports shall be submitted by 8:00 a.m. of the following day to a distribution list established by the County's Project Manager. Each daily report submitted shall contain at a minimum the following information:

   a) Name of each Contractor;

   b) Number of Contractors including the number of crew members working each day, number of loads removed, estimated cubic yards removed for the day and the respective number of cumulative loads and cubic yards removed;

   c) Reports and graphs that document the production rate of crews, equipment, progress by area and estimation of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed and hauled); and

   d) Geographic Information Systems (GIS) mapping data updates and digitized reports. All required GIS layers will be provided to the Contractor by the County's authorized representative, prior to an

event or as soon as possible to ensure up to data files and consistency in field structure.

e) Report of cubic yards, converted to tonnage, if available, of debris delivered to PWWM facilities.

f) Other reports as required by FEMA.

3. Customized reports shall be made available by the Contractor to the County at no additional cost. Upon request for a customized report, the Contractor will make every reasonable effort to provide the County with a draft of the report within 48 hours or less for the County's review and approval. If the complexity of the report requires in excess of 48 hours, the Contractor's Project Manager will keep the County informed as to the progress and expected delivery and if possible, provide the requested data in a temporary format (such as Excel) until the final report can be delivered.

At the County's sole discretion, additional reporting information and data may be required.

E. Field Monitoring:
Each debris recovery location shall have at minimum (1) collection monitor. The Collection Monitor shall oversee the debris recovery crew for contract compliance, efficiency and regulatory compliance. The Collection Monitor shall provide feedback to the County through a Field Supervisor.

Responsibilities of Contractor's Project Manager, and the Project Management Team, including the Collection Monitors, shall include, but not be limited to:

1. Document daily and weekly recovery work and costs ensuring that proper records are maintained for load tickets, using a hand-held electronic data management device. This documentation is required as evidence to support and document recovery costs and reimbursement of the County.

2. Inspect the means and methods, according to FEMA's guidelines for reimbursement, to measure and record work, recommending changes that may be needed.

3. Stop work in progress that is not being performed or documented in the appropriate manner.

4. Inspect work in progress to ensure that removal efforts include debris of the proper type according to County and FEMA classification in the proper areas as assigned by County authorized representative.

5. Check work in progress to ensure that the proper work authorizations, permits, and other regulatory requirements and prerequisites have been received and approved.

6. Verify that all debris sites and staging areas have adequate access control and security.

7. Recommend any improvements in work assignments and/or efficiency and productivity that may be appropriate.

8. Maintain digital photo documentation of recovery work, as required by the County.

F. Debris Site and Staging Area Monitoring:
The Contractor shall ensure that a minimum of four (4) Disposal Monitors per debris site and/or staging area are deployed upon establishment of each site to assess and record load volumes and provide coordination and perform other related activities necessary for reimbursement by FEMA. The County authorized representative will advise if additional Disposal Monitors are required depending on the size of the debris site and/or staging areas.

G. Public and Private Property Damage Assessments:
The Contractor shall assign Damage Assessment Specialists to document field damages to private properties and public lands and to notify contractors of their responsibilities in repairing damages. In the event that damages are not repaired to the satisfaction of the homeowner and/or government entity, and where the debris removal contractor claims no further responsibility, the documentation from each of these incidents shall be turned over to the County's Internal Services Department, Risk Management Division for final resolution.

H. Technical Expertise and Guidance:
Per event, when directed by the County, the Contractor shall:

1. Develop and submit a comprehensive emergency management plan to include plan development, review, and revisions. Such plan must include RecoveryTrac testing and system acceptance by the County to confirm compliance with performance requirements. Final plan must be submitted no later than May each year.

2. Provide damage assessments of facilities; assessment plan development, procedure development, staff training, staff augmentation, and deployment.

3. Develop a comprehensive mitigation program to include development of a mitigation plan, cost benefit analysis, project management, and environmental review.

4. Provide the County all relevant data and supporting documentation as may be required by the Mayor, County Senior Management Staff, Board of County Commissioner's (BCC) and BCC Subcommittees.

5. Provide technical support and assistance in developing public information.

6. Provide other reports and data as required by the County.

I. Final Report:
A final report of volume and any other information collected for each event, as requested by the County, shall be prepared by the Contractor and shall be

submitted to a distribution list as established by the County's Project Manager, within 30 days of completion of the recovery operations. Recovery operations include remediation of sites, closure of sites and conclusion of all related operations. At a minimum, the following information shall be included in the report.

1. Discussion of lessons learned and recommendation for future disaster response, including the County's recovery contract requirements and results.
2. Recommendation for future disaster response strategies.
3. Digital copies of manifests, certificates, and related documents.
4. All other data taken during the implementation of the Disaster Response Plan.

J. Event Closure;
The Contractor shall review and process requests for payment by the debris removal contractors. As part of this process, the Contractor shall reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement by FEMA for debris hauling and monitoring efforts. The Contractor shall prepare final reports necessary for reimbursement by FEMA and any other applicable agencies involved in disaster recovery efforts.

K. Training Services;
Contractor shall conduct onsite training, as requested by the County, with the content to be defined at the time of request. Training may include the following groups, as needed: operational/field staff, administrative/managerial staff, or technical staff and cover topics such as the use of the RecoverTrac system, provision of services, or the emergency management plan and/or preparation. The duration of each training shall be mutually agreed upon. All training shall include reference documentation. All reference documentation shall be submitted to the County for review and approval prior to completion of training. If additional training is needed, Contractor has the ability to provide online, web-based training as well. Contractor will provide an executive level training of no more than half a day in length. The level of detail provided during the training class will be consistent with the level of ongoing involvement of County staff.

L. Additional Services:
At the County's sole discretion, the Contractor may be required to perform any of the following additional services, but not limited to:

1. Provide aerial photographs of debris sites or other areas as requested by the County and per FEMA specifications.

2. Provide other related emergency management and consulting services identified and required by the County.

In situations where the Contractor may be required to provide these additional services, a formal written proposal shall be provided with the scope of work and price to be submitted for review and approval by the County's Project Manager. The hourly rates for these services shall not exceed those stipulated in Appendix B, Price Schedule. Reimbursement for equipment, material and for subcontracted services not stipulated in the Price Schedule shall be included in the formal written proposal and will be considered on a case-by-case basis.

APPENDIX B – PRICE SCHEDULE

Hourly Ceiling Rates

Hourly rates are inclusive of all out of pocket expenses, material, travel, per diem and miscellaneous cost and fees.

Position	Hourly Rate
Project Manager	$75.00
Operations Manager/Assistant Project Manager	$57.00
FEMA Reimbursement Manager	$59.00
Field Supervisor	$37.50
Truck Certifier	$33.50
Staff Scheduler/ Truck Dispatcher	$29.00
Damage/Debris Assessment Specialist	$38.00
Collection Monitor	$33.50
Disposal Monitor	$33.50
Flagman / Traffic Controllers	$29.00
Data Clerk	$0.00
Engineer/Scientist	$72.00
GIS Specialist	$53.00
Administrative Assistant	$29.00
Data Manager	$59.00
Health and Safety Manager	$64.00
ADMS Ticketing Specialist	$67.00
Public Assistance Analyst	$95.00

ATTACHMENT 1 - RecoveryTrac™ ADMS FUNCTIONALITY

System Overview

RecoveryTrac™ ADMS: A New Paradigm in Debris Removal

- 800 units immediately available (owned, not rented or leased)
- USACE ADMS compliant
- Connected or disconnected operation independent of cellular network issues
- Expedites invoice reconciliation
- Provides real-time GIS reports and pass map tracking in a web-based portal
- Advanced issue management toolset
- Automated photograph and GPS capture
- Intuitive and user-friendly and highly scalable

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, ***TETRA TECH has invested heavily in research and development*** in efforts to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility of debris project operations, RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. TETRA TECH has developed resilient software and hardened IT infrastructure to efficiently capture and manage the project documentation efforts in the largest of responses to disasters. This state-of-the-art technology has ***already shown to increase the efficiency and improve the management*** of debris removal efforts for multiple clients. RecoveryTrac is the ***most full featured electronic ticketing and disaster debris management system available.***

RecoveryTrac ADMS is proven in Disaster Activations

Used in field operations since 2011, RecoveryTrac ADMS has successfully documented the removal of over ***3.5M Cubic Yards of debris removal and over 200,000 hazardous tree removals.*** ADMS has been used in several activations with over 100 monitors in operational areas spanning several states. Its ability to be rapidly deployed in harsh conditions has made it invaluable in delivering successful projects and those familiar with RecoveryTrac ADMS, from ***Clients to Debris Haulers, ask for the system by name*** because of the features and rock-solid reliability in the field.

Disaster	Year	# of Projects	Total CYs
Flooding/Severe Storm (TX)	2015	5	350,000*
Ice Storm (GA/SC)	2014	7	1,042,000
Floods (CO)	2013	3	96,100
Ice Storm (SD)	2013	2	203,000
Hurricane Sandy (NJ)	2012	14	197,850
Hurricane Isaac (LA)	2012	1	255,000
Texas Drought & Wildfires	2011	3	1,300,000

**Project not yet completed; quantity provided is an estimate.*

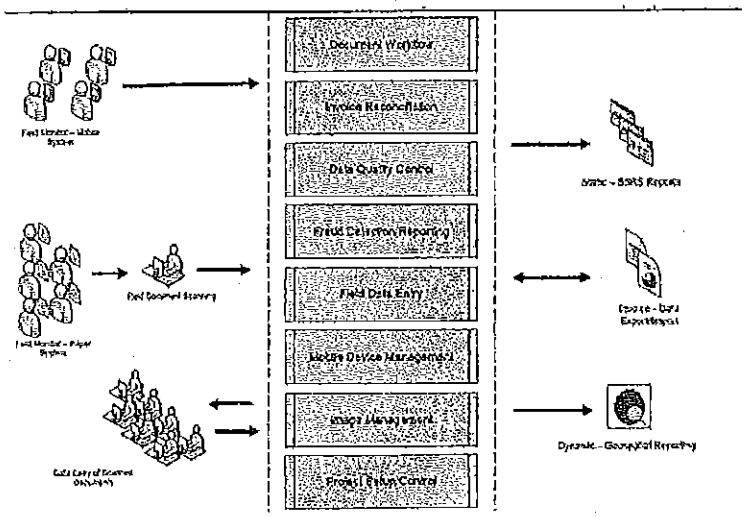
RecoveryTrac System Overview

The RecoveryTrac Automated Debris Management System (ADMS) is comprised of three applications and a hardened and reliable infrastructure providing a scalable and capable debris management solution.

This Technical Capabilities document provides an overview of the RecoveryTrac system, Key components of the system include:

- RecoveryTrac -Infrastructure – The backbone of the solution, scalable and capable of supporting the largest of activations
- RecoveryTrac -Desktop – The desktop application provides the setup, configuration, management, and monitoring of the system
- RecoveryTrac -Mobile – The mobile application automates the field data collection process improving accuracy and timeliness of debris information
- RecoveryTrac-Geospatial – A highly capable ESRI Geospatial based solution for data visualization, analyzing, information sharing and reporting

Figure 1.1 – RecoveryTrac Functional Diagram



RecoveryTrac Infrastructure

The RecoveryTrac infrastructure is housed in a secure co-located datacenter in a geographical and environmentally stable region of the U.S. The datacenter is a hardened and secure facility with redundant power and internet connectivity. Key features of the RecoveryTrac-Infrastructure include:

- Controlled Access to RecoveryTrac core components – 2 factor authentication with access list, credential, and authentication controls
- Redundant Power Systems – Utility redundant circuits with emergency diesel backup generators (with 2 week on-site fuel supply)
- Low latency/ High bandwidth Connectivity – Service provider is a Tier 1 Internet Service Provider with multiple OC-192 (greater than 1GB/sec Internet speeds) connections and excellent peering agreements.
- On-site 24x7x365 4-hour response for technical support contracts for core networking and server components
- Multi-layered security model using role-based access and hardened firewall and proxy appliances to securely communicate with client applications over SSL
- Superb response to changes in Client infrastructure needs through a powerful virtualized server environment. Additional web or data server resources can be provided in hours

- Technical Support Capability – As part of one of the largest consulting companies in the U.S. the depth of support that is available is second to none. From desktop and mobile support to Network and Security Engineers all available to provide a stable and reliable foundation for the RecoveryTrac system.

RecoveryTrac Desktop Software Application

RecoveryTrac-Desktop utilizes a Microsoft Windows desktop application connected by a web services layer to communicate with the RecoveryTrac Infrastructure. The desktop application manages both the mobile and paper-based projects allowing operation operating side-by-side or in transition between the two. Key features of RecoveryTrac-Desktop include:

- Mobile Device Management tools – Registration, provisioning, and location and security monitoring
- Paper-based Management tools – Paper document scanning, data-entry, and image collection and processing
- Transaction Engine – A fully featured and flexible engine based able to handle the most complicated contracts and federal requirements to properly generate correct financial payment reconciliation and allocation to applicable reimbursement agencies.
- Fraud Detection Engine – A continuously running background process that monitors proprietary algorithms for possible fraud and immediately notifies the RecoveryTrac Operations center for investigation
- Document Workflow Engine – A highly configurable workflow engine able to automate nearly any paper-driven process. With document collection, critical path determination, and detailed reporting it can manage the most completed automated document management requirements.

RecoveryTrac Mobile Software Application

RecoveryTrac-Mobile is a mobile application that simplifies the collection of field documents used in debris cleanup operations. By reducing the amount of information a monitor is required to provide the accuracy of the field document is greatly improved. The mobile device can operated in "connected" and "disconnected" modes depending on the availability of the communication infrastructure. The mobile platform used is a commercially available that is widely available so even in large activations the system can be quickly implemented at a cost that is significantly less that the paper-based system. Key features of RecoveryTrac-Mobile include:

- Rapid Ability to Scale Out - Mobile equipment is commercial grade and widely available. The on-hand inventory can be on-site and ready to use within 24hrs of a notice to proceed and additional needs can be met quickly, in most cases 72 hours or less.
- Simple and Intuitive – The application keeps the required user training to a minimum. Once a Monitor has completed field training, most can use the mobile device with no further training.
- Low-Cost – Based on widely available equipment and simplicity in operations we balance the need for automation with controlling costs to our customers.
- Reliable and Stable – Based on the popular Android operating system, the mobile application is secure and ultra-reliable. This reduces the interruptions in field operations due to 'technical difficulties' and the number of support personnel required to maintain the system.
- Technical Support – The mobile support includes roving support technicians that are in most cases ability to reach field monitors within 15-30 minutes; Disposal site technicians and afield depot maintenance and repair center to maintain and repair equipment.

RecoveryTrac Geospatial Software Application

RecoveryTrac Geospatial brings the power of GIS reporting without the complexity or end-user training required for use. The Geospatial reporting portal uses the role-based security along with data segmentation to ensure the applicability of the reports and security of Client, Partner, and Government data are protected. The near-real-time data collection of RecoveryTrac Mobile moves the field operation management to a new level of awareness and control. Key features of the geospatial reporting system include:

- Value Added Services - Superior and extensive geospatial development support and map data availability provide maps and map data not available through public providers
- Simple but powerful - User interface based on Microsoft Internet Explorer and Adobe Flash with intuitive and easy to understand controls
- Data Portability – Need to analyze data outside of the web interface? The system provides data based on your needs and provides the data in a compatible format that has been redacted of sensitive information (for roles with limited access)

Advantages and FAQ

Why RecoveryTrac Electronic Field Data Collection?

With ***laser focus on the ability to accurately collect field information*** when the typical infrastructure is not available, Tetra Tech developed the mobile collection tool. We made it simple to use, reliable, and most importantly, able to collect and store information and photos offline until they can be uploaded. The "disconnected" capability provides the ability to operate anytime, anywhere with a minimal infrastructure support footprint. The end result is correct real-time debris removal information made available to our Clients minutes after completion instead of next day as with paper-based systems.

Key changes in the industry are driving the adoption of ADMS documentation. Improvement in accuracy, cost allocation, ability to mobilize and efficiency are leading the charge because of these key advantages:

- Reduction in process induced errors (hand-writing, data entry, etc)
- Improvements using in-process QC auditing within an end to end QA program
- Advanced Geospatial based auditing by federal agencies demand the accuracy of ADMS
- Proper allocation of FHWA-ER and FEMA-PA funding using geospatial services combined with GPS
- Ability to perform several methods of cost allocation based on geographic location
- More accurate reports of current debris removal costs and improvements in timely reconciliation and recommendation of contractor invoice payment
- Day 1 documentation of damage and debris locations (Maximize FHWA/FEMA reimbursement, ESF Reporting and establishing priorities)
- CONOPS supports multiple activations in under 24 hours (Over 800 mobile units are maintained on hand with several ADMS trainers)
- Real-time visualization of resources enables Project Managers to direct removal operations per district priorities
- Improved data sharing reduces across data systems and support for NIMS Communication and Information systems

What Features are included in the RecoveryTrac offering?

In addition to the reduction in process induced errors typically seen with paper based documentation the following key benefits will be realized:

- Real-time situation awareness of field resources and efficient direction to support operational priorities
- Portability of data allowing Easy integration with other systems such as our Client's GIS mapping applications and data collection systems
- Real-time GIS web services for NIMS Common Operating picture based EOC information and visualization systems
- Disconnected field mobile based GIS integrated data collection
- Agile mobile application changes with our Client's priorities and information needs
- Wide area, rapid deployment in less than 24 hours with pre-trained technical staff
- Over 800 mobile units on-hand ready for state-wide multi-district mobilizations

The Initial Challenge: Rapid User Training and Deployment

Using our experience in disaster response, we developed a rapid deployment model that we can leverage across all of our services. The RecoveryTrac™ equipment is:

- Packaged and deployed efficiently
- The mobile application is intuitive and leads the user through the collection process
- Our trainers deliver concise safety, eligibility, and operations training and cover self-troubleshooting
- Our support is efficient and right-sized

We are able to deliver equipment, train users, and begin field data collection in less than 24 hours, which is critical

The Game Changer: Real-Time Information and Visualization Increases Efficiency

Over the last several years, the cellular industry has invested heavily in the hardening of infrastructure in areas most susceptible to environment disasters. We have taken advantage of these improvements by partnering with the Tier 1 providers to get the information from the field to you as quickly as possible, ideally in real-time. Field devices are constantly looking for connectivity to immediately upload collected information. Once the field data is uploaded, RecoveryTrac™ Geospatial services provide rich information and visualization of the field data. Using the emergency operations center (EOC) operation board concept, users can visualize everything from damage concentrations to field debris equipment locations and more. The end result is better information = better decisions and less waste

Data Sharing: How to Bridge the Data

Manually export from this system, and then format, and then import into that system...sound familiar? It has been the method of sharing data between separate systems for several years. RecoveryTrac™ provides new, efficient real-time methods for sharing and integrating separate systems. With the use of commonly used web services, data can be shared on demand. For example, to integrate the road pass completion and damage reports collected by RecoveryTrac™ into existing GIS-based Client maps, a real-time RecoveryTrac™ GIS web service would be provided that would give up-to-the-minute data on road progress and photos detailing the damage report. The ability to export data and photos into a common format file is also available.

Reduced Costs: Working Smarter not Harder

Paper-based systems require additional labor hours for data entry, Quality Assurance and Quality Control (QA/QC), invoice reconciliation, and project reporting. RecoveryTrac™ eliminates the need for data entry staff while also reducing the amount of time needed for QA/QC, invoice reconciliation, and project reporting. Using RecoveryTrac™ allows our field monitoring staff to work smarter and not harder which directly correlates to more efficient monitors and a reduction in total field monitoring hours.

Multi-Operational Area Management: Coordinated Reporting and Quality Control

It is understood that it is required to submit daily reports of progress that are used to provide updates to our Client's leadership and the public. The incoming report information must be checked and formatted then put into a format that is common throughout the operational area. This step is time-consuming, requiring the effort of technical staff that could be focused on other priorities.

RecoveryTrac™ ADMS can provide the one-stop information in a consistent, easily consumed format that can provide the consistent and correct multi-District operations status picture. These data feeds are real-time as it is happening in the field; there is no spreadsheet to import and no conversion—just a single GIS web data service to pull required information. Some examples of data included:

- Road Clearance Status (Pass Map)
- Hazard Removal Locations
- Debris Pickup Locations
- Truck and Monitor Locations
- Reported Damage Locations
- Debris Removed

Data managers assigned to continuously monitor the information flowing into the system check for potential problems and dispatch supervisors to respond to the problem. The system monitoring panel shows real-time statistics and potential problems for the District(s) operations based on exhaustive in-process quality checks that occur continually. The figure below details how we use RecoveryTrac™ ADMS to meet quality standards of the District using the direct monitoring and immediate feedback technique.

The management of a debris operation over a wide operational area is challenging. Ensuring removal of eligible debris, meeting public expectations, along with the proper documentation of removal is critical to success of any project. Tetra Tech has invested heavily in providing state of the art tools along with a detailed training program for Project operations staff to meet these challenges. With the integration of the automated field data collection systems with advanced geospatial applications we provide several industry leading capabilities that include:

- Geographic boundary checks for eligibility
- Pass completion tracking by road and custom debris management zones
- Real-time Truck and Monitor locations for effective utilization of contractor assets
- Real-time metrics and operational statistics to monitor performance and fraud detection
- Documentation of contractor related damages, missed debris piles and other operations issues

These tools provide our Clients with a "common operating picture" of the operation. Similar to an Emergency Operating Center, this enables a Debris Removal Operations center that has a clear picture of field operations allowing responsive reporting and proactive management of the process.

Geographic Eligibility Checks

With the integration of geospatial data incoming data is checked and analyzed for eligibility issues. Starting with the real-time location of contractor vehicles and monitors, project control staff can identify out of eligible area assets and direct field supervisory staff to the location and correct the issue. Incoming GPS tagged field data is checked for applicant eligibility using automated geoprocessing. County, municipal and debris grid boundaries are used to ensuring proper accounting of removal costs. For mileage based contracts both straight line and route distance can be used to determine proper placement of DMS sites to reduce disposal costs.

Real-time Truck and Monitor locations

Management and direction of contractor assets present a formidable challenge in ensuring high priority areas are addressed and effective distribution of debris removal equipment. Tetra Tech provides our Clients with real-time reporting showing the current locations of all equipment in the field along with detailed operational statistics needed to monitor contractor performance. When performance based contracts are utilized, Tetra Tech can provide the tools need to evaluate performance and better manage the contractor(s).

Figure 1.3: Real-time Monitor Locations

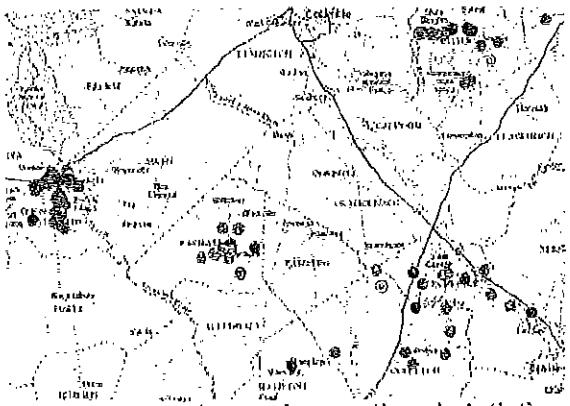
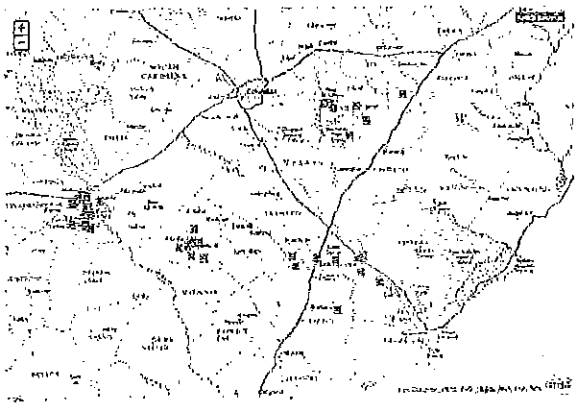


Figure 1.4 – Real-time Truck Locations



Real-time metrics and operational statistics

The demand for current information continues to grow especially following a natural disaster when the focus is cleanup and restoration of normal services. TETRA TECH has used our extensive experience to ensure our Clients can answer the requests for progress and status information. With the automated field data collection combined with the accuracy of the geospatial visualization and summarization, data is available on demand and is usually up to date within a few minutes. These reporting tools provide the operations staff with unparalleled access to the debris removal progress. Data is accurately summarized at the project, debris management zone, or individual level in an easy to understand easy to access delivery method.

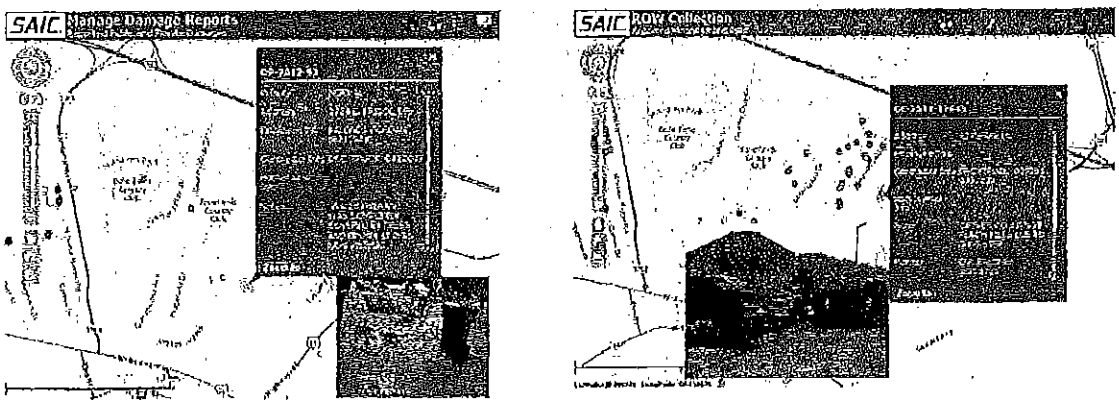
Documentation of contractor related damages, missed debris piles

In every debris removal project there are operational issues that occur which if not properly documented and tracked can become large problems for the management staff. With TETRA TECH's automated system every field employee is provided with a tool to document these issues which are made available real-time to the common operating picture in the command center. Some of the more common uses for TETRA TECH's incident tools are:

- Damages. Contractor caused damages are documented with photographs and tracked to ensure the damages are corrected as soon as possible.
- Missed Piles. Skipped debris piles are documented with reason to ensure follow up pickups are scheduled.
- Injury and Safety. Reports are documented allowing safety inspectors to quickly identify unsafe work practices and trends thus enabling proactive response when required.
- Debris Hotline Call Center. Incoming calls from home owners can be documented and tracked.

Figure 1.5: Contractor Damage Report

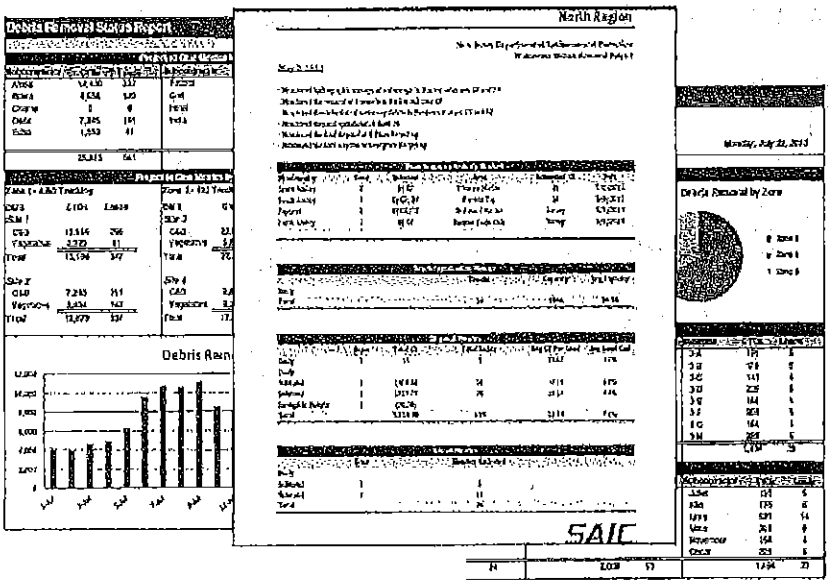
Figure 1.6 – Missed Pile Report



Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or even smart phone. The District will also receive a suite of custom reports that show debris metrics by communities. Tetra Tech takes pride in the customization of reports to meet our client's specific needs. Below are some custom reports created for recent projects.

Figure 1.7: Sample Custom Report



Quality Assurance/Quality Control Program

Implementing sound QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Through years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of Tetra Tech's ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from

traditional manual (paper and pen) debris monitoring operations. Due to the real-time reporting and additional information collected by Tetra Tech's ADMS technology, Tetra Tech can establish a virtual command center to audit project information as it is collected.

Contractor Reconciliation

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the District. After reviewing the contracts, Tetra Tech will set up the RecoveryTrac™ database to generate transactions for tickets issued to each debris contractor. Tetra Tech will then meet with each primary debris contractor to review the debris contractor reports that will be generated automatically through RecoveryTrac™ Mobile. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the District. Several QA and QC checks will be conducted on data before it is provided to the contractor. The application of RecoveryTrac™ Mobile significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. The process for contractor invoice reconciliation in a RecoveryTrac™ Mobile project is as follows:

- Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on Tetra Tech's debris contractor reports.
- Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
- Tetra Tech reviews the contractor data against Tetra Tech's RecoveryTrac™ database records.
  - If no discrepancies are identified, Tetra Tech notifies the contractor that there are no discrepancies in the dataset.
  - If discrepancies are identified, Tetra Tech generates a discrepancy report noting the ticket numbers and differences between the two data sets.
- Tetra Tech submits the discrepancy report for the contractor's review. The contractor revises their invoice based on the discrepancies and resubmits to Tetra Tech for review.
- Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for the District's review.

Attachment 2 - United States Army Corp of Engineers, DTD12Jul2013

Automated Debris Management System
ADMS (pronounced Adams)

The purpose of this section is to provide specifications for an automated debris management system to be utilized in disaster debris management missions tasked under the Debris ACI Contract(s). The ADMS must meet the following performance characteristics:

1. The system must generate an electronic load tickets at the point of debris loading into the transport container. Paper tickets are optional. At a minimum, the system must produce a load ticket must exhibiting the following characteristics:
    a. Allow creation of point of origin load data only when position is known and credentials have been authenticated
    b. Automatically record date and time and other relevant point of origin data
    c. Systems writes point of origin load data using encrypted storage algorithms
    d. Records Right Of Entry or work order number
    e. Documents ticket/tower personnel credentials with point of origin load data
    f. Acknowledge successful data capture
    g. Record digital images of debris, location, and / or other images selected by user.
2. Duplicate databases for internet and government use
3. Only two elements of the traditional debris paper load ticket (debris type and load call) are manually entered.
4. Uses GPS & GIS technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage.
5. Evaluation of daily event status, production information, and performance information using web-based reporting, off the shelf software, and GIS tools.
6. Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled thru an integrated database management system.
7. The ticket/tower applications at a minimum must include:
    a. Ticket/tower monitor electronic registration
    b. Generate, document, track, and manage unique encrypted identification data for employed personnel
    c. Link designated ticket/tower personnel roles to a specific mission
    d. The ability to edit ticket/tower personnel roles i.e., create, update and delete
    e. Assign and track equipment used in debris hauling and reduction
    f. Store ticket/tower personnel contact information relative to the mission
    g. Track and Manage ticket/tower personnel role and status
    h. Reject invalid ticket/tower personnel credentials
    i. Reject invalid certification credentials
8. Truck certification is used to register authorized debris hauling vehicles and equipment. As a minimum, the following must be included:
    a. A means of electronically registering authorized debris contractor vehicles and equipment
    b. Link electronic registration to digital images
    c. Identify mission and governmental entity
    d. Document and record unique identification data for contractor vehicles and equipment
    e. Utilize uniform measurements e.g. feet and inches
    f. Capture vehicle volume
    g. Utilize industry standard equations for all volume calculations
    h. Capture drivers and certification team member unique identification number
    i. Recertify vehicles
    j. Recertified vehicles must be recorded in an audit table
    k. Certification data must be associated to authorized system user
    l. Reject vehicles which are not associated with current event and applicant
    m. Capture vehicle audit records
    n. Create a printed certification record
    o. Administrative reporting capabilities

9. Completed ROW, ROE and Per-unit point of origin transactions must be received at the approved disposal site. At a minimum, the disposal site management application must provide the capability to:
    a. Accept site configuration data at the beginning of each work day
    b. Dynamically configure receiving application based on site configuration data
    c. Display certification data and photo for ticket/tower personnel to perform a field audit of truck/trailer to assure they matches certification and placard number
    d. Designate debris type
    e. Record debris volume (based on unit of measure for the contract task order)
    f. Identify original load data and create hard copy
    g. Create load data record in internal storage
    h. Create backup copy of internal storage
    i. Continuously calculate and present real-time disposal site statistics
    j. Re-print load ticket data
    k. Preserve in its original state, then transmit daily transaction data
    l. Associate ticket/tower personnel credentials with each received load
10. Perform administrative duties, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the field administrative applications must provide the capability to:
    a. Change ticket/tower personnel identification roles and responsibilities
    b. Review total CY counter value
    c. Audit vehicle certification data
    d. Validate/Invalidate equipment and personnel
    e. Reinitiate security sequence for ticket/tower personnel
    f. In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the government secure server
11. Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The Data Consolidation applications must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum, the Data Consolidation tools must provide the capability to:
    a. Accept transactional data sets from multiple debris location systems
    b. Recognize multiple mission/applicant configurations
    c. Grant access to authorized authenticated users or processes
    d. Contain a master record of:
        i. Roles and responsibilities
        ii. Ticket/tower personnel credentials and other data
        iii. Certification credentials and other data
        iv. Mission data
        v. Applicant data
        vi. Geospatial data
        vii. Street centerlines
        viii. County outlines
        ix. Population and demographic
        x. Elevation
        xi. Wetlands delineation
        xii. Historic and Environmentally Sensitive areas
        xiii. Debris work zones
        xiv. Parcel data
        xv. Land use
        xvi. FEMA flood zones
    e. Thematic mapping techniques to distinguish different data by color and/or symbol
    f. Identify data attributes for a single point of data
    g. Select one or many points of data
    h. Calculate operational efficiency statistics such as:
        i. Trip turnaround time
        ii. Trip distance to disposal site (straight line projection)
        iii. Average container fill percentage
        iv. Average tower manager load call

xvii. Load call trend data e.g., by tower managers, contractor, sub contractor, driver, etc.

i. Multiple data selections generate tabular data reports
j. Filter mechanisms to highlight geospatial data
k. Role based security
l. Prevent distributed data from being reprocessed for billing purposes
m. Identify billing data sets based on parameters such as:
    i. Time/Date
    ii. Contractor/Subcontractor
    iii. Debris type
    iv. Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
    v. Haul distance
n. Prevent modification to original data by unauthorized or unauthenticated users
o. Insert audit records for modifications to original data by authorized, authenticated users

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: July 18, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: A Resolution Declaring the Village's Proposed Millage Rate, Roll-Back Rate, Debt Service Millage, and Dates for Two Public Hearings in September - Village Manager Dr. Ralph Rosado (Chief Financial Officer Angela Atkinson)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE VILLAGE'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO SECTION 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME AND PLACE AT WHICH THE FIRST AND SECOND PUBLIC BUDGET HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2024-2025; DECLARING THE PROPOSED DEBT-SERVICE MILLAGE RATE; DIRECTING THE VILLAGE CLERK AND VILLAGE MANAGER TO FILE THIS RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AUTHORIZING THE VILLAGE MANAGER TO CHANGE BUDGET HEARING DATES, IF NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

In accordance with Section 200.065 of the Florida Statutes, the Village is required within thirty-five (35) days of service of the Certification of Taxable Value to advise the Property Appraiser of the Village's proposed millage rate, the Village's rolled-back rate, and the date, time, and place at which public hearings will be held to consider the proposed millage rate and the tentative budget.

Declaration of Proposed Millage Rate:

The proposed millage rate for the Village for Fiscal Year 2024-2025 *will be provided via an addendum.*

Declaration of Proposed Debt-Service Millage Rate:
The proposed Debt Service Millage *will be provided via an addendum.*

Proposed Schedule of Budget Hearings

* 1st Budget Hearing
Tuesday, September 10, 2024 at 6:00 PM
(To consider the proposed millage rate and tentative budget)

* 2nd Budget Hearing
Tuesday, September 24, 2024 at 6:00 PM
(To adopt a millage rate and finalize the budget)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
See proposed Budget

PERSONNEL IMPACT
See proposed Budget

ATTACHMENTS
Resolution - Millage Rate Budget Hearing Dates 2024-2025.DOCX
Budget Calendar FY 2025.pdf

RESOLUTION NO. 2024 –_____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE VILLAGE'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO SECTION 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME AND PLACE AT WHICH THE FIRST AND SECOND PUBLIC BUDGET HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2024-2025; DECLARING THE PROPOSED DEBT-SERVICE MILLAGE RATE; DIRECTING THE VILLAGE CLERK AND VILLAGE MANAGER TO FILE THIS RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AUTHORIZING THE VILLAGE MANAGER TO CHANGE BUDGET HEARING DATES, IF NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 200, Florida Statutes, provides a procedure for the adoption of ad valorem tax and millage rates associated therewith; and

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a proposed millage rate, together with the establishment of a rolled-back millage rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, on July 1, 2024, the Honorable Pedro J. Garcia, Miami-Dade County, Property Appraiser (the "Property Appraiser") served upon North Bay Village (the "Village"), Florida (the "Village") a "Certification of Taxable Value" certifying to the Village its 2024 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that the Village, within thirty-five (35) days of service of the Certification of Taxable Value, advise the Property Appraiser of the Village's proposed millage rate, the Village's rolled-back rate, and the date, time, and place at which public hearings will be held to consider the proposed millage rate and the tentative budget; and

WHEREAS, in accordance with the provisions of the Village's Charter and Florida law, the Village Commission is presenting the proposed millage rate, rolled back rate, and budget hearing dates to formally notify and allow all interested persons to be heard at the public hearings specified herein in regard to any proposed item thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Declaration of Proposed Millage Rate. That the proposed millage rate for the Village for Fiscal Year 2024-2025 is declared to be _____ mills, which is $_____ per $1,000.00 of assessed property within the Village.

Section 3. Computation of Rolled-Back Rate. That the rolled-back rate, as computed pursuant to Section 200.065, Florida Statutes, is _____ mills, which is $_____ per $1,000.00 of assessed property within the Village. The proposed millage rate is ____ mills or _____% higher than the rolled-back rate.

Section 4. Declaration of Proposed Debt-Service Millage Rate. That the proposed Debt Service Millage is _____.

Section 5. Schedule of Budget Hearings. That the date, time, and place of the first and second public hearings for the Village to consider the proposed millage rate and the tentative budget and to adopt a millage rate and adopt the budget, respectively, are hereby scheduled by the Village Commission as follows:

DATE	TIME	PLACE
1st Budget Hearing September 10, 2024 *(Tuesday)* *(To consider the proposed millage rate and tentative budget)*	6:00 PM	Village Hall 1666 Kennedy Causeway, #101 North Bay Village, FL 33141
2nd Budget Hearing September 24,2024 *(Tuesday)* *(To adopt a millage rate and finalize the budget)*	6:00 PM	Village Hall 1666 Kennedy Causeway, #101 North Bay Village, FL 33141

The Village Commission will conduct a public hearing on the proposed general fund millage rate first. At the conclusion of the General Fund millage rate hearing, the Commission will conduct a public hearing on the Debt Service millage rate. These items will be followed by a public hearing on the Fiscal Year 2024-2025 Budget. The Budget may be discussed during the hearing, but the millage rate must be voted on first.

Section 6. Transmittal. That the Village Clerk and Village Manager are directed to take all necessary steps to submit the Village's 2024 Certification of Taxable Valuable (DR-420) Form and provide a certified copy of this resolution to the Honorable Pedro Garcia, Property Appraiser of Miami-Dade County, on or before Thursday, August 1, 2024.

Section 7. Authorization. That in the event that the Miami-Dade County Board of County Commissioners or the Miami-Dade County School Board schedule or reschedule a budget hearing on a date scheduled for a Village budget hearing, the Village Manager is authorized to change the date of either or both Village budget hearings.

Section 8. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 18th day of July, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

North Bay Village
HEART OF THE BAY

FY 2025 Proposed Budget Calendar

May 31, 2024	Departmental Budget requests placed on Public Shared Drive.
June 1, 2024	Property Appraiser estimated assessment of the value of all property no later than June 1 of each year (CH200.065(7) F.S.). Property Appraiser delivers the estimated 2024 assessment of roll values.
June 7, 2024	Capital Expenditure Project Requests due to Finance.
June 10, 2024	Departmental Budget Worksheets for FY 2025 and the Preliminary Year-End Estimates 9/30/2024 due to Finance.
June 12 - 14	One-on-One Meetings between Village Manager's Office, Department Heads and Finance review Departmental Budget Worksheets.
June 14, 2024	Departmental Overview (Department Mission Statements, Budget Messages, Description of Services & Activities and Department Goals) due to Finance.
June 14, 2024	Performance Measures due to Finance.
June 15 thru July 1	Village Manager and Finance Finalize Proposed FY 2025 Budget Changes.
July 1, 2024	Property Appraiser certifies assessment of the value of all property no later than June 1 of each year (CH200.065(7) F.S.). Property Appraiser delivers the estimated 2024 assessment of roll values.
July 11, 2024	Village Commission holds the Capital Improvement Workshop to Review the FY 2025 Proposed Five-Year Capital Improvement Budget for all Funds.

North Bay Village
HEART OF THE BAY

FY 2025 Proposed Budget Calendar

July 15, 2024	Adoption of the FY 2025 Proposed Budget, Tentative Millage Rates and Dates for Two (2) Public Hearings in September.
July 18, 2024	Village Commission holds Workshop to Review the FY 2025 Proposed Operating Budget for All Funds and the Ad Valorem Millage Rate.
July 31, 2024	Fiscal Year 2025 Proposed Budget Delivered to the Village Commission.
No Later than August 4	Village to Notify Property Appraiser of FY 2025 Proposed Millage Rates and Dates for Public Hearing on FY 2025 Budget.
September 5, 2024	*County Commission holds First Public Hearing on FY 2025 County Budget.*
September 10, 2024 (Tentative)	Hold First Public Hearing on FY 2025 Tentative Budget and Tentative Millage Rates.
September 11, 2024	*School Board of Miami-Dade County holds Final Public Hearing on FY 2025 Budget.*
September 19, 2024	*County Commission holds Second Public Hearing on FY 2025 County Budget.*
September 24, 2024 (Tentative)	Hold Second Public Hearing to adopt FY 2025 Final Budget and Final Millage Rates.
October 1, 2024	Implement FY 2025 Budget.

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: July 18, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: A Resolution Awarding RFP 2024-003 Relating to Transferable Density Rights - Village Manager Ralph Rosado, PhD, AICP

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. 2024-003; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

North Bay Village (the "Village") maintains a program (the “Program”) for transfer of density rights (“TDRs”) pursuant to Section 8.13 of the Village’s Uniform Land Development Code (“ULDC”) and Policy 2.1.13 of the Village’s Comprehensive Plan. The Program previously awarded TDRs on a first-come, first-serve basis, as site plans for projects relying on TDRs were approved. The Program provided that payment for TDRs awarded through the site plan process is made through a payment of 50% of the required Community Contribution Fee within 90 days of site plan approval, and the remaining 50% of the Community Contribution Fee on or before the time of building permit.

The length of time that site plans are valid prior to requiring that a building permit be obtained, both under the ULDC and as may be extended pursuant to state law, resulted in the de facto banking of TDRs that have not been fully paid for. As shown in the accompanying TDR Tracker document, the Village has approximately 136.6 TDRs that have not been committed to specific approved site plans under the Program, and the Village’s Comprehensive Plan

does limit eligible receiving sites, but does not discriminate between receiving sites based on where they are located. Harbor Island contains 92.4 TDRs, while Treasure Island contains 44.2 TDRs. The Village's previous TDR Ordinance required that Harbor Island TDRs remain on Harbor Island and that Treasure Island TDRs remain on Treasure Island. TDRs are valued at $90,000 each if used on non-waterfront lots and $100,000 each if used on waterfront lots.

The Village has current financial needs that benefit from a change to the Program to allow for the transfer of some or all uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule. More specifically, it aims to close a funding gap of approximately $10,000,000 for the Village Hall Fire Rescue Station project and a $3,000,000 funding gap for construction of the Civic Park project.

As a result, the Village has amended the Program to provide for one or more competitive processes to enable transfer of uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule, through a Request for Proposals (RFP) process. It issued an RFP which closed on July 8, 2024, and which resulted in two bids from current landowners that will shortly be seeking entitlements from the Village.

To view the complete RFP packet you can select the following link:
2024-003 Purchase of Transferable Density Rights

Bidders were required to commit a minimum of $90,000 per non-waterfront TDR and $100,000 for waterfront TDRs but could offer more for each and could also offer additional public benefits, to be determined by the bidders. As part of this accelerated TDR sales process, the recent Ordinance also allowed for Treasure Island TDRs to be utilized on Harbor Island and vice versa.

The RFP process was publicized on the Village website, via the DemandStar procurement program, and in the Miami Herald. The RFP timeline was designed to allow for results to be received and TDRs potentially awarded in advance of the Miami-Dade County Elections Department's July 26th deadline for submission of bond referendum questions for the November election.

In response to the TDR auction RFP, we received submissions from two qualified, experienced landowners/developers, as follows:

1. 12220 Property Holdings, LLC (dba GranVita Realty Group) seeks 37 waterfront TDRs.
    - Project: They own 4 parcels on the east side of East Drive (Phase 1) and one on the west side (Phase 2) of East Drive. On the east side they intend to construct a condo tower with 139 units, with units ranging from 2,000 SF to 5,000 SF, with 16 parking spaces for 503 vehicles and a 5,000 SF Michelin-caliber food and beverage space, with 1,200 SF of outdoor terrace, and a luxury boat club available to condo owners and the public. On the west side they intend to build one condo tower with 33 units, ranging from 1,500 SF to 3,000 SF, with parking for 121 vehicles.
    - Other amenities: The combined properties would have nearly 600 LF of Island Walk. They are offering the Village once-monthly access to:

a. Event space: a food and beverage space will be made available to the Village for afternoon events.

b. Luxury boat: a boat, with captain, will be made available to take Village-affiliated guests on tours in/around the Village.

- Project timing: They are currently in the pre-development and entitlements phase. Construction is expected to start in Q3 2025.
- Payment amount: They are offering $100,010 per TDR, for a total TDR payment amount of $3,700,370.
- Payment timing: they would pay $370,037 (10% of payment) on 8/14/24 and $3,330,333 (90% of payment) on 12/12/2024.

2. Treasure Island Development Company, LLC (a subsidiary of the Related Group) seeks 76 TDRs and is offering a Partial Advance Bonus Height Payment.

- Project: They own 7946 East Drive and 8000 East Drive (the former Majestic Isles Condo and the former Biscayne Sea Club, respectively). They are proposing three buildings, totaling 364 residential units, ranging from one- to four-bedrooms and averaging 2,034 SF each. They would be served by at least 731 parking spaces.
- Other amenities: Once constructed, the properties would have the longest contiguous Island Walk span in the Village. The developer would also include an extensive number of public art installations, in keeping with their other projects.
- Project timing: They are currently in the pre-development and entitlements phase. Construction is expected to start in Q3 2025.
- Payment amount for TDRs: They are offering $100,000 per TDR, for a total TDR payment amount of $7,600,000.
- Additional payment for Height: They are also offering to pay $2,400,000 as an advance of a Bonus Height Payment, in anticipation of project site plan approval based on their current application, as they expect to pursue the maximum height bonus.
- Total payment: TDR amount ($7,600,000) + Bonus Height Advance Payment ($2,400,000) = $10,000,000.
- Payment timing for TDRs and Height Bonus: They are offering to pay 50% ($5,000,000) within 7 business days of award and the other 50% ($5,000,000) within 7 business days of execution of agreement establishing closing terms.

Staff recommends accepting both offers, with the terms provided. This would result in the sale of 113 of the Village's 136.6 TDRs, leaving 23.6 TDRs remaining in the Village's TDR Bank. Sales of the requested TDRs to both parties would result in $13,700,370. The Bonus Height Advance Payment can be accepted and addressed as part of the Development Agreement for the eventual site plan, but subject to the proposer's stipulation that such payment does not entitle their project to approval, and the Village is under no obligation to provide such approval.

Staff also recommends the following courses of action:

1. Allowing a second auction via RFP to take place before the end of 2024, for the remaining 23.6 TDRs.
2. Enacting a two-year moratorium on the sale of TDRs to become effective once the second auction is complete, irrespective of the outcome.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be determined, but if all TDRs are sold as requested and the Bonus Height Advance Payment is approved, this would generate $13,700,370.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Awarding RFP 2024-003 TDRs.DOCX
NBV Transfer of Development Rights Pool Tracker 20240415.pdf
TDR Program Comparison Matrix.png
Required Proposal Documents - GranVita Realty Group.pdf
Required Proposal Documents - TI Development Company.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. 2024-003; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 17, 2024, North Bay Village (the "Village") issued Request for Proposals No. 2024-003 (the "RFP") for the sale and purchase of transferable density rights (the "TDRs"); and

WHEREAS, notices were posted on the Village's website and DemandStar and published in *The Miami Herald*, and two (2) proposals were received by the Village by the RFP deadline, with both bidders meeting the required criteria; and

WHEREAS, 12220 Property Holdings, LLC (doing business as GranVita Realty Group, LLC) and Treasure Island Development Company, LLC (the collectively, the "Bidders") submitted proposals in response to the RFP; and

WHEREAS, after reviewing the Village Manager's recommendation and considering the proposals, the Village Commission desires to authorize the Village Manager to negotiate and execute on the Village's behalf any and all documents reasonably related to effectuate the transfer of density rights pursuant to the award of the RFP to the Bidders, including but not limited to purchase and sale agreements, consistent with the RFP and the individual Bidders' proposals, and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Award. That the Village Commission hereby awards the RFP to the Bidders. This award, in and of itself, does not vest the Bidders with any contractual rights, absent entering an agreement with the Village.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute on the Village's behalf any and all documents reasonably related to effectuate the transfer of density rights pursuant to the award of the RFP to the Bidders, including but not limited to purchase and sale agreements, consistent with the RFP and the individual Bidders' proposals, and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 18th day of July, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

North Bay Village
HEART OF THE BAY

April 15, 2024

North Bay Village Transfer of Development Rights Pool Tracker – Table 1

Village-Owned Property with MFR Development Rights	Area (square feet / acres)	Current Future Land Use Designation	Current Zoning	Zoned Residential Density	Allocated Development Rights @ 70 units/acre	Approved Transfers	Date Approved	Buyer	Transferred to	Development Rights Remaining	TDR Requests (in the pipeline, not approved)
HARBOR ISLAND											
Civic Park	32,169 / 0.738	Parks and Rec	GC	70 du/ac	**51.7**	10.2 [3]	12/12/23	S2 NBV, LLC	7913-7915 West Drive	**41.5**	37 units
Vogel Park	22,400 / 0.514	Parks and Rec	RM-70	70 du/ac	**35.9**	6.8 [1] 16.0 [2] 11.8 [3]	10/24/17 9/28/23 12/12/23	P&O Global Technologies 7940 NBV Partners, LLC S2 NBV, LLC	7918 West Drive 7938-7940 West Drive 7913-7915 West Drive	(27.8) [1] (11.8) **0**	N/A
Sakura	31,734 / 0.728	Commercial	T6-24MU	70 du/ac	**50.9**	None				**50.9**	
Total TDRs remaining/available in Harbor Island										**92.4**	
TREASURE ISLAND											
Galleon Street	48,000 / 1.10	Parks and Rec	RM-40	40 du/ac	**44.2**	None				**44.2**	
Total TDRs remaining/available in Treasure Island										**44.2**	
Total TDRs remaining/available in North Bay Village										**136.6**	

[1] Transfer approved prior to the elimination of development right allocations based on unit sizes (see Ordinance No. 2022-012). By Resolution 2017-093, the Village Commission approved the transfer of 6.8 development rights for 3-bdrm units to 7918 West Drive. Vogel Park area remaining for transfer of development rights calculations per prior regulations: 22,400 sq ft – 5,080 sq ft = 17,320 sq ft (equivalent to a maximum of **27.8** development rights).

[2] Approved via Resolution No. 2023-XX

[3] Approved via Resolution No. 2023-XX

North Bay Village
HEART OF THE BAY

April 15, 2024

Table 2

Applicant	Project	Address	TDR Request	Approval Date	Resolution No.	Transferred From
P&O Global Technologies	7918 West Drive	7918 West Drive | Harbor Island	6.8	10/24/2017	2017-093	Vogel Park
7940 NBV Partners, LLC	7940 West Drive	7938-7940 West Drive | Harbor Island	16	9/28/23	2023-XX	Vogel Park
S2 NBV, LLC	Marina View	7913-7915 West Drive | Harbor Island	22	12/12/23	2023-XX	Vogel Park (11.8) East Park (10.2)
7927/7931 East Drive Property Holdings, LLC and 7922 East Drive, LLC	Porto La Vie	7927-7931, (7923-7925) and 7922 East Drive | Harbor Island	37			East Park

North Bay Village
HEART OF THE BAY

TDR Program

	CURRENT	PROPOSED
# of TDRs and Transferability	92.4 on Harbor Island (Must stay on HI) 44.2 on Treasure Island (Must stay on TI)	92.4 on Harbor Island (Can be used on either Island) 44.2 on Treasure Island (Can be used on either Island)
$/TDR	$90,000 per non waterfront $100,000 on waterfront	$90,000 minimum per non waterfront $100,000 minimum on waterfront
Timing for Purchase	Purchased at site plan approval	Purchased at July 15, 2024 Commission Meeting
Timing for Payment	50% within 90 days of approval of site plan 50% at building permit	10% within 30 days of award; 90% within 150 days of award
Secondary Market		If applicant's site plan is not approved, applicant sells TDRs to other private party. NBV would collect $2,500 admin fee/TDR

Letter of Interest

12220 Property Holdings, LLC (dba GranVita Realty Group) is pleased to submit our proposal for RFP#2024-003 (Purchase Of Transferable Density Rights – North Bay Village).
We are excited about the evolution of North Bay Village that is underway, and we appreciate the opportunity to bid on TDRs to support the development of our East Drive projects.
Our bid response follows, where you will see how we meet or exceed the financial capability and developmental requirements for the TDR purchase.

5.2 Minimum Qualifications, Financial Capability, and Project

We have been landowners on East Drive on Harbor Island since 2013, and we look forward to developing our five parcels through two luxury phases that include unique elements that will benefit the Village, including nearly 600 linear feet of baywalk, F&B facilities on the Bay, extensive biophilic design throughout, as well as additional benefits outlined below.
The company is well funded, and has access to funds for the development of the two-phase luxury condo project, as well as the TDR purchase.

Please see **Tab 2** for the supporting documents that include a letter from our commercial broker, bank statements, and an asset holdings summary.

5.3 Proposal and Selection Criteria

We are seeking 37 waterfront TDRs from the Village. As outlined in our response below, we have offered a payment above the minimum amount, and we will make payment according to the requirements set out in the RFP.

Please see the **Bid Form** (page 26 of original document) in **Tab 7** for the full details.

Bid response tabs

Tab 1: Company Qualifications
Tab 2: Evidence of Financial Capability
Tab 3: Property and Project
Tab 4: Timing of Project
Tab 5: Proposed Financial Offer
Tab 6: Representative Projects
Tab 7: Submittal Information & Attachments
Tab 8: Addenda

Tab 1: Company Qualifications

Company and Staff Bios

12220 Property Holdings, LLC, the respondent to RFP#2024-003, is the parent company to GranVita Realty Group, a well-funded and broadly experienced real estate development organization. The company was formed in October 2010 in Florida and has extensive experience in a wide range of real estate asset classes, as well as local community involvement, including the lead role in the upcoming launch of North Bay Village's first Chamber of Commerce.

Key staff (bios below):

President: Luis Navas

Secretary: David O'Hagan

Treasurer: Susette Penacho

Vice President: Maria Navas

Development Team Partners

Luis Navas, MBA



Luis Navas is the Founder and CEO of GranVita Holdings and is based in its Florida office. GranVita is the holding company for GranVita Realty Group and Global Governance Advisors with offices in Toronto, Calgary, New York and South Florida.

GranVita develops, owns and manages over $500 million in real estate across land holdings, hotels, Class A luxury apartments and new luxury condo developments, all in South Florida.

Global Governance Advisors is a world leader in executive compensation and corporate governance matters advising Board of Directors and senior management teams in over 15 countries around the world.

Luis served for over 25 years as an advisor to boards of directors and top management of major corporations around the world. In 2021, Luis was also Named in Florida Trends Magazine's Top 500 Business Leaders in Florida, Luis is also a sought-after speaker and editorial contributor. He is committed to improving the lives of autistics and sits on the Boards of UC Davis in California, and Florida International University.

Luis' background includes experience in the investment industry in Corporate Finance and as a Mergers and Acquisitions specialist, as well as a Board/Management Advisor and respected real estate developer.

He is a graduate of the Harvard Business School, Ivey School of Business in Canada, and ESADE Business School in Barcelona, Spain.

David O'Hagan, MBA

Dave is an internationally-experienced consultant, that focuses on sales & marketing and storytelling. He has worked in a range of industries—that include real estate, human behavior, and tech—and has lived and worked in seven countries.

At GranVita, Dave specializes in the innovative design of projects—with a particular focus on the development of unique and differentiated amenities and spaces. In North Bay Village this includes a luxury nautically-based lounge, a private members social club, tiered with a luxury boat club. He also works with sales and marketing professionals to craft powerful stories of connection, community, and family, through differentiated formats and channels.

Dave is also a business coach and facilitator, and works with individuals and teams on innovation, communications, and differentiated customer experience.

Dave has an MBA from EDHEC Business School in France, and is a certified facilitator in the LEGO® SERIOUS PLAY® methodology.

Susy Penacho

Susy Penacho is the Principal of GranVita Holdings and is based in its Toronto office. GranVita is the holding company for GranVita Realty Group and Global Governance Advisors with offices in Toronto, Calgary, New York and South Florida.

GranVita develops, owns and manages over $500 million in real estate across land holdings, hotels, Class A luxury apartments and new luxury condo developments, all in South Florida.

Global Governance Advisors is a world leader in executive compensation and corporate governance matters advising Board of Directors and senior management teams in over 15 countries around the world.

As Principal of GranVita Holdings, Susy provides support in the planning, organizing and execution of financial tasks and projects of the properties. Susy prepares financial statements, leads the month-end closing process and negotiates with suppliers, vendors, and contractors.

Susy was previously part of the Executive Compensation practice at Hay Group, a global compensation consulting firm, for over 14 years.

Maria Navas

Maria Navas is the Chief Administrative Officer of GranVita Holdings and is based in its Florida office. GranVita is the holding company for GranVita Realty Group and Global Governance Advisors with offices in Toronto, Calgary, New York and South Florida.

GranVita develops, owns and manages over $500 million in real estate across land holdings, hotels, Class A luxury apartments and new luxury condo developments, all in South Florida.

Global Governance Advisors is a world leader in executive compensation and corporate governance matters advising Board of Directors and senior management teams in over 15 countries around the world.

As Chief Administrative Officer of GranVita Holdings, Maria manages and supervises the day-to-day operations of the various departments and partners with other senior leadership to develop and execute the company’s strategic vision.

Maria is a graduate of McMaster University in Canada.

Development Team Partners

The company regularly partners and joint ventures with experienced and successful real estate organizations and related teams, to tap into the best talent and experience for all elements of development, from design, architecture, construction, sales & marketing, amenities, and services.

The East Drive projects on Harbor Island will include:

- A highly experienced and respected real estate development partner from South Florida, with a range of successful projects and strong relationships in the brokerage and construction industries
- A creative team of consultants, architects, and engineers, with broad experience in luxury projects in South Florida, and key US cities
- Strong relationships with a range of developers, general contractors, and suppliers to maximize value, minimize costs and time, and create unique and community-sensitive projects
- Continued community engagement with NBV staff, developers, and business owners, leading the launch of NBV's first Chamber of Commerce

Tab 2: Evidence of Financial Capability

The following items are included in our proposal, evidencing the financial capability to purchase the TDRs and complete the successful construction of the projects:

- **Commercial broker letter**: A letter from Colliers International stating that we will have the funds ready to be processed for the TDRs by the payment deadline (either in cash, or our preference of a Letter of Credit based off our NBV land values, since it is more tax effective)
- **Bank statements**: A set of recent bank statements
- **Asset holdings**: A summary outlining the company's South Florida holdings (additional details can be provided upon request)

Colliers International
801 Brickell Avenue, Suite 900
Miami, FL 33131

GranVita Realty Group
Luis Navas
June 2024

Subject: Broker Update - 7922-7931 East Drive - 1.80-Acre Assemblage

Dear Mr. Navas,

Thank you again for the opportunity to work on this exciting opportunity with you and your team. As part of our engagement, Colliers International has been diligently working on marketing the property with the goal of finding a suitable joint venture partner to optimize the development of the assemblage. Additionally, we have been working with GranVita Realty Group in search of securing proper funding for the acquisition of the Transfer of Development Right (TDRs) for the future luxury condominium project on the subject site.

Here are the key updates to both of these processes:

1. **Potential Joint Ventures:** Colliers International and GranVita Realty are in discussions with two highly qualified developers that have interest in potential joint ventures on the subject site for the development of a luxury condominium project. The discussions are ongoing, however, the main goal is to select the most experienced developer that is properly positioned to enter the joint venture with a significant cash contribution to GranVita at closing, estimated to be within the next 6 months. These proceeds would capitalize GranVita with the cash needed for the full acquisition of the TDRs within the required timeline.
2. **Asset Summary:** Colliers International is aware of the extensive real estate portfolio which GranVita Realty owns across South Florida, including the land parcels in North Bay Village, Boynton Beach and Central Broward as well as an operating 210-key hotel. These assets provide a solid economic foundation and can be leveraged by GranVita to access the required capital commitments needed for the purchase of the TDRs.

   Based on Colliers International's internal land residual analysis of GranVita Realty's assemblage in North Bay Village, alongside recent noteworthy comparable transactions in the market, we estimate the current land value to be in the range of $75m to $100m. This substantial equity position that GranVita holds can be used to access the funds needed for the purchase of the TDRs. The Colliers International Appraiser team has been engaged to provide a full updated appraisal of the subject site and should be finalized in a couple of weeks.

3. **Private Lender Term Sheet:** Colliers International has secured a written commitment term sheet from a private lender to fully finance the purchase of the TDRs backed by GranVita's real estate portfolio. This commitment further strengthens the company's ability to successfully secure the funding for the TDRs.

Colliers International
801 Brickell Avenue, Suite 900
Miami, FL 33131

4. **Lender Interest:** There are additional lenders that are potentially interested in providing the debt needed for the purchase of the TDRs but are waiting for the final appraisal as well as the results of the TDR request for proposals from the City of North Bay Village.

In summary, we believe that with GranVita's well-capitalized position, diverse capital/debt sources, and significant equity on the subject property, there are many viable options to successfully fund and acquire the TDRs within the 150-day payment period. Should you have any further questions or require additional details, please do not hesitate to contact me.

Thank you for your continued trust and partnership. We look forward to continuing working with you on this project.

Sincerely,

Warren Weiser
Vice Chairman
305.779.3150
warren.weiser@colliers.com

Gerard Yetming
Executive Managing Director
786.517.4995
gerard.yetming@colliers.com

Julian Zuniga
Associate
786.547.0153
julian.zuniga@colliers.com

Billy Weiser
Associate
786.302.0363
billy.weiser@colliers.com

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GLOBAL GOVERNANCE ADVISORS LLC
PO BOX 96702
MAPLE ON L6A 0A2
CANADA

Page: 1 of 5
Statement Period: Jun 01 2024-Jun 30 2024
Cust Ref #:
Primary Account #: [redacted]

TD Business Convenience Plus

GLOBAL GOVERNANCE ADVISORS LLC

Account # [redacted]4567

ACCOUNT SUMMARY

Beginning Balance	75,763.05	Average Collected Balance	52,319.45
Electronic Deposits	95,070.50	Interest Earned This Period	0.00
Other Credits	29,248.44	Interest Paid Year-to-Date	0.00
		Annual Percentage Yield Earned	0.00%
Checks Paid	41,422.24	Days in Period	30
Electronic Payments	25,000.00		
Other Withdrawals	30.00		
Ending Balance	133,629.75		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	$0.00	$0.00

DAILY ACCOUNT ACTIVITY

Electronic Deposits

POSTING DATE	DESCRIPTION	AMOUNT
06/06	[redacted]	3,789.79
06/12		2,732.59
06/13		891.94
06/24		87,656.18
	Subtotal:	95,070.50

Other Credits

POSTING DATE	DESCRIPTION	AMOUNT
06/21	WIRE TRANSFER INCOMING, [redacted]	4,032.69
06/28	WIRE TRANSFER INCOMING,	25,215.75
	Subtotal:	29,248.44

Checks Paid No. Checks: 6 *Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
06/07	6521	19,449.04	06/10	6524	86.48
06/07	6522	7,462.32	06/10	6525	14,181.24
06/07	6523	158.47	06/18	6526	84.69
				Subtotal:	41,422.24

Bank statement

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E STATEMENT OF ACCOUNT

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12220 PROPERTY HOLDINGS LLC
PO BOX 96702
MAPLE ON L6A0A2
CANADA

Page: 1 of 7
Statement Period: Jun 01 2024-Jun 30 2024
Cust Ref #:
Primary Account #: [redacted]

TD Business Convenience Plus

12220 PROPERTY HOLDINGS LLC

Account # [redacted]647

ACCOUNT SUMMARY

Beginning Balance	61,820.63	Average Collected Balance	47,638
Electronic Deposits	100,416.67	Interest Earned This Period	0
Other Credits	100,020.00	Interest Paid Year-to-Date	0
		Annual Percentage Yield Earned	0.0
Checks Paid	167,353.26	Days in Period	
Electronic Payments	55,638.86		
Other Withdrawals	6,441.92		
Ending Balance	32,823.26		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	$0.00	$0.00

DAILY ACCOUNT ACTIVITY

Electronic Deposits

POSTING DATE	DESCRIPTION	AMOU
06/04	[redacted]	15,000
06/04		15,000
06/07		10,000
06/07		5,000
06/14		5,000
06/18		50,000
06/25		416
	Subtotal:	100,416

Other Credits

POSTING DATE	DESCRIPTION	AMOU
06/18	[redacted]	30
06/26		99,990
	Subtotal:	100,020

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7927 7931 EAST DRIVE PROPERTY HOLDINGS L
PO BOX 415700
MIAMI BEACH FL 33141

Page: 1 of 9
Statement Period: Jun 01 2024-Jun 30 2024
Cust Ref #:
Primary Account #: [redacted]

TD Business Convenience Plus

7927 7931 EAST DRIVE PROPERTY HOLDINGS L

Account # [redacted]9100

ACCOUNT SUMMARY

Beginning Balance	30,443.79	Average Collected Balance	37,275.92
Electronic Deposits	76,677.23	Interest Earned This Period	0.00
		Interest Paid Year-to-Date	0.00
Checks Paid	15,238.99	Annual Percentage Yield Earned	0.00%
Electronic Payments	75,383.08	Days in Period	30
Ending Balance	16,498.95		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	$0.00	$0.00

DAILY ACCOUNT ACTIVITY

Electronic Deposits

POSTING DATE	DESCRIPTION	AMOUNT
06/03	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021012335346	10,782.00
06/04	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021045979714	34,306.00
06/04	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021053834238	2,608.00
06/05	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021070916850	4,793.00
06/06	CCD DEPOSIT, PAYLEASE.COM CREDIT 374255379	8,436.73
06/06	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021081183522	2,154.00
06/07	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021094173622	1,900.00
06/10	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021109828822	945.00
06/11	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021119223098	1,150.00
06/13	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021143779130	2,388.00
06/18	CCD DEPOSIT, PAYLEASE.COM CREDIT 375472398	2,256.50
06/18	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021167003974	1,000.00
06/20	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021179972462	400.00
06/25	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021214189566	150.00
06/26	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021228101354	1,000.00
06/28	CCD DEPOSIT, PAYLEASE.COM SETTLEMENT 000021239511930	2,408.00
	Subtotal:	76,677.23

Checks Paid No. Checks: 35 *Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
06/03	6755	487.50	06/20	6796*	600.00
06/03	6777*	753.00	06/25	6797	123.50
06/03	6778	753.00	06/20	6798	100.00

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axos BANK

Date 6/28/24 Page 1
Primary Account [redacted]5393

CUIDAD DE NUESTROS ANGELES I, LLC
OPERATING ACCOUNT
P.O. BOX 96702
MAPLE, ONTARIO L6A 0A2, CANADA

Account Title: CUIDAD DE NUESTROS ANGELES I, LLC
OPERATING ACCOUNT

Analyzed Commercial Checking		Number of Enclosures	13
Account Number	[redacted]5393	Statement Dates	6/03/24 thru 6/30/24
Previous Balance	249,526.41	Days in the statement period	28
104 Deposits/Credits	457,015.47	Avg Daily Ledger	161,572.66
81 Checks/Debits	409,761.19	Avg Daily Collected	151,517.05
Maintenance Fee	.00		
Interest Paid	.00		
Ending Balance	296,780.69		

DEPOSITS AND OTHER CREDITS

Date	Description	Amount
6/03	DLY QPY CR CORP LODG CON 3 CCD 043000099102875 CHATEAU MAR RESORT	100.57
6/03	MERCH DEP SPOTON, INC. CCD 124384600004140 CHATEAU MAR GOLF RESOR	167.08
6/03	DEPOSIT MERCH BNKCD SD CCD 291471022236314 CHATEAU MAR GOLF RESOR	247.79
6/03	DEPOSIT MERCH BNKCD SD CCD 291471021839058 CHATEAU MAR GOLF RESOR	399.55
6/03	DEPOSIT MERCH BNKCD SD CCD 291471021969621	534.50

Bank statement



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Account Activity

Account: TD UNLIMITED BUSINESS PLAN - [redacted] $343,163.39

Current Balance	Available Balance
$343,163.39	$343,163.39

Direct deposit form (PDF)

Balance Date: Jul 05, 2024

View: All Transactions

30 days | 60 days | 90 days | 120 days

Search by Month (up to 18 months)

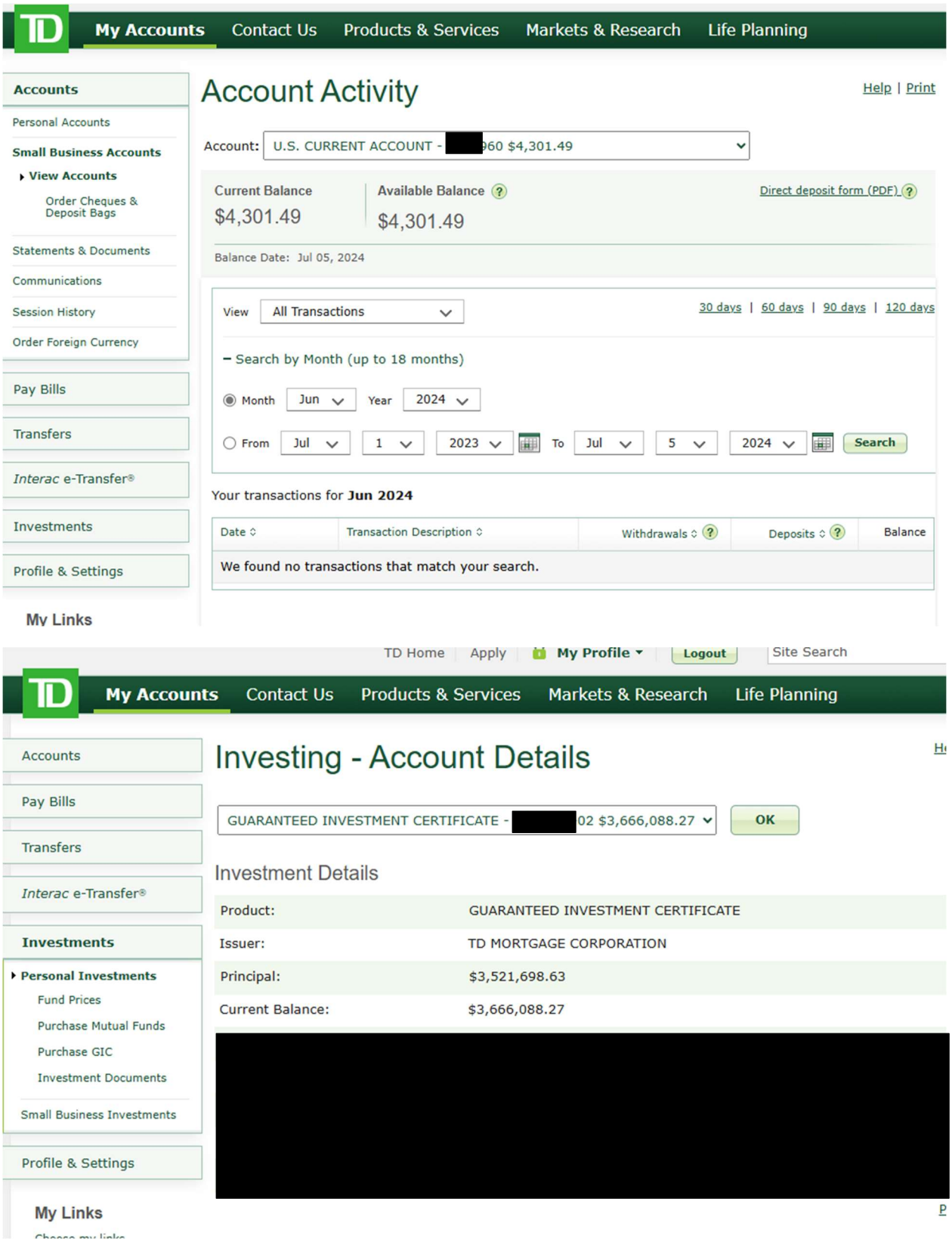
Month: Jun Year: 2024

From: Jul 1 2023 To: Jul 5 2024 Search

Your transactions for **Jun 2024**

Date	Transaction Description	Withdrawals	Deposits	Balance
Jun 28, 2024	[redacted]		125.00	$295,106.90
Jun 28, 2024		125.00		$294,981.90
Jun 28, 2024			8,731.88	$295,106.90
Jun 28, 2024			13,344.09	$286,375.02
Jun 26, 2024		169.50		$273,030.93
Jun 26, 2024		169.50		$273,200.43
Jun 25, 2024		75.00		$273,369.93
Jun 25, 2024		3,591.00		$273,444.93
Jun 25, 2024			26,719.20	$277,035.93
Jun 19, 2024		38,048.42		$250,316.73
Jun 19, 2024			9,110.05	$288,365.15
Jun 18, 2024		5,500.00		$279,255.10
Jun 18, 2024			12,116.44	$284,755.10
Jun 18, 2024			17,317.00	$272,638.66
Jun 17, 2024		10,892.07		$255,321.66
Jun 17, 2024			7,245.00	$266,213.73
Jun 14, 2024			11,736.09	$258,968.73
Jun 13, 2024			22,302.00	$247,232.64
Jun 12, 2024		5,150.54		$224,930.64
Jun 12, 2024			6,034.15	$230,081.18
Jun 07, 2024		1,307.08		$224,047.03
Jun 07, 2024		2,178.09		$225,354.11
Jun 07, 2024			119,491.48	$227,532.20

Bank statement



	12220 Property Holdings, LLC Asset Holdings Summary	
County	**Property**	**Net Equity**
Broward	200-room hotel and event center	US$24,075,000
Broward	T-Mobile cellular tower	US$1,428,571
Broward	Phase 1 multifamily building	US$26,325,000
Broward	Phase 2 multifamily building	US$5,265,000
Miami-Dade	Existing multifamily building; Part of Phase 1 luxury 28-story condo tower	US$46,590,000
Miami-Dade	Part of Phase 1 28-story luxury condo tower	US$24,000,000
Miami-Dade	Phase 2 luxury 28-story condo tower (preceded by Phase 1 sales gallery)	US$14,250,000
Miami-Dade	Class A luxury apartments	US$7,000,000
Palm Beach	Phase 1 luxury 8-story condo tower	US$11,250,000
		US$160,183,571
Under Development		
Broward	900 multifamily units	US$72,000,000
Miami-Dade	Development value for total of 500,000 SF	US$175,000,000
Palm Beach	Development value for total of 100,000 SF	US$35,000,000
		US$282,000,000
Under Contract		
Palm Beach	Commercial building (closing August 9 2024)	US$985,000
		US$985,000
		US$443,168,57

Tab 3: Property and Project

The TDRs will be used for projects on East Drive, on Harbor Island, spanning 5 parcels. The folio numbers are:

- #23-3209-001-0330
- #23-3209-001-0290
- #23-3209-001-0250
- #23-3209-001-0270
- #23-3209-001-0650



Phases

Phase 1: The four parcels on the east side of East Drive will include a luxury condo tower with:

- 139 units, ranging from 2,000 SF to 5,000 SF, with approximately 460,000 of sellable SF
- 16 boat slips
- Parking for 503 vehicles
- A 5,000 SF F&B space, with 1,200 SF of outdoor terrace, overlooking Biscayne Bay

Phase 2: The parcel on the west side of East Drive will include a luxury condo tower with:

- 33 units, ranging from 1,500 SF to 3,000 SF, with approximately 75,000 of sellable SF
- 4 boat slips
- Parking for 121 vehicles

Benefits to North Bay Village

The luxury condo developments on Harbor Island will bring a range of benefits to North Bay Village.
These benefits include:

- The Phase 1 property will have a Michelin-level waterfront restaurant open to the public, accessible by boat
- The combined properties will have nearly 600 linear feet of baywalk on Biscayne Bay, open to NBV residents and the general public
    - The seawall for the properties will be a living seawall, which positively impacts storm surge and aquatic life
- Biophilic design will be prominent for both Phase 1 and 2 properties, with an overabundance of landscaping throughout, making the buildings more visually appealing; This will also reduce the Urban Heat Island (UHI) effect by absorbing heat, shading hard surfaces, cooling through evaporative transpiration, while increasing connectivity to the natural environment, for both condo residents and NBV residents
- The Phase 1 property will have a private members social club, with a luxury boat club component; The memberships will be available to NBV residents, giving them access to fabulous events and speakers, as well as access to a fleet of boat club vessels, to spend time on the waters of Biscayne Bay, without the inconveniences of boat ownership, including maintenance, upkeep, and depreciation
- The condos will be primary residences for only 30-40% of the owners, so there won't be a significant increase in traffic on Harbor Island or in NBV
- The two condo projects will remove the last remaining empty lots on Harbor Island, which are an eyesore and attract trash; while substantially increasing property tax revenue in the millions of dollars for NBV

Tab 4: Timing of Project

Phase 1 is currently in pre-development and entitlements now, and sales is expected to launch in Q1 2025.
The Phase 2 property will house the sales gallery for Phase 1.
Construction permitting will be in Q2 2025, and we expect to break ground on Phase 1 in Q3 2025, with construction running until approximately Q3 2027.

The Phase 1 sales gallery will be repurposed for the Phase 2 project, and we will begin selling Phase 2 while construction is underway on Phase 1.
We expect to break ground for Phase 2 in Q3 2026, with construction completion in approximately Q3 2028.

Tab 5: Proposed Financial Offer

The details on both our monetary payment for the TDRs, as well as our Payment-In-Kind offer are below.
Note: The above details can also be found in the **Bid Form** (page 26), which is **Attachment B** on **Tab 7**.

TDR payment details

Number of TDRS to be purchased: 37
Price: $100,010.00
Total Payment: $3,700,370.00

Timing of Payment

Deposit Date: August 14 2024
Deposit Amount: $370,037.00
Balance Payment Date: December 12 2024
Balance Payment Amount: $3,330,333.00

Payment-in-kind offer

In addition to the monetary payment for TDRs noted above, we are also offering a payment-in-kind to North Bay Village.

Our condo property on East Drive will have two F&B spaces overlooking Biscayne Bay: a Michelin-level restaurant, and a nautically-branded luxury lounge—within walking distance from the new Village Hall.
The property will also have a luxury boat club, available to condo residents and the general public, with a variety of vessels.

We are therefore offering the Village once-monthly access to:

1. Event space: One of the two F&B spaces, made available to NBV staff for private afternoon events
2. Luxury boat: One of the luxury boats with a captain, to take NBV staff and/or guests/VIPs on tours, in and around NBV

We feel that these unique offers, valued together at over $50 million (over 99 years) would provide substantial value to NBV and its leadership and staff.

Tab 6: Representative Projects

The following is a sample of projects that the company has been involved in within Florida, from design to construction to renovation to management.
(Note: GP refers to General Partner, and LP refers to Limited Partner)

Westgate on University, Broward County
5475 N University Dr, Lauderhill, FL 33351
A tropical oasis of one-, two-, and three-bedroom luxury apartments, across 529 units, with state-of-the-art amenities. We participated as LP, and the property was completed in 2023, and 90% leased within 6 months.

Neo Vertika, Miami-Dade County
690 SW 1st Ct, Miami, FL 33130
A 36-story riverfront condominium building, with bi-level lofts and single-story flats, completed in 2006, where we purchased as part of a bulk distress sale of units in 2010, as sole GP.

Neo Lofts, Miami-Dade County
10 SW South River Dr, Miami, FL 33130
A 200-unit multi-family building on the Miami River, with 1-3 bedroom loft-style units, completed in 2006, and also purchased as part of a bulk distress sale of units in 2010, as sole GP.

Chateau Mar Golf Resort, Broward County
3501 Inverrary Blvd, Fort Lauderdale, FL 33319
Complete restoration and redevelopment of a 200,000 SF historical 8-story hotel and event center in 2021 as sole GP, rebranded as Chateau Mar Golf Resort.

Chateau Mar Beach Resort, Volusia County
507 S Atlantic Ave, Ormond Beach, FL 32176
Extensive restoration as sole GP of a 3-story beach hotel, which opened in May 2020.

Calais Drive, Miami-Dade County
2005 Calais Dr, Miami Beach, FL 33141
A complete restoration as sole GP of a 13-units multifamily building in Normandy Isle in Miami Beach in 2015.

East Drive, Miami-Dade County
7927 & 7931 East Dr, North Bay Village, FL 33141
Purchased two rundown 2-story multi-family buildings out of bankruptcy in 2013, and completely restored both buildings as sole GP, raising them from Class C to Class B+ within 12 months.

Grandview Office Tower, Volusia County
501 N. Grandview Avenue, Daytona Beach, FL 32118
Purchased the 5-story, 39,457 SF office building out of bankruptcy and completely restored it in 2016 as sole GP. The property was completely renovated, leased up, and sold.

Seleste NOMI Beach, Miami-Dade County
16395 Biscayne Blvd, North Miami Beach, FL 33160
Built a luxury 356-unit multifamily highrise building, in partnership with The Estate Companies in 2023 as co-GP.

Design and building of luxury single family homes
Designed and built many luxury custom homes in Broward county as sole GP, ranging from 5,000 to 11,000 SF, and sold for record prices, from 2011 to 2017, such as the 8,100 SF home at 7130 Lemon Grass Dr, Parkland, FL 33076.

Please see the GranVita Realty website for more details.

Tab 7: Submittal Information & Attachments

All documents requested in the revised list in Addendum #2 are included here.

Attachments

- Florida registration with the Division of Corporations (Florida Limited Liability Company Annual Report filing; From Sunbiz, filed with the Secretary of State on Feb 27 2024) (1 page)
- Attachment A: Bidder's Qualifications Statement (4 pages)
- Attachment B: Bid Form (2 pages)
- Attachment C: Non-Collusive Affidavit (notary; 1 page)
- Attachment D: Conflict of Interest (1 page)
- Attachment E: Drug Free Workplace Certificate (1 page)
- Attachment F: Public Entity Crimes (2 pages)
- Attachment G: Warranties (1 page)

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 27, 2024
Secretary of State
4341798132CC

DOCUMENT# L10000107454

Entity Name: 12220 PROPERTY HOLDINGS, LLC

Current Principal Place of Business:

9524 EXBURY COURT
PARKLAND, FL 33076

Current Mailing Address:

P.O. BOX 96702
MAPLE, ONTARIO L6A 0A2 CA

FEI Number: 45-4459992

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MARTINELLI, LAURA A
5691 CORAL RIDGE DRIVE
CORAL SPRINGS, FL 33076 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: LAURA MARTINELLI 02/27/2024

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	MANGAER
Name	NAVAS, LUIS H	Name	NAVAS, MARIA
Address	PO BOX 96702	Address	P.O. BOX 96702
City-State-Zip:	MAPLE ONTARIO L6A 0A2	City-State-Zip:	MAPLE L6A 0A2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LUIS NAVAS MANAGER 02/27/2024

Electronic Signature of Signing Authorized Person(s) Detail — Date

BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: 12220 Property Holdings, LLC; 9524 Exbury Court, Parkland, FL, 33076

Contact Person's Name and Title: Luis Navas, Managing Member

BIDDER'S Telephone, 305 588 9513 Fax Number: _____

BIDDER'S Email address: luis.navas@ggainc.com

BIDDER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

BIDDER'S Federal Identification Number: 45-4459992 (EIN)

2. Number of years as a Developer in this type of work: 13 years

   Number of years under your present business name?
   13 years

3. How many years under a previous business name? List name(s) below.
   N/A

4. Type of Business:

☐ Sole Proprietorship ☑ Partnership ☐ Corporation ☐ Joint Venture

If a Corporation, answer this:

Date of incorporation:

In what State:

If a Partnership or Individual Proprietorship, answer this:

Date of organization: October 16 2010

If a partnership, state whether partnership is general, limited association: Limited Liability Company

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers		Name and Address of Partners:
President:	Luis Navas	9524 Exbury Court, Parkland, FL, 33076
Vice President:	Maria Navas	9524 Exbury Court, Parkland, FL, 33076
Vice President:		
Secretary:	David O'Hagan	3501 Inverrary Blvd, Fort Lauderdale, FL, 33319
Treasurer:	Susette Penacho	493 John Deisman Blvd, Maple, Ontario, L6A 3X8, Canada

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation			
Joint Venture			
Partnership	X		

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business

7. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state the name of organization and reason thereof.
   No

8. Within the previous 5 years has your organization been involved in litigation? No. If so, please list and explain nature and current status or resolution

9. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.
   No

10. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.
    N/A

11. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.
    N/A

12. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.
    No

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Luis Navas, Managing Member — Print Name/Title

June 26 2024 — Date:

Signature

luis.navas@ggainc.com — Email:

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of 12220 Property Holdings LLC, a Partnership under the laws of the State of Florida held on June 26, 20 24, the following resolution was duly passed and adopted:

"RESOLVED, that Luis Navas as Managing Member of the Partnership, is hereby authorized to execute the Bid Form dated July 3, 20 24, between North Bay Village, Florida, and this Partnership, and that the execution thereof, attested by the Managing Member of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 26 day of June, 2024.

Luis Navas
(Signature)

Managing Member
(Title)

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me on this 26 day of June, 2024 by Luis Navas who ☐ is personally known to me or who ☒ has presented the following type of identification: FL DL.

TRICIA A. MUSGRAVE
Notary Public - State of Florida
Commission # HH 206645
My Comm. Expires Jan 7, 2026

Signature of Notary Public, State of Florida

Tricia A. Musgrave
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

BID FORM

BID NAME: Purchase of Transferable Density Rights - North Bay Village BID NO: RFP#2024-003

Submitted By: 12220 Property Holdings LLC (BIDDER) Date: June 26 2024

Property within Village owned by Bidder:

Address: 7927 East Drive, North Bay Village, FL, 33141

Folio No. #23-3209-001-0330, #23-3209-001-0290, #23-3209-001-0250, #23-3209-001-0270, #23-3209-001-0650

A. SCOPE OF WORK

Purchase of Transfer of Density Rights.

B. BIDDER ACKNOWLEDGES

1. Communications concerning this Bid shall be as follows:

Contact Person	David O'Hagan
Business Address	3501 Inverrary Blvd
City, State, Zip Code	Fort Lauderdale, FL 33319
Business Phone Number	305 399 5557
Fax Number	
Email Address	david.ohagan@ggainc.com

2. Other pertinent information is as follows:

Federal Tax ID#	45-4459992 (EIN)
Federal Employment ID #	

3. Number of TDRS to be purchased: 37

Price: $100,010.00

Total Payment: $3,700,370.00

Timing of Payment:

Deposit Date:	Aug 14 2024
Deposit Amount:	$370,037.00
Balance Payment Date:	December 12 2024
Balance Payment Amount:	$3,330,333.00

Payment-in-Kind

In addition to the monetary payment for TDRs noted above, we are also offering a payment-in-kind to North Bay Village.

Our condo property on East Drive will have two F&B spaces overlooking Biscayne Bay: a Michelin-level restaurant, and a nautically-branded luxury lounge—within walking distance from the new Village Hall.
The property will also have a luxury boat club, available to condo residents and the general public, with a variety of vessels.

We are therefore offering the Village once-monthly access to:
- Event space: One of the two F&B spaces, made available to NBV staff for private afternoon events
- Luxury boat: One of the luxury boats with a captain, to take NBV staff and/or guests/VIPs on tours, in and around NBV

We feel that these unique offers, valued together at over $50 million (over 99 years) would provide substantial value to NBV and its leadership and staff.

Submitted on this 26 day of June, 2024.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By Luis Navas

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

- By signing this Bid, the bidder acknowledges and agrees to comply with all State, Local, and Federal Laws.

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Broward

Luis Navas being first duly sworn, deposes and says that:

BIDDER is the Owner, of 12220 Property Holdings LLC,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____ Luis Navas

Subscribed and sworn to before me this 24 day of June, 2024 by Luis Navas who

☐ is personally known to me or who ☒ has presented the following type of identification:
FL DL.

SEAL

TRICIA A. MUSGRAVE
Notary Public - State of Florida
Commission # HH 206645
My Comm. Expires Jan 7, 2026

_____
Notary Public (Signature), State of Florida

My Commission Expires: Jan 7 2024

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of North Bay Village. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	Village Title or Position of Bidder's Employee	Village Department of Bidder's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village, Florida.

☐ I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, Florida, have been identified above.

Signature

12220 Property Holdings, LLC
Company Name

Luis Navas, Managing Member
Name, Title of Official

9524 Exbury Court, Parkland, FL, 33076
Business Address, City, State, Zip Code

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie RFPs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under RFP a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Signature

Luis Navas

(Print or Type Name)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Luis Navas
(Signature)

STATE OF FLORIDA
COUNTY OF Broward

Sworn to and subscribed before me on this 26 day of June, 2024 by Luis Navas who ☐ is personally known to me or who ☒ has presented the following type of identification: FL DL.

Signature of Notary Public, State of Florida

Tricia A. Musgrave
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

TRICIA A. MUSGRAVE
Notary Public - State of Florida
Commission # HH 206645
My Comm. Expires Jan 7, 2026

WARRANTIES

In consideration of, and to induce the Award of TDRs described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to purchase the TDRs and to make payments on the dates specified in the Proposal; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors; and

4. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

5. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 26th day of June, 2024 .

(SEAL)

CONTRACTOR:

By _____ Luis Navas

ATTEST:

_____

Secretary

Tab 8: Addenda

The three signed addenda are included here.

Addenda

- Addendum #1
- Addendum #2
- Addendum #3

ADDENDUM #1

RFP# 2024-003

PROJECT: PURCHASE OF TRANSFERABLE DENSITY RIGHTS

DATE: 07/01/2024

The purpose of this Addendum is to extend the Village Response to Written Questions Due Date to the following:

NEW VILLAGE RESPONSE FOR WRITTEN QUESTIONS DATE IS:

TUESDAY, JULY 2, 2024, AT 5:00 PM EASTERN TIME

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents, and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on July 8, 2024**, and acknowledged Form 8.2, Designated in Section 8. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#1 to RFP#2024-003: PURCHASE OF TRANSFERABLE DENSITY RIGHTS.

Authorized Signature

12220 Property Holdings, LLC
Firm

Luis Navas, Managing Member
Printed, Title

July 1 2024
Date

luis.navas@ggainc.com
Email Address

ADDENDUM #2

RFP# 2024-003

PROJECT: PURCHASE OF TRANSFERABLE DENSITY RIGHTS

DATE: 7/02/2024

A. The purpose of this Addendum is to provide clarification to the Bid Documents. Below are the Village Responses to the Inquiries regarding RFP# 2024-003.

Question 1: Can a Copy of the JV agreement (if any) be redacted, and only supply pertinent sections (e.g. ownership %, principals, control/management)?

Answer 1: **Yes.**

Question 2: "Section 5.2.B: Financial capability: Proposer must submit proof of current licenses and certifications for staff to perform work as specified in the State of Florida and include trained personnel with adequate experience and skills to perform the work." This section is titled Financial Capability but seems to be more geared to "performance of the work". Can you please confirm the requirement?

Answer 2: **Please see Section 5.2 A – The Proposer must demonstrate the capability of purchasing the TDRs and constructing a project. Provide any licenses, certifications, or equivalents that demonstrate experience or ability to develop property.**

Question 3: Please confirm that "Tab 5 – Proposed Financial Offer" is the same as the "Bid Form: on page 25 of the RFP?

Answer 3: **Your Proposed Financial Offer should be discussed in detail in Tab 5 of the Proposal while the Bid Form, along with all of the other forms in Section VIII of the Proposal should be included in Tab 7 of Proposal. Please see the Revised Tab 7 in Answer 4.**

Question 4: Please confirm with regards to "Tab 7 – Submittal information and Attachments" that:

1. "Attachment A, Proposer's Profile Statement" is the same as the "Bidder's Qualification Statement" on Page 27 of the RFP
2. There is no Attachment B. Please confirm that is the case
3. "Attachment G, Signature" is in fact the "Warranties" form found on page 37 of the RFP

Answer 4: **1. "Attachment A, Proposer's Profile Statement" is the same as the "Bidder's Qualification Statement" on Page 27 of the RFP –**
Proposer's Profile Statement – Please complete Pages 27-31 of the Forms Section (VIII).
2. There is no Attachment B. Please confirm that is the case
Please see below for Revised Tab 7.

3."Attachment G, Signature" is in fact the "Warranties" form found on page 37 of the RFP1.
Please see below for Revised Tab 7.

Tab 7 ~ Submittal Information & Attachments:

- Florida registration with the Division of Corporations
- Attachment A, Proposer's Profile Statement **(Bidder's Qualifications Statement)**
- **Attachment B, Bid Form**
- Attachment C, Non-Collusive Affidavit
- Attachment D, Conflict of Interest
- Attachment E, Drug Free Workplace Cert
- Attachment F, Public Entity Crimes
- Attachment G, ~~Signature Page~~ **Warranties**
- Sample Forms

Question 5: Please confirm that the "Bid Form: Bid Cover Page Checklist" on page 24 of the RFP is to be the cover of the entire package (given the statement at the top of the same page).?

Answer 5: **Please see Page 20, Section 6.3. The Transmittal Letter (Letter of Interest) should be at the beginning of the Proposal.**

Question 6: The RFP states that "Your proposal shall be the rejected as non-responsive if any of the following criteria exist (this is not all inclusive) …14.3 Substitution of (SF) 330, 254 or 255 for Specific Related Experience of the Firm selection and Management Team Tabs shall result in your proposal being rejected as non-responsive." Can you clarify what those forms are, and if relevant to this RFP?

Answer 6: **Forms SF 330, 254 or 255 are related to Architectural and Engineering RFPs only.**

Question 7: **"Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected." Since many landowners are Delaware entities, and since the "work" is the purchase of TDR's, does that apply?

Answer 7: **Please refer to Answer 2.**

Question 8: With regards to the Bidder or Contractor (SPE Property Owner), please confirm that principals can be limited to key principals or owners w who either (i) control or (ii) own more than 20% of the Bidder/Contractor, either directly or indirectly.

Answer 8: **Please refer to Answer 9 concerning the "Bidder, Contractor, Proposer, or Respondent". The Proposal submitted must be signed by a duly authorized representative of the individual, firm, or corporation submitting the Proposal.**

Question 9: "BIDDER". We interpret BIDDER to be a legal entity, however some references to BIDDER in the document appear to potentially reference a person, while others an entity or company; Please conform that BIDDER refers to an entity (or company)

Answer 9: **"Bidder, Respondent, and Proposer" are used interchangeably. Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative.**

Question 10: 5.2 MINIMUM QUALIFICATIONS, FINANCIAL CAPABILITY, AND PROJECT (P 18)

1. 5.2A Qualifications: States that the proposer should submit a range of documents, that include "evidence f financial capability"
    1. Please confirm that acceptability of the following documents, which we intend to include with our submission:
        1. Commercial broker letter. A letter from Colliers International stating that we will have the funds to be processed for the TDRs by the payment deadline (either in cash, or our preference of a Letter of Credit based off our NBV land values, sine it is more tax effective)
        2. Asset holdings: A table outlining the company's South Florida holdings
            1. "Can this be a summary of holding, rather than a detailed breakdown of the individual holdings?
        3. Bank statements: A range of recent statements for a set period of time
2. 5.2.B Financial capability: It states "Proposer must submit proof of current licenses and certifications for staff to perform work as specified in the State of Florida and include trained personal with adequate experience and skills to perform the work"
    1. We will be submitting bios of the executive team of the real estate development company; however, we are still in the pre-development stage and haven't yet hired a General Contractor or subcontractors that will be performing construction work
    2. So please confirm that we are not required to submit licenses and/or certificates at this point; Or let us know the type of licenses and certificates you are looking for

Answer 10: **All of the items listed above in Section 5.2 A are acceptable documents. In reference to Section 5.2 B, please see Answer 2.**

Question 11: #2 Qualifications (p.5) It states "… each Bidder must be prepared to submit five (5) calendar days of Village's request written evidence acceptable to the Village documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Bidder's obligations set forth in the Bid documents."

1. Based on the financial capacity requirements in the previous item, we will be submitting the documents listed above with our bid
2. Please clarify what the 5 calendar daytime period in this item relates to

Answer 11: **Due to the timeframe, the written evidence will be due when you submit your Proposal, so please include it as a part of your response.**

Question 12: BID COVER PAGE CHECKLIST (p 24)

1. Bid Name: Are there specific details you require for the bid name? Or is something like "Harbor Island TDR bid" appropriate?
2. Bid no. What number is required here?

Answer 12: **The Bid Name is PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE. The Bid Number is RFP#2024-003.**

Question 13: BID FORM (p 25-26)

1. Manual signature/Authorized agent (p 26): Can you please clarify what the statement "BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL" means (near bottom of page)
    1. We are submitting our bid directly, without the use of an agent, so does this not apply to us?
    2. If it does apply, what does "manual signature" mean?

Answer 13: **Everyone submitting a Proposal must sign the Bid Form. If you are a corporation, it must be attested by the Company Secretary with the Seal affixed.**

Question 14: BIDDERS QUALIFICATION STATEMENT (p27)

1. Bidders license number: We're unclear what you're looking for here. And does this refer to the license of a person rather than an entity/company?
    1. The document mentions "attach certificate of status, competency, and/or state registration", but we're not clear on what these are –
2. Bidders federal identification number: Please advise of what number to enter here

Answer 14: **BIDDERS QUALIFICATION STATEMENT (p27)**

1. Bidders license number: We're unclear what you're looking for here. And does this refer to the license of a person rather than an entity/company?

1. The document mentions "attach certificate of status, competency, and/or state registration", but we're not clear on what these are.

Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.

2. Bidders federal identification number: Please advise of what number to enter here.

This is your company or business tax ID number – it is a nine-digit number assigned by the IRS.

Question 15: CERTIFICATE (for Partnership) (p 30): Is this field "attested by the _____of the Partnership" meant to be the title of the signatory again (e.g. Managing Member)? (the same response in the second blank field earlier in the same sentence)

Answer 15: **Your name and position of authority will need to be in these blanks. This form will need to notarized.**

Question 16: NON-COLLUSIVE AFFIDAVIT (p 32)

1. For the second blank field "BIDDER is the _____", is it appropriate to enter "Owner of <Bidder entity name>"?
2. For the next blank field "By _____", is this the person's name representing the Bidder company?

Answer 16: **Please refer to Answer 9.**

Question 17: **WARRANTIES** (p 37): There is a definition of Contractor on page 3 (#7), but we are unclear whether "Contractor" on the WARRANTIES document is the same as the Bidder elsewhere in the bid document; Please clarify whether the Contractor here is the Bidder (entity or person)

1. Who is the "Secretary" in the final field?

Answer 17: **For further clarity on the definition of a Contractor, please see Page 3, Number 7. The Secretary field only applies if you are a corporation. The Corporate Secretary will need to affix the seal.**

Question 18: Proof of insurance) checklist item 9): As a developer, we don't currently carry insurance in NBV so no proof of insurance would be required then, correct?

Answer 18: **Proof of Insurance is not required at this time.**

Question 19: 6.3 LETTER OF INTEREST (p 20): This section outlines the response format, including the use of tabs

1. For example, Tab 5 (Proposed Financial Offer) notes that requirement for the number and price of TDRs we request to purchase, while the BID FORM (page 26) also requests these details
    1. Is the inclusion of these TDR details on the BID FORM sufficient, or must we include these details again on a separate document on Tab 5?

Answer 19: **Please refer to Answer 3. The Bid Form must be submitted, signed, with your Proposal, along with all of the Forms in Section VIII.**

Question 20: In-kind payments: We understood that, in addition to the monetary payment for the TDRs. Bidders could also supplement their bid with non-monetary or in-kind payments

1. Please confirm if this is possible; and if so, where in our bid would we indicate this payment?

Answer 20 **The non-monetary items are not required/determining factors but can be included as supplemental information in your Proposal.**

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents, and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on July 8, 2024**, and acknowledged on Form 8.2, Designated in Section 8. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#2 to RFP#2024-003: PURCHASE OF TRANSFERABLE DENSITY RIGHTS.

Authorized Signature

12220 Property Holdings, LLC
Firm

Luis Navas, Managing Member
Printed, Title

July 2 2024
Date

luis.navas@ggainc.com
Email Address

ADDENDUM #3

RFP# 2024-003

PROJECT: PURCHASE OF TRANSFERABLE DENSITY RIGHTS

DATE: 7/05/2024

A. The purpose of this Addendum is to provide clarification to the Bid Documents. Below are the Village Responses to the Inquiries regarding RFP# 2024-003.

Question 1: Deposit: What mechanism will be used to hold deposits in the event of award? Would an escrow be acceptable for deposits until such time as a signed Contract is sent to the Vendor?

Answer 1: **The Deposit should be tendered to the Village within the timeframe required by the RFP in Section 5.3. The Village will hold the Deposit.**

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents, and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on July 8, 2024**, and acknowledged on Form 8.2, Designated in Section 8. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#3 to RFP#2024-003: PURCHASE OF TRANSFERABLE DENSITY RIGHTS.

Authorized Signature

12220 Property Holdings, LLC
Firm

Luis Navas, Managing Member
Printed, Title

July 5 2024
Date

luis.navas@ggainc.com
Email Address



Response to:

RFP#2024-003
PURCHASE OF TRANSFERABLE DENSITY RIGHTS
NORTH BAY VILLAGE

Treasure Island Development Company, LLC
July 8, 2024

RELATED

RELATED

July 8, 2024

Ms. Angela Atkinson
Chief Financial Officer
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

SUBJECT: RFP#2024-003 "PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE"/ Response of Treasure Island Development Company, LLC / Letter of Interest

Dear Ms. Atkinson,

It is with enthusiasm that Treasure Island Development Company, LLC ("Related", "Proposer", or "Applicant") hereby submits our response and offer with regards to **RFP#2024-003 "PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE"** for the Village's consideration.

This letter serves to reassert our interest in the purchase of the TDR's, our commitment to North Bay Village, and to summarize the main points contained in this response.

Applicant Qualifications: The Applicant is the owner of the former Biscayne Sea Club and the Majestic Isles Condo property located at 7946 & 8000 East Drive and is an affiliate of the Related Group whose executives are the managing members and majority owners of the company. From luxury high-rise condominiums to trendsetting residential developments and workforce housing, The Related Group's distinctive brand of culture, design and lifestyle-infused properties continues to revitalize urban neighborhoods. Since 1979, Related Group has enhanced skylines with iconic developments characterized by innovative design, enduring quality and inclusive living. To date, **The Related Group has built and managed over 100,000 luxury condominiums**, rental and affordable residential units and more than 2.0 million-square-feet of commercial space, providing countless residents with places they can proudly call home. For additional information on Applicant's qualifications, please see Tab 1. Several of the Applicant's representative projects are also included in Tab 6.

Financial Offer & Deposit: The offer presented by Related is to purchase **76 Transferable Density Rights (TDR's) for $100,000/TDR, totaling $7.6 million** (the "TDR Payment")**.**

Additionally, at the Village's option, Related's proposed project will likely require a bonus height payment of over $4 Million to the City of North Bay Village per the current design (the "Bonus Height Payment"). As part of this bid, Related is willing to pay $2.4 million of the Bonus Height Payment to the City in advance of the project's site plan approval in the same deposit structures and timeframes as the payments proposed for the purchase of the TDR's (the "Partial Advance Bonus Height Payment"). **If this option is exercised by the Village, the Village will receive a $7.6 million payment for 76 TDRs and a Partial Advance Bonus Height Payment of $2.4 Million as an additional project benefit for a combined total payment of $10,000,000.**

The proposed deposit and payment terms for both the TDR Payment and the optional Partial Advance Bonus Height Payment is 50% of the total within seven (7) business days from Notice of Intent to Award, and the remaining 50% within seven (7) business days of the execution of the agreement between Related and the Village setting the terms for the TDR conveyance. A detailed summary of the proposed financial offer is included in Tab 5, and a completed Bid Form is included as part of Tab 7.

RELATED

Proof of Funds and Evidence of Financial Capability: Related has already funded the TDR Payment and the optional Partial Advance Bonus Height Payment (totaling $10,000,000) in a bank account per "Tab 2 – Evidence of Financial Capability". The funds are available to distribute as provided for in the proposed financial offer. Additionally, multiple financial institutions such as City National Bank and Truist are interested in funding Related's proposed redevelopment of the 8000 East Drive Property.

Project & Property: The property receiving the TDR's is located on 8000 East Drive, North Bay Village. Related is planning a luxury condominium development with a total of 364 residential units ranging from one bedroom to four bedrooms. The average unit size is 2,034 square feet, with a total floor area of 1.4 million square feet (the "Project"). The Project will include a structured parking garage pedestal that will include a total of 731 parking spaces. Additionally, the Project includes an expansive amenity deck both indoor and outdoor which include a pool and deck, tennis court, pickleball, gym, pavilion, and lush landscaping.

Renderings and concept plans of the Project are included in "Tab 3 – Property & Project".

Benefits to the Village: The Project which will utilize the TDR's comes with multiple benefits to the village, some of which are highlighted below and described in more detail in "Tab 3 – Property & Project":

a. A significant extension of the Island Walk around the tip of the East Drive peninsula
b. A significant enhancement to the existing built condition on this end of East Drive
c. Parking & Loading Facilities (sufficient off-street parking so as to relieve on-street parking demand)
d. Architecture provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood. The Project's architecture will create a new and distinct architectural landmark in the Village.
e. Incorporation of Public Art
f. Economic Benefits to the Village:
    i. Increased taxable property of between $700 million and $1.2 billion on an annual basis over the next 20 years
    ii. Increased annual tax revenue to the City of between $4 million to $7 million per year for the next 20 years
    iii. $1.5 million in impact fees
    iv. An increase in $1 billion in business output for Miami-Dade County along with $308 million in increased earnings and 6,127 new jobs.

On behalf of Related and Treasure Island Development Company, LLC, we thank you for your consideration and look forward to working with you. We can assure you that the TDR's proposed to be purchased will be utilized in a manner which maximizes their benefit for Related, the Village, and the residents of the Village.

Respectfully yours,

JPP

Jon Paul Pérez
President
The Related Group

BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: PURCHASE OF TRANSFERABLE DENSITY RIGHTS - NORTH BAY VILLAGE BID NO: RFP#2024-003

COMPANY NAME: Treasure Island Development Company, LLC PHONE NO: 305-533-0078

☒ **1.** Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline.** Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive**.**

☒ **2** Bid Form/Bid Bond/Schedule/Bid Submittal Certification: **Carefully read** *all* **Bid Documents, and properly complete the Bid Form and execute the certification.** *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*

☒ **3.** Bidder's Qualification Statement: **Complete and sign the** Bidder's Qualification Statement. *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*

☒ **4.** Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized**.

☒ **5.** Conflict of Interest: **Complete and sign the form**.

☒ **6.** Drug Free Workplace Form: **Sign the Drug Free Workplace Form**.

☒ **7.** Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized.**

☒ **8.** Warranties: **Sign the Warranties form and have it notarized.**

☒ **9.** Proof of Insurance: Include proof of insurance containing ***a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured***". Attach to the back of your submittal.

☒ **10. Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**

☐ **11. IF** "NO BID" **is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**

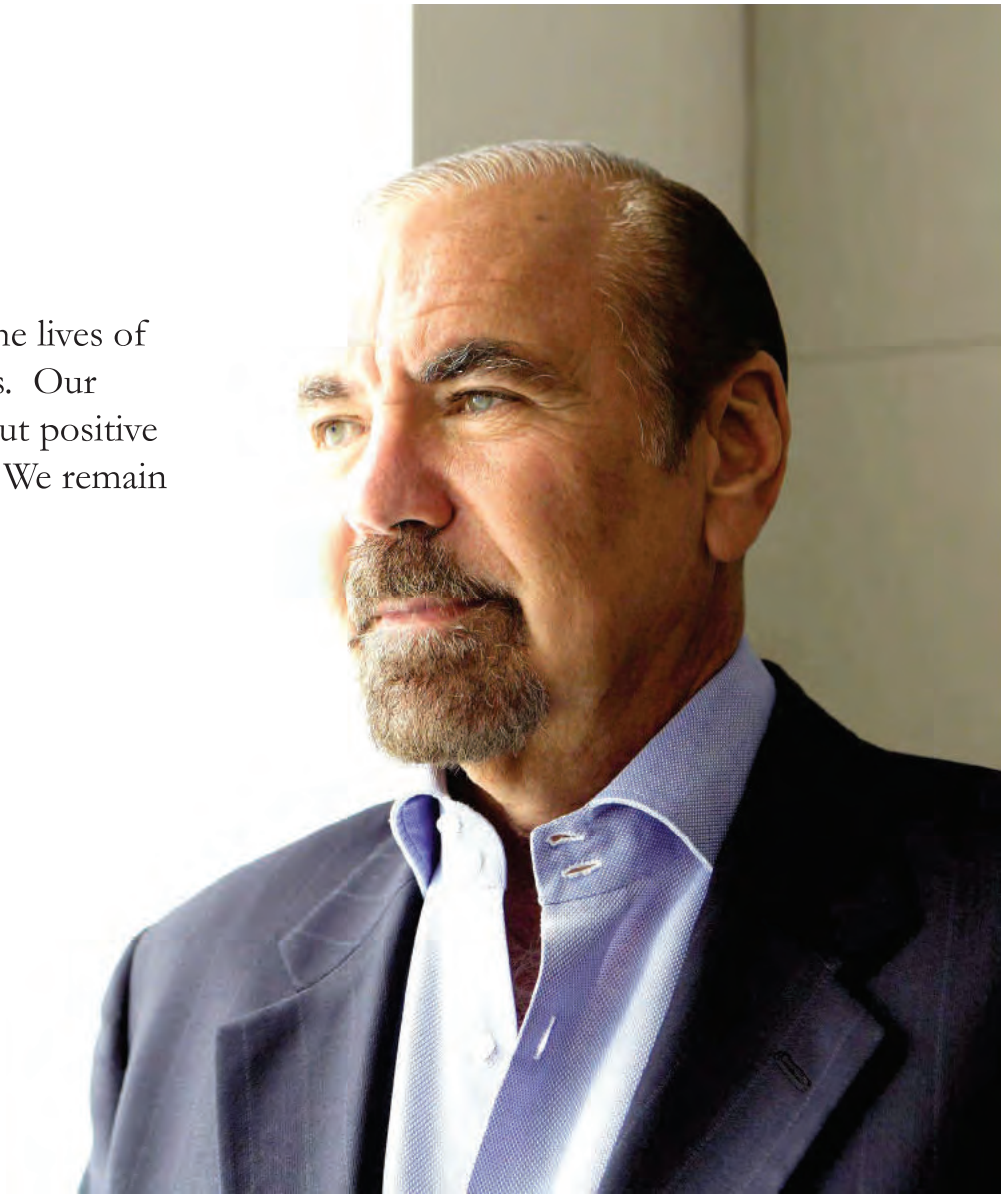
TAB 1

COMPANY QUALIFICATONS


RELATED

"The Related Group was founded on the commitment to enrich the lives of those who live in our buildings and their neighboring communities. Our dedication to detail and passion for artistry continues to bring about positive change and revitalize cities and neighborhoods around the world. We remain dedicated to developing properties that better cities and lives."

Jorge M. Perez, Founder and Chairman, The Related Group



Related Group Overview

Founded by Jorge Perez in 1979, The Related Group ("Related") has built and managed more than 2 million square feet of commercial space and 100,000 residential units serving all income levels, representing over $50 billion in value.

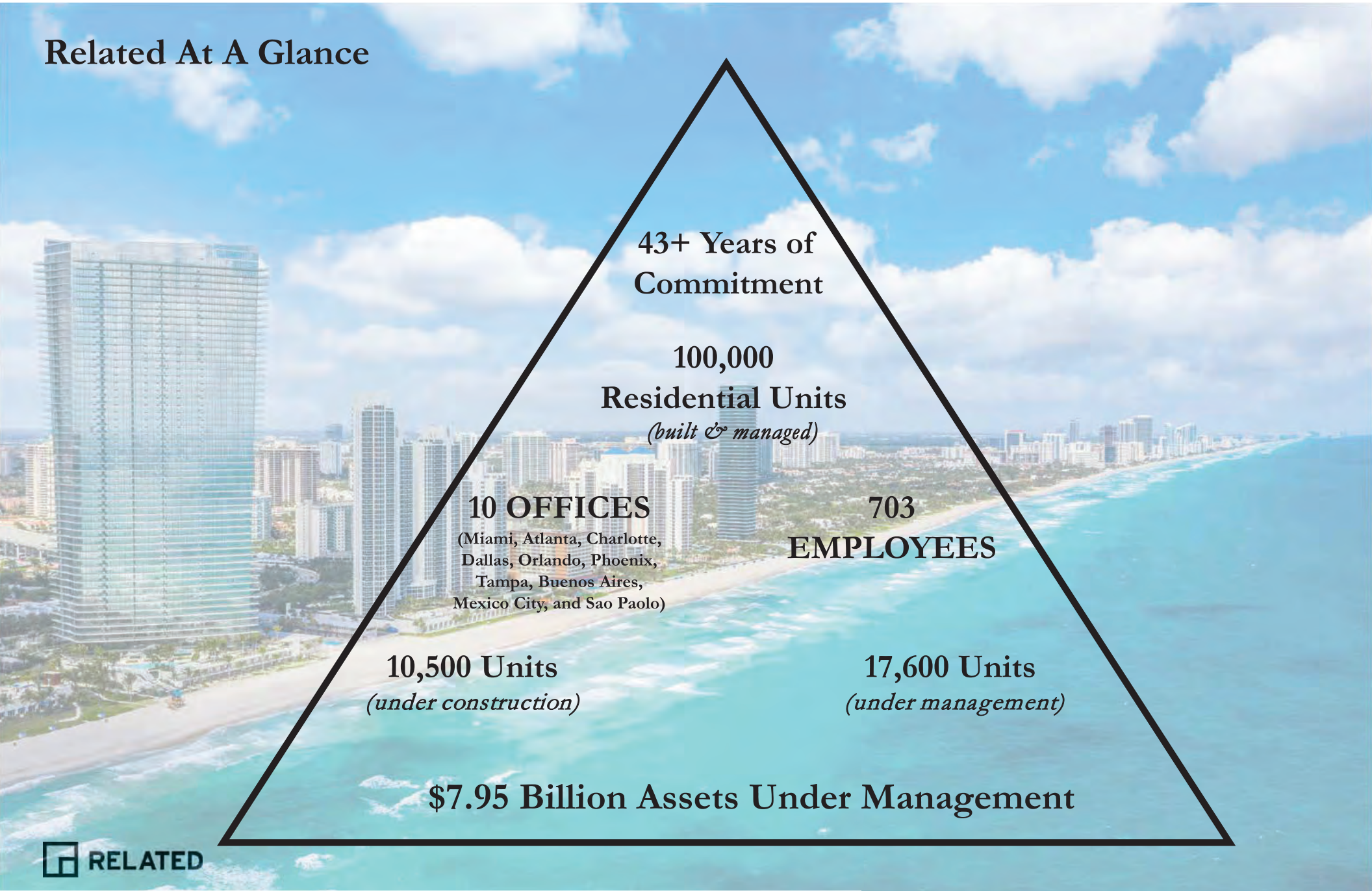
For more than 40 years, The Related Group has been improving city skylines and creating neighborhoods with developments characterized by innovative design, enduring quality, and environments that celebrate culture and active lifestyles. Related's distinctive residential projects range from luxury high-rise condominiums to public and affordable housing developments.

Each of The Related Group's three major divisions: Luxury Condominiums, Mixed-Use Rentals, and Affordable Housing, are led by experienced real estate executives who have built best in-class development teams. The divisions are supported by inhouse services teams including Sales and Marketing, Property Management, and Construction Management



RELATED

Related At A Glance



Luxury Condominiums

The Related Group's Condominium Development Division, which will manage the development of the Project, continues to set the pace for the condominium market in South Florida while creating a positive impact on cities around the world. Our innovative design for each and every project creates unparalleled living environments characterized by world-class architecture, extraordinary interior design, and museum-quality art by recognized and up-and-coming artists. At the same time, we are redefining neighborhoods through public spaces, parks, art installations, and ground floor retail.

Led by Nicholas Perez, the division has delivered more than 5,468 units since 2010. Currently, there are approximately 3,238 units under construction with an additional 6,958 units in the pipeline



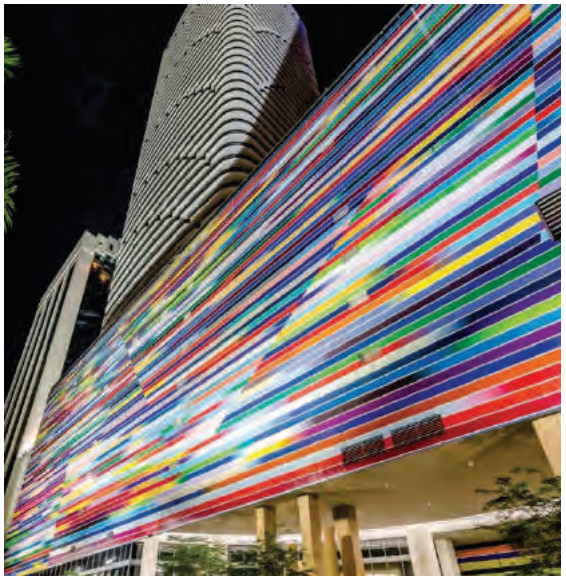
RELATED

Art and Design

Many of Related's properties are distinguished by groundbreaking partnerships with world-renowned architects, designers, and artists who help to create residential developments recognized as urban landmarks. Philippe Starck, David Rockwell, Karim Rashid, Rem Koolhaas, Piero Lissoni, Cesar Pelli, Carlos Ott, Yabu Pushelberg, and Arquitectonica are among the many famous collaborators and inspirations behind Related properties.

Related incorporates these artistic principles not only in its highest-end properties, but also across its workforce housing communities. Installing large-scale pieces for public viewing has become a company hallmark, including monumental sculptures by some of the most widely recognized living artists, including Fernando Botero, Jaume Plensa, Pablo Atchugarry and Julio Le Parc.

In addition to providing residents with the unique opportunity to be surrounded by artwork, we are committed to enhancing neighborhoods and cities with public art installations for the enjoyment of the entire community. Significant public art installations will be part of the Project with a particular focus on the Project's extension of the Island Walk.







RELATED

Philanthropic Efforts

The Jorge M. Pérez Family Foundation at The Miami Foundation fulfills the philanthropic vision of Jorge M. Pérez, chairman and CEO of The Related Group, his wife Darlene, and his family to shape a South Florida that is thriving, engaged and serves as a model community for major cities around the globe. The foundation was launched in 2015 to build on Jorge and Darlene's deep commitment to charitable giving and establish a permanent legacy their children can carry forward.

Since its inception in 2015, the Jorge M. Pérez Family Foundation has donated to a number of causes. Below is snapshot of its achievements:





INVESTED & COMMITTED

$25 Million

(and counting)

to scaling organizations in Miami in the areas of **arts and culture, health and well-being, education, the environment, and economic empowerment.**

SUPPORTED OVER

— 86 —

GRANTEES

to launch or expand high impact initiatives and organizations, including **The Racial Equity Fund, Together for Children, Future Bond Miami, Miami Lighthouse for the Blind & Visually Impaired, Arsht Center, Voices for Children, Grameen America, United Way and The Education Fund.**

— HONORED BY —

The Association of Fundraising Professionals (AFP) Miami in 2020

as one of the

HOMETOWN HEROES AWARD RECIPIENTS

This award is being given to individuals, corporations and foundations that have made a transformational philanthropic impact in our community during these uncertain times.

Continued the Pérez family's longstanding commitment to the

Pérez Art Museum Miami

and **works in partnership** with the museum to **strengthen Miami's arts and culture ecosystem**, including launching the

Pérez Prize (2019)

which **annually honors the outstanding achievements of a living artists** who has created a meaningful impact on artistic practice and the global art historical narrative.

Management Team



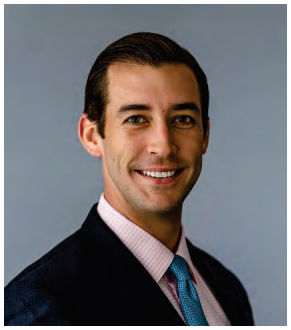
Jorge Perez
Chairman, CEO



Jon Paul Perez
President



Adolfo Henriques
Vice Chairman



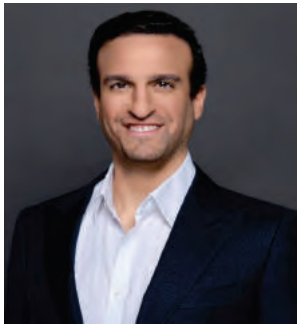
Nicholas Perez
President Luxury Condominiums



Matt Allen
COO



Ben Gerber
CFO



Amro Zakarni
Project Lead

Jorge Perez - Chairman, CEO



Jorge M. Pérez, Chairman and Chief Executive Officer of Related Group, has been at the forefront of South Florida's complex urban evolution for over 40 years. A commitment to 'building better cities,' and a natural ability to identify emerging trends has made him one of the most trusted and influential names in real estate.

Starting out in the 1970's, Pérez first made a name for himself in the public housing market of low-income Miami neighborhoods, including Little Havana and Homestead. His attention to detail and commitment to creating top-tier living environments distinguished him within the marketplace and laid the groundwork for future Related projects. Nearly four decades later, his unique passion for creating vibrant urban communities makes him a trendsetter, often the first developer to enter emerging or undiscovered neighborhoods.

Over his illustrious career, Mr. Pérez has earned countless awards for his professional and philanthropic achievements including Ernst & Young's Entrepreneur of the Year, the Hispanic Achievement & Business Entrepreneurship Award from Hispanic Magazine, The Developers and Builders Alliance's Community Advancement Award and The Beacon Council's 2015 Jay Malina Award. In 2005, TIME Magazine named Mr. Pérez one of the top 25 most influential Hispanics in the United States and he has appeared on the cover of FORBES twice.

Born in Buenos Aires, Argentina to Cuban parents, Pérez grew up in Bogota, Colombia. He graduated summa cum laude from C.W. Post College in Long Island and earned his Master's in Urban Planning from the University of Michigan.

RELATED

Jon Paul Perez - President



Jon Paul "JP" Pérez is responsible for overseeing development operations across the company's various divisions, managing land acquisition efforts and leading the procurement of major construction financing. He also forms a part of Related's Executive Committee, where he works with the firm's C-level executives and division presidents establish corporate priorities, growth strategies and other key companywide initiatives.

Jon Paul aims to continue supporting the firm's reputation as a "market maker" and its proven ability to capitalize on opportunities well before competitors. A market maker himself, Jon Paul has personally spearheaded Related's recent entrance into Miami's popular Wynwood neighborhood, where he's working to deliver several major mixed-use projects set to transform the area into a true live-work-play neighborhood.

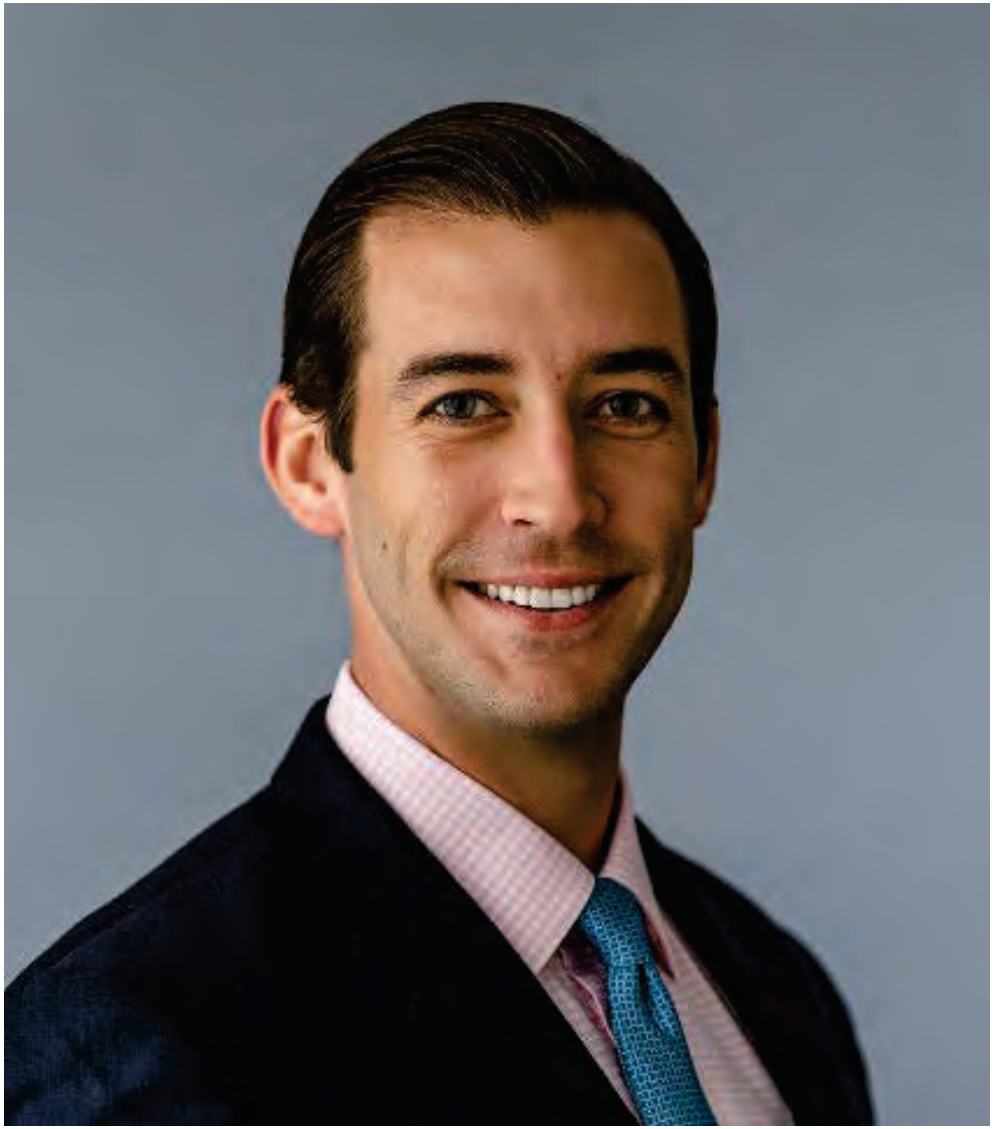
Prior to joining Related, Jon Paul worked for The Related Companies of New York where he oversaw all aspects of the development process for more than 900 units, with direct responsibility for financial modeling, design programming and construction management.

JP graduated from the University of Miami in 2007 with a B.S in business administration and received his MBA from Kellogg School of Management at Northwestern University in 2015.

Nurturing Miami's growing arts and culture community, Jon Paul remains closely aligned with the Pérez Art Museum Miami as well as with The National YoungArts Foundation (YoungArts), participating in its annual Miami YoungArts Week. He also sits on the board of Big Brothers Big Sisters of Miami and is an active United Way Young Leader. Every holiday season, JP also puts together Related's annual Thanksgiving Turkey Drive to coordinate the delivery of over 2,600 turkeys across Miami-Dade, including Related's affordable housing tenants.

RELATED

Nicholas Perez - President Luxury Condominiums



Nicholas Pérez is involved across all facets of the firm, including the condominium, international development, market-rate rental and affordable housing divisions. His responsibilities include overseeing the day-to-day operations of various marquee rental and condominium developments throughout South Florida, as well as working alongside senior executives to identify new business opportunities, partnerships, development techniques and more.

In addition, Nicholas sits on Related's Executive Committee and takes part in its monthly board meetings at which various division heads discuss all aspects of the company, including the 70+ projects currently under development worldwide.

Prior to joining Related, Nicholas lived in New York and spent eight years establishing his career in real estate development. From 2013 to 2017, he worked with the Related Companies in Manhattan, where he focused on rental and condominium development across a wide spectrum of properties, including 261 Hudson and 15 Hudson Yards.

Nicholas is a graduate of Loyola Marymount University, where he received a bachelor's degree in business administration. He received his Executive MBA from Kellogg School of Management at Northwestern University in 2020.

RELATED

Matt Allen - Chief Operating Officer



Matt Allen oversees all day-to-day operations of the company. He is widely acknowledged throughout both the real estate industry and the greater South Florida community as a key force in driving corporate growth while also contributing positively and significantly to the greater community.

At Related, Matt is responsible for finance, acquisitions, human resources, marketing, legal, accounting and asset management. He also plays a lead role in the oversight of the company's three main divisions: Condo, Affordable and Related Development, as well as of its property management company, TRG Management and RelatedISG, its general real estate company. Known for his ability to empower, inspire and innovate, Matt is constantly focused on new ways to push company growth and support constant forward movement, particularly in areas such as technology, financing, partnerships and team-building. Since 1999, Matt has worked to raise over $15 billion in equity capital and debt.

Matt completed his undergraduate studies at Barry University, which named him a 2020 Distinguished Alumni Award honoree, and received his master's degree in business administration from Florida International University.

Ben Gerber - Chief Financial Officer



Since joining Related Group as vice president of finance in 2003, Ben Gerber has been responsible for the restructuring of project and land financing totaling over $1.8 billion and has coordinated the closing of over $2.5 billion in commercial real estate loans. Ben is also in charge of the origination and management of A&D loans as well end loan mortgage operations for Related Group.

Ben began his career with Related Group as a financial analyst, in charge of performing asset management functions for a 3,000-unit rental portfolio and creating financial models to evaluate future investment opportunities for the company.

Ben currently volunteers with Big Brothers Big Sisters of Miami-Dade where he serves as a mentor to teenage inner-city youth and is an active participant of the Urban Land Institute, Greater Miami Jewish Federation, United Way, and the Dolphins Cycling Challenge. He was also featured on the 2014 South Florida Business Journal 40 under 40 list.

RELATED

Amro Zakarni - Project Lead



Amro Zakarni is a Vice President of Development for the Related Group, a role which sees him leading numerous condominium and luxury rental development efforts across South Florida and Latin America. In this role, Amro oversees all facets of development, including site selection, predevelopment feasibility analysis, pro forma and financial modeling, entitlements, design and construction, sales and marketing, among other responsibilities.

Amro has notably played a prominent role in Related's international development efforts, leading highly successful projects in Argentina and Brazil such as the $650 million Parque Global – a five-tower, mixed-use condominium property redefining Sao Paolo, Brazil.

Prior to joining Related, Amro worked in a top 100 U.S construction firm with a development arm. There, he was responsible for over $1 billion of development, preconstruction, and pricing of luxury hotel and residential projects such as Four Seasons Resorts & Residences, Ritz Reserves, and Rosewood Hotels. He managed the development of these assets and timelines for family offices and several other large REIT's.

Amro is a committed community member, and is involved in multiple community organizations, including being a Board Member at the Wynwood Business Improvement District (BID). He also formerly served as a Co-Chair of the Urban Land Institute's Young Leaders Group in Miami from 2014 to 2016.

He holds a Bachelor of Science in Industrial Engineering from the Pennsylvania State University, a Certificate in Hotel & Real Estate Investments from Cornell University, and an MBA from Northwestern University's Kellogg School of Management.

RELATED

TAB 2

EVIDENCE OF FINANCIAL CAPABILITY

TRUIST

July 3, 2024

Ms. Angela Atkinson
Chief Financial Officer
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

RE: 8000 East Drive, North Bay Village, FL 33141

Dear Ms. Atkinson,

Treasure Island Development Company, LLC ("Applicant") is an affiliate of The Related Group and the applicant for the 8000 East Drive development.

SunTrust now Truist has maintained a strong and diverse relationship with The Related Group since 2012. During this time, we have been involved in over $500 million of commercial real estate transactions. Truist continues to pursue financing opportunities based upon Related Group's financial strength and historical performance. The relationship remains strong today and is in good standing, and we would be interested and available to be considered for financing of the construction of the 8000 East Drive development.

If you have any questions regarding the foregoing, please feel free to contact me.

Yours sincerely,



David R. Kosmalski
Senior Vice President
National Real Estate / Truist
Mobile: 813-285-0594
Email: david.kosmalski@truist.com

City National Bank
Bci FINANCIAL GROUP

July 1, 2024

Angela Atkinson
Chief Financial Officer
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

cc: Mr. Ben Gerber

RE: RFP#2024-003 PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE

To Whom it May Concern:

We are writing to you in reference to our client, Treasure Island Development Company, LLC – an affiliate of The Related Group. The firm and its principals have a long-standing and highly valued relationship with City National Bank of Florida, and are demonstrably qualified in the creation and execution of large-scale projects such as 8000 East Drive in North Bay Village.

CNB has reviewed the preliminary development summary for the proposed 364 luxury residential development. Based on the information we have received to date, we would be very interested in working with the group to arrange part or all of the financing to support the project's development.

This letter is written without liability to City National Bank of Florida or any of its officers or directors, and no inference is to be made from any other matter not specifically set forth herein.

Please contact me if I can be of further assistance.

Regards,

Roberto A Pedroso
Senior Vice President
roberto.pedroso@citynational.com
305-577-7233

City National Bank

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P:59576 / T: / S:

TREASURE ISLAND DEVELOPMENT COMPANY LLC
OPERATING ACCOUNT
2850 TIGERTAIL AVE STE 800
MIAMI FL 33133-5346

For additional locations and hours, please visit citynational.com

NMLS 412469
Member FDIC
EQUAL HOUSING LENDER

Regular Commercial Checking

Account Summary

Account:	XXXXXXX9631	Beginning Balance:	$1,173,463.71
Last Statement:	May 31, 2024	Ending Balance:	$11,126,755.62
This Statement:	June 28, 2024	Average Ledger Balance:	$1,506,523.52
		Low Balance:	$1,126,755.62

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
05-31	Beginning balance			1,173,463.71
06-03	Check # 1038		148.26	1,173,315.45
06-04	Check # 1039		13,754.76	1,159,560.69
06-05	Check # 1040		252.16	1,159,308.53
06-11	Dr Offset Treasure Island Achplus Origsetl 1882351439		331.58	1,158,976.95
06-17	Check # 1043		16,688.00	1,142,288.95
06-20	Dr Offset Treasure Island Achplus Origsetl 1882351439		8,500.00	1,133,788.95
06-20	Check # 1041		1,452.22	1,132,336.73
06-21	Check # 1037		2,150.00	1,130,186.73
06-26	Check # 1044		693.04	1,129,493.69
06-27	Wire Out Bf Dom Laura Tauber # K237906		2,108.07	1,127,385.62
06-27	Dr Offset Treasure Island Achplus Origsetl 1882351439		630.00	1,126,755.62
06-28	Wire In Jorge M. Perez, Llc #165039047	10,000,000.00		11,126,755.62
06-28	Ending totals	10,000,000.00	46,708.09	11,126,755.62

Continued on the next page



Join us on social media!

[1] From May 1, 2024, through September 30, 2024, applicants who apply for a Small Business Administration (SBA) 7(a) loan through City National Bank of Florida (CNB) and are approved for funding of the loan by the SBA may receive a fee waiver of up to $2,500 toward associated lender packaging fees. Valid for loan amounts from $30,000 up to and including $5,000,000. Complete loans packages must be received by 11:59 PM ET on September 30, 2024, and close by 11:59 PM ET on December 31, 2024. The waiver of packaging fees will be applied upon closing of the loan. The applicant is responsible for any additional closing costs associated with the loan. Limit one fee waiver promotion per legal entity. Promotion subject to change and may be withdrawn without notice. Promotion cannot be applied toward other non-SBA lending products offered by CNB.

TAB 3

PROPERTY AND PROJECT

TAB 3 – PROPERTY & PROJECT

Treasure Island Development Company, LLC, and its affiliates (herein after referred to the "Proposer", "Bidder", "Applicant", "The Related Group", or "Related") own the properties located at 7946 & 8000 East Drive in North Bay Village (the "Property").

3.1 PROPERTY

The **Property** is further identified by four separate Miami-Dade Tax Folio Numbers 23-3209-021-0001; 23-3209-001-0021; 23-3209-001-0023; and folio 23-3209-030-0001. The aforementioned properties consist of approximately 180,000 square feet (4.12 acres) in total and are located on the northernmost point of East Drive on Harbor Island.

3.2 PROJECT

The Related Group is proposing a **luxury condominium development** with a total of 364 residential units ranging from one bedroom to four bedrooms along with numerous amenities (the "Project"). The average unit size is 2,034 square feet, with a total buildable 1.4 million square feet. The Property will include a podium that will house a total of 744 parking spaces. Additionally, the Project includes an expansive amenity deck both indoor and outdoor which include a pool and deck, tennis court, pickleball, gym, pavilion, and lush landscaping.

As part of the development, the Proposer requires a minimum of 76 Transferable Density Rights (TDR's) to execute this visionary project. Please note that the project complies with the applicable RM-70 zoning regulations and other applicable regulations. For a depiction of the project, please refer to the drawings incorporated in this Tab 3 – Property & Project.



3.3 BENEFITS TO NORTH BAY VILLAGE

There are multiple benefits that this development will bring to the Village including:

a. Extension of the Island Walk around the tip of East Drive
The Project will extend the Village's Island Walk bayfront walkway along the waterfront perimeter of the Property and will be a significant public benefit greatly enhancing public access to the waterfront.

b. Protection against and minimizes any undesirable effects upon contiguous and nearby property
The Project is redeveloping a site where the existing buildings are uninhabited and in poor condition, with one building having already been declared unsafe and evacuated. It will be a catalyst in revitalizing the area and has been designed to minimize its impact on nearby properties by providing an extension of the Village's Island Walk bayfront walkway surrounding the Property and landscaped buffers on the south side of the Project.

c. Parking & Loading Facilities
The Project provides sufficient off-street parking and loading facilities so that it will reduce the demand for on-street parking in the vicinity. The Project provides 744 parking spaces in an attached parking garage, which is consistent with the Code's recommended amount of parking and also provides the required loading spaces.

d. Architecture provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood
The Project improves the appearance and character of the neighborhood by expanding the Village's Island Walk bayfront walkway which will provide public access to the waterfront. This new public area will include significant landscaping and will provide a buffer between the buildings and the waterfront as well as neighboring properties. The project's unique architecture will create a new architectural landmark within the Village.

e. Traffic & Infrastructure Sufficiency
The development can be accommodated by existing community roads, services, and utilities, with any necessary enhancements being provided by the developer. The Project can be accommodated by the Village's existing traffic infrastructure per a traffic concurrency analysis commissioned by Related.

f. Shadow Study
Related conducted a shadow study on the proposed project considering its unique location at the tip of the peninsula, and found that the neighboring properties were not affected by the proposed new buildings.

g. Incorporation of Art
Following the lead of Founder, Chairman and CEO Jorge M. Pérez, Related seeks to educate and inspire, incorporating museum-quality art and noteworthy cultural experiences throughout its developments. A longtime art collector and philanthropist, The Related Group's Chairman, CEO and Founder Jorge M. Pérez is committed to showcasing museum quality art —from masterful contemporary sculptures, to one-of-a kind commissioned installations – in and around all of The Related Group's projects and developments.

h. Economic Benefits to the Village

As part of this RFP, the Applicant is including in this section an Economic Impact Analysis prepared by Florida Economic Advisors which summarizes the projected economic impact of this development which will include job creation, ad valorem revenues, and positive fiscal impacts on North Bay Village. Some of which include:

- Increased taxable property of between $700 million and $1.2 billion on an annual basis over the next 20 years
- Increased annual tax revenue to the City of between $4 million to $7 million per year for the next 20 years
- $1.5 million in impact fees
- An increase in $1 billion in business output for Miami-Dade County along with $308 million in increased earnings and 6,127 new jobs.



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THE RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800
MIAMI, FL 33133

HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

RENDERING

SCALE:

DATE:
10/17/2018

A9-02



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2850 TIGERTAIL AVE, SUITE 800
MIAMI, FL 33133

HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

RENDERING

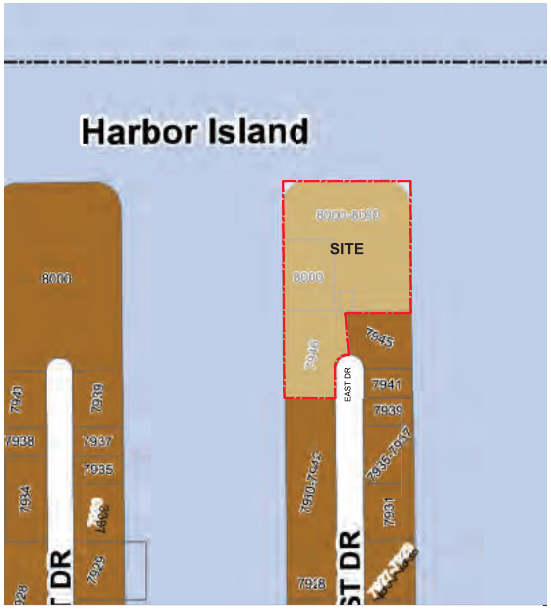
SCALE:

DATE:
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A9-03



LOCATION MAP



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MIAMI, FL 33133

HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

ZONING MAP

SCALE:

DATE:
10/17/2018

A0-01



TREASURE ISLAND - AERIAL VIEW



1. TREASURE ISLAND -8010 EAST DR. (WEST VIEW)



2. TREASURE ISLAND - 8010 EAST DR. (EAST VIEW)



3. TREASURE ISLAND - 8000 EAST DR.

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THE RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800
MIAMI, FL 33133

HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

STREET VIEWS

SCALE:

DATE:
10/17/2018

A0-02

NORTH TOWER		F-F	HGT	Units/Level	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF (INT. A/C)	FLR PLATE
Roof			312									
Level 29	Units	12.43	299.57	2				2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 28	Units	10.17	289.4	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 27	Units	10.17	279.23	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 26	Units	10.17	269.06	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 25	Units	10.17	258.89	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 24	Units	10.17	248.72	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 23	Units	10.17	238.55	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 22	Units	10.17	228.38	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 21	Units	10.17	218.21	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 20	Units	10.17	208.04	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 19	Units	10.17	197.87	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 18	Units	10.17	187.7	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 17	Units	10.17	177.53	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 16	Units	10.17	167.36	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 15	Units	10.17	157.19	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 14	Units	10.17	147.02	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 13	Units	10.17	136.85	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 12	Units	10.17	126.68	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 11	Units	10.17	116.51	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 10	Units	10.17	106.34	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 9	Units	10.17	96.17	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 8	Units	10.17	86	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 7	Units	10.17	75.83	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 6	Units	10.17	65.66	5		2	1	2	10,621 sf	3,217 sf	13,623 sf	16,840 sf
Level 5	Units + Amenities	12	**53.66**	4		2		2	8,572 sf	2,826 sf	13,623 sf	16,449 sf
Level 4	Units + Parking	12	41.66	5	1	2		2	9,905 sf	2,797 sf	13,339 sf	16,127 sf
Level 3	Units + Parking	9.83	31.83	6	1	2		2	9,905 sf	2,797 sf	13,339 sf	16,127 sf
Level 2	Units + Parking	9.83	22	5	1	2		2	9,905 sf	2,797 sf	13,339 sf	16,127 sf
Mezz.	Units + Parking	9.83		4	1	2		1	7,387 sf	2,826 sf	10,844 sf	13,670 sf
Level 1	Lobby + Amenities	22							sf		12,099 sf	12,099 sf
TOTALS				Units	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF	FLR PLATE
				140	4	56	23	57	300,578 sf	91,201 sf	494,109 sf	485,269 sf
					3%	40%	16%	41%				

EAST TOWER		F-F	HGT	Units/Level	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF (INT. A/C)	FLR PLATE
Roof			312									
Level 29	Units	12.43	299.57	2				2	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 28	Units	10.17	289.4	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 27	Units	10.17	279.23	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 26	Units	10.17	269.06	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 25	Units	10.17	258.89	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 24	Units	10.17	248.72	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 23	Units	10.17	238.55	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 22	Units	10.17	228.38	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 21	Units	10.17	218.21	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 20	Units	10.17	208.04	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 19	Units	10.17	197.87	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 18	Units	10.17	187.7	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 17	Units	10.17	177.53	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 16	Units	10.17	167.36	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 15	Units	10.17	157.19	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 14	Units	10.17	147.02	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 13	Units	10.17	136.85	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 12	Units	10.17	126.68	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 11	Units	10.17	116.51	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 10	Units	10.17	106.34	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 9	Units	10.17	96.17	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 8	Units	10.17	86	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 7	Units	10.17	75.83	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 6	Units	10.17	65.66	4		3		1	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 5	Units	12	**53.66**	3		2		1	6,101 sf	1,875 sf	9,435 sf	11,310 sf
Level 4	Units + Parking	12	41.66	4	1	2		1	7,424 sf	1,374 sf	9,187 sf	10,481 sf
Level 3	Units + Parking	9.83	31.83	4	1	2		1	7,424 sf	1,374 sf	9,187 sf	10,481 sf
Level 2	Units + Parking	9.83	22	4	1	2		1	7,424 sf	1,374 sf	9,187 sf	10,481 sf
Mezz.	Units + Parking	9.83		3		2		1	5,987 sf	1,374 sf	7,661 sf	9,025 sf
Level 1	Lobby	28							sf		9,074 sf	9,074 sf
TOTALS				Units	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF	FLR PLATE
				112	3	72	0	37	221,095 sf	62,371 sf	279,621 sf	332,252 sf
					2%	65%	0%	33%				

WEST TOWER		F-F	HGT	Units/Level	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF (INT. A/C)	FLR PLATE
Roof			312									
Level 29	Units	12.43	299.57	2				2	7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 28	Units	10.17	289.4	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 27	Units	10.17	279.23	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 26	Units	10.17	269.06	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 25	Units	10.17	258.89	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 24	Units	10.17	248.72	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 23	Units	10.17	238.55	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 22	Units	10.17	228.38	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 21	Units	10.17	218.21	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 20	Units	10.17	208.04	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 19	Units	10.17	197.87	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 18	Units	10.17	187.7	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 17	Units	10.17	177.53	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 16	Units	10.17	167.36	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 15	Units	10.17	157.19	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 14	Units	10.17	147.02	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 13	Units	10.17	136.85	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 12	Units	10.17	126.68	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 11	Units	10.17	116.51	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 10	Units	10.17	106.34	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 9	Units	10.17	96.17	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 8	Units	10.17	86	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 7	Units	10.17	75.83	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 6	Units	10.17	65.66	4		2	2		7,779 sf	1,875 sf	9,435 sf	11,310 sf
Level 5	Units	12	**53.66**	3		2	1		4,092 sf	1,875 sf	9,435 sf	11,310 sf
Level 4	Units + Parking	12	41.66	4	1	2	1		7,139 sf	1,852 sf	9,660 sf	11,312 sf
Level 3	Units + Parking	9.83	31.83	4	1	2	1		7,139 sf	1,852 sf	9,660 sf	11,312 sf
Level 2	Units + Parking	9.83	22	4	1	2	1		7,139 sf	1,852 sf	9,660 sf	11,312 sf
Mezz.	Units + Parking	9.83		3	1	2			4,527 sf	1,852 sf	7,058 sf	8,710 sf
Level 1	Lobby	22							sf		9,438 sf	9,438 sf
TOTALS				Units	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF	FLR PLATE
				112	4	56	50	2	216,692 sf	53,480 sf	281,261 sf	334,834 sf
					3%	45%	39%	1%				

TOTAL PROJECT:		Units	1BR	2BR	3BR	4BR	NSF	TERRACES	GSF	FLR PLATE
	Average Unit Size: 2,694 sf	364	11	181	73	89	748,328 sf	197,106 sf	960,360 sf	1,404,478 sf
			3%	50%	20%	24%				

PARKING			SPACES	GSF
Level 5	Deck	**53.66**		48,205 GSF
Level 4	Parking	12	160	51,880 GSF
Level 3	Parking	9.83	168	51,880 GSF
Level 2	Parking	9.83	168	51,880 GSF
Mezz.	Parking	9.83	95	30,606 GSF
Level 1	Parking	12.17	140	51,423 GSF
TOTALS			731 spaces	237,673 GSF

Parking Ratio:
2.01

* Amenities are included in the main table

AMENITIES		NORTH	EAST	WEST	DECK	GSF
Level 5	Amenities	2,042 sf	1,728 sf	1,728 sf	4,314 sf	9,810 GSF
Level 4	Amenities	0	0	0	0	0 GSF
Level 3	Amenities	0	0	0	0	0 GSF
Level 2	Amenities	0	0	0	0	0 GSF
Mezz.	Amenities	0	0	0	0	0 GSF
Level 1	Amenities	11,364 sf	5,705 sf	4,809 sf	sf	16,868 GSF
TOTALS						26,687 GSF

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THE RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800
MIAMI, FL 33133

HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

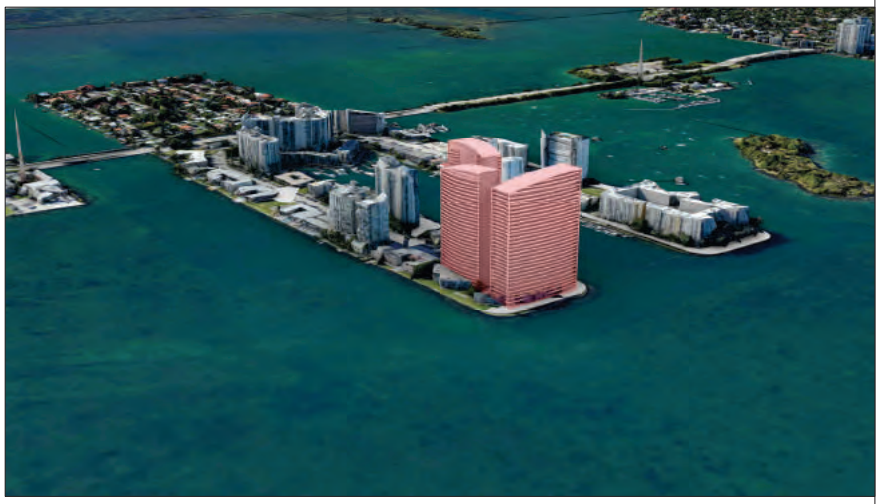
PROJECT DATA

SCALE:

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THE RELATED GROUP
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MIAMI, FL 33133

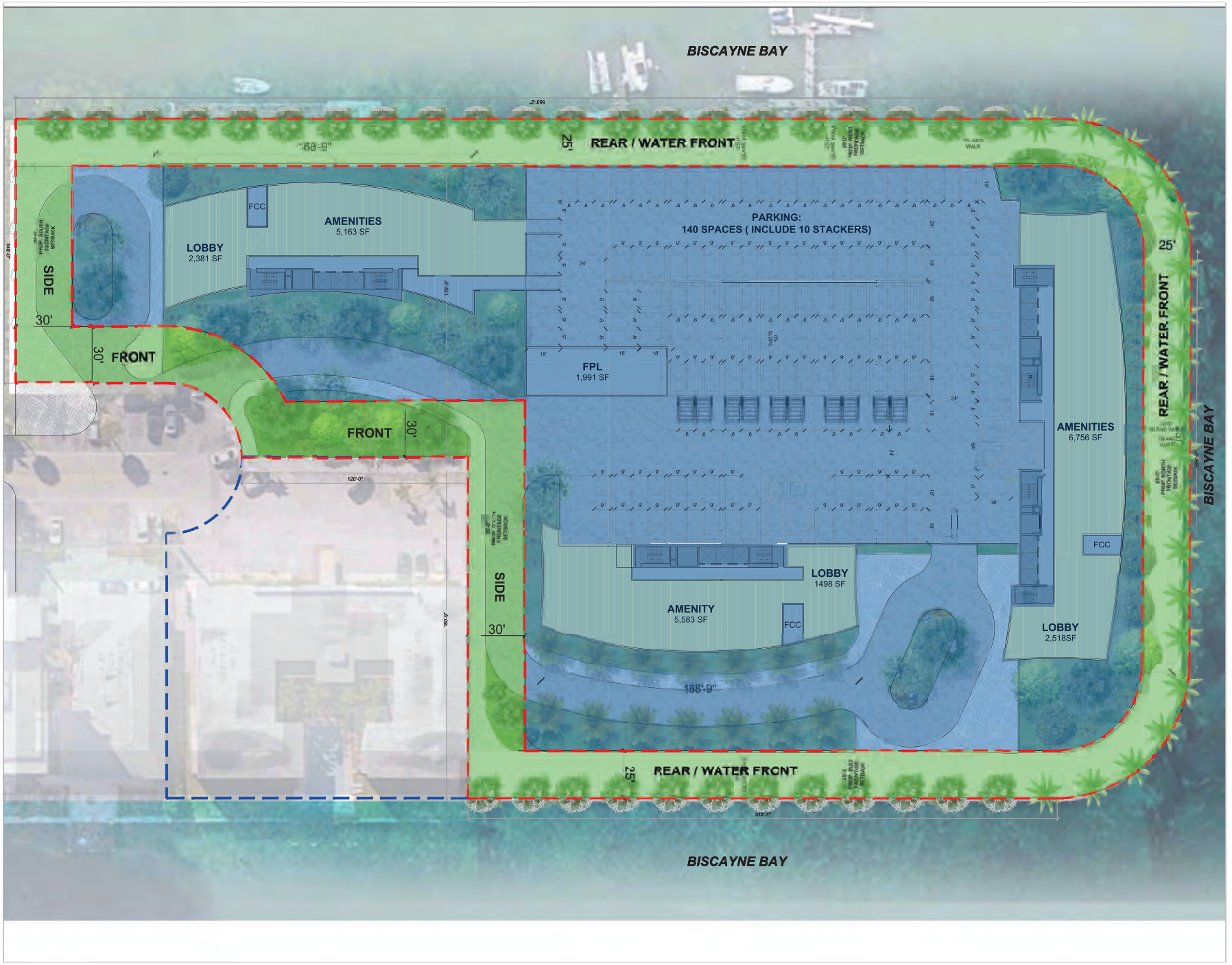
HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

VOLUMETRIC COMPARISON

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HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

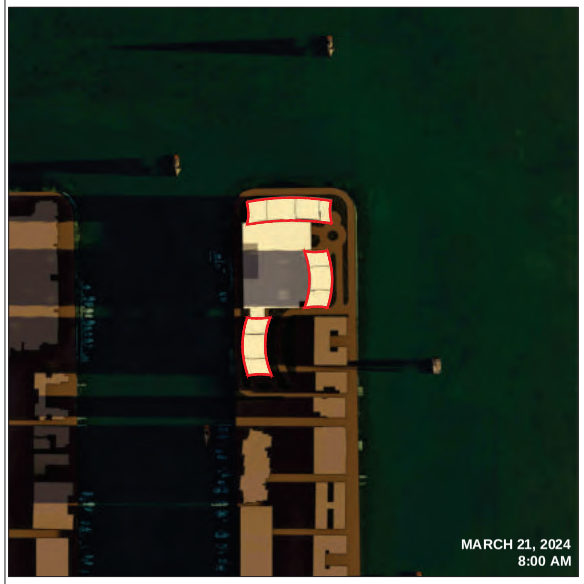
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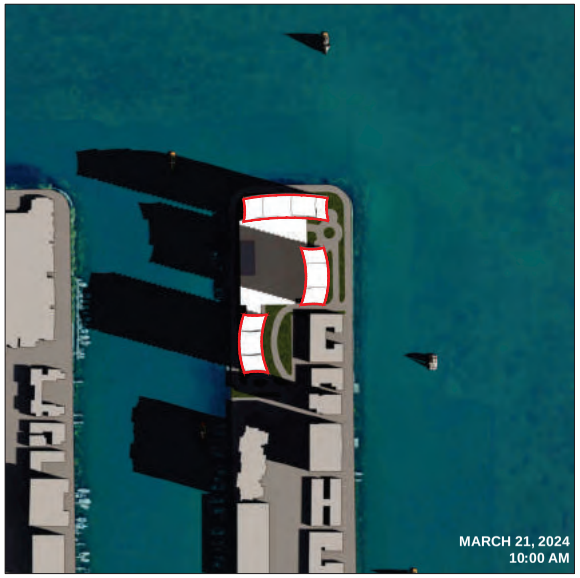
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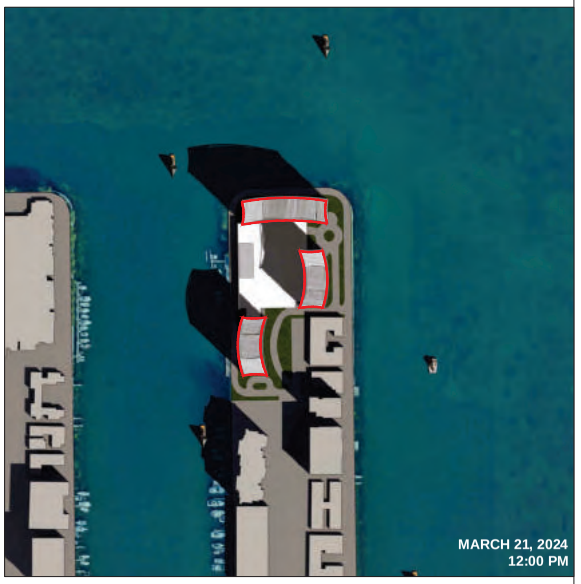
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THE RELATED GROUP
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MIAMI, FL 33133

HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

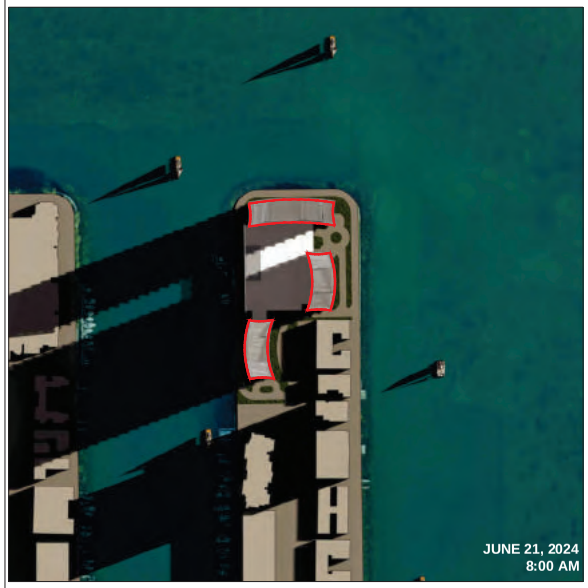
SUN STUDY | SPRING

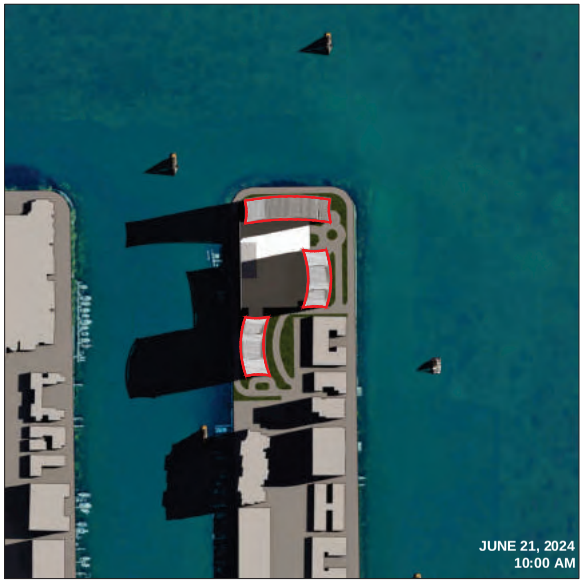
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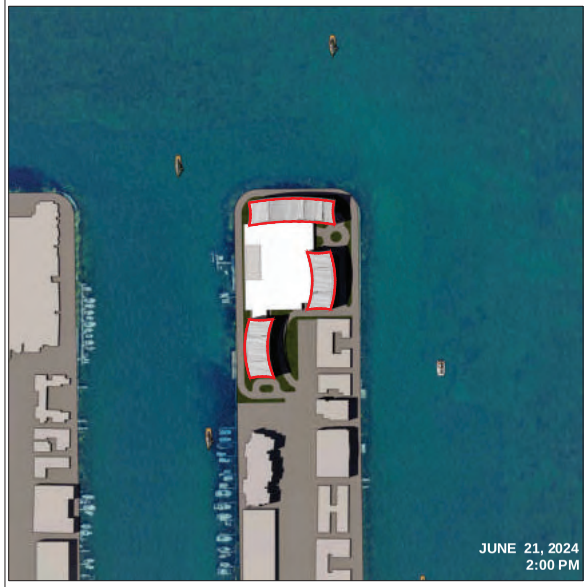
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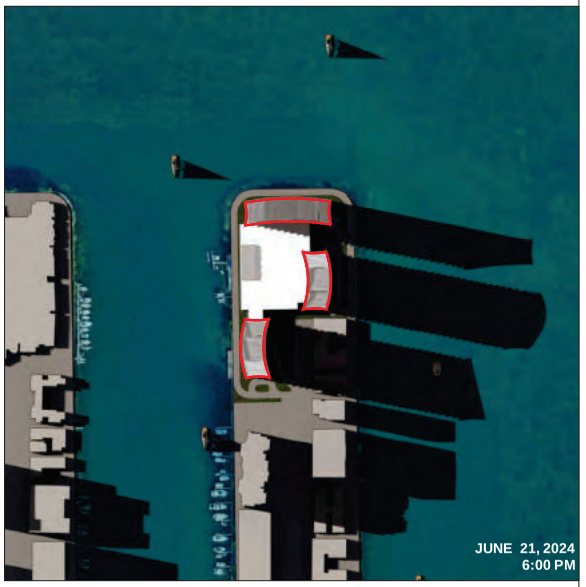












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THE RELATED GROUP
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HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

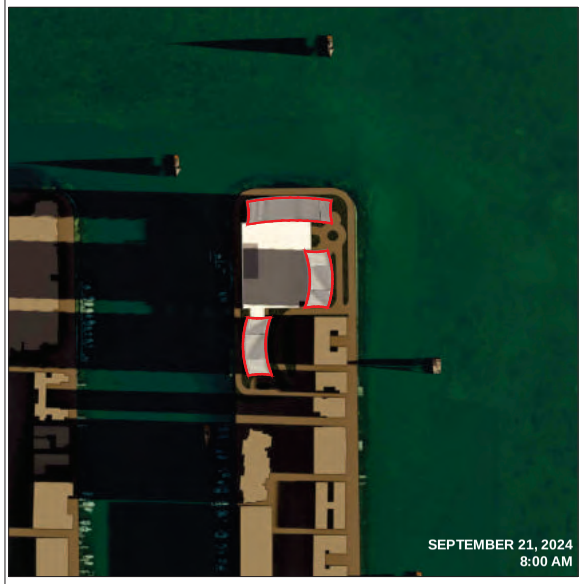
SUN STUDY | SUMMER

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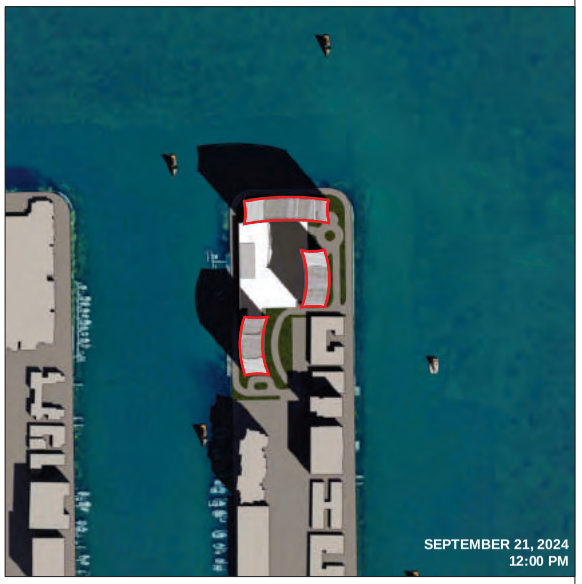
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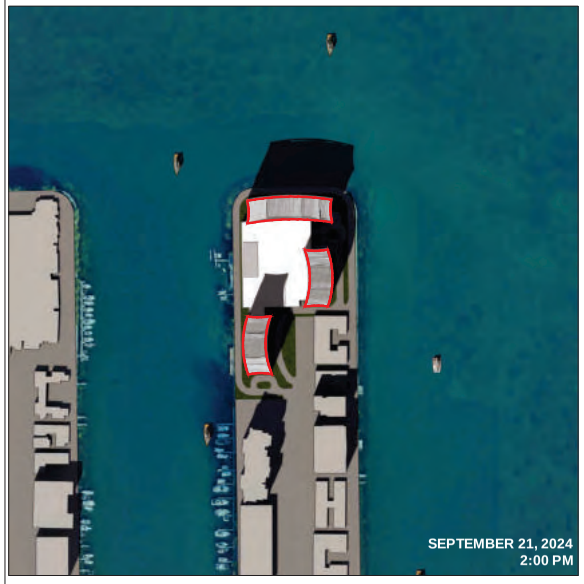
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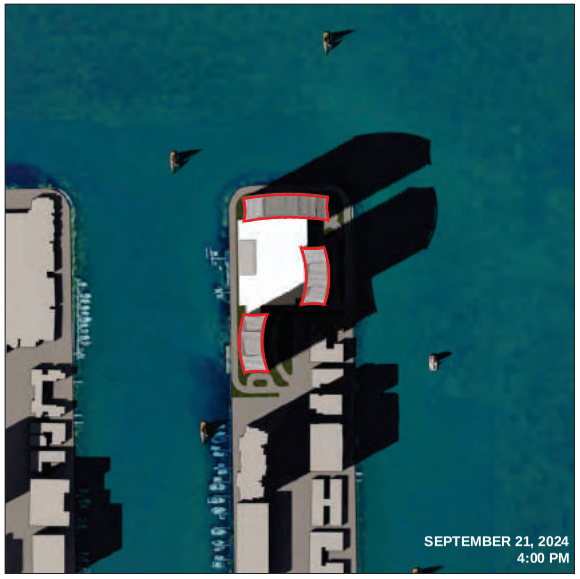
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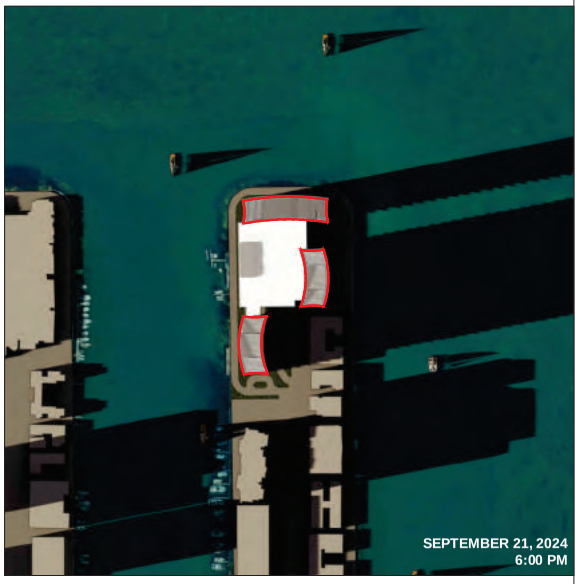












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THE RELATED GROUP
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MIAMI, FL 33133

HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

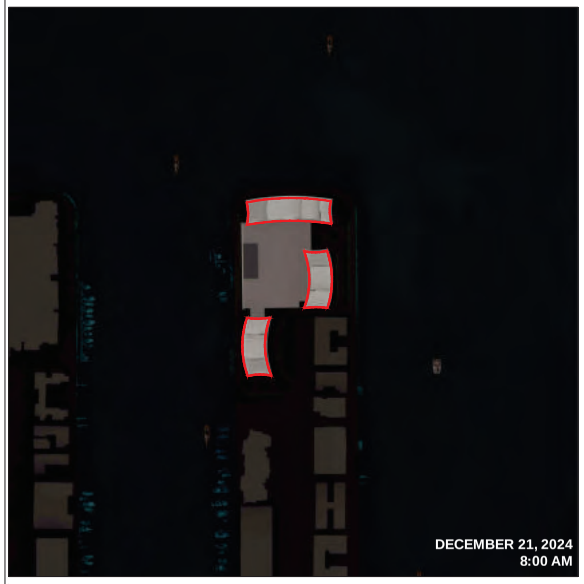
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HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

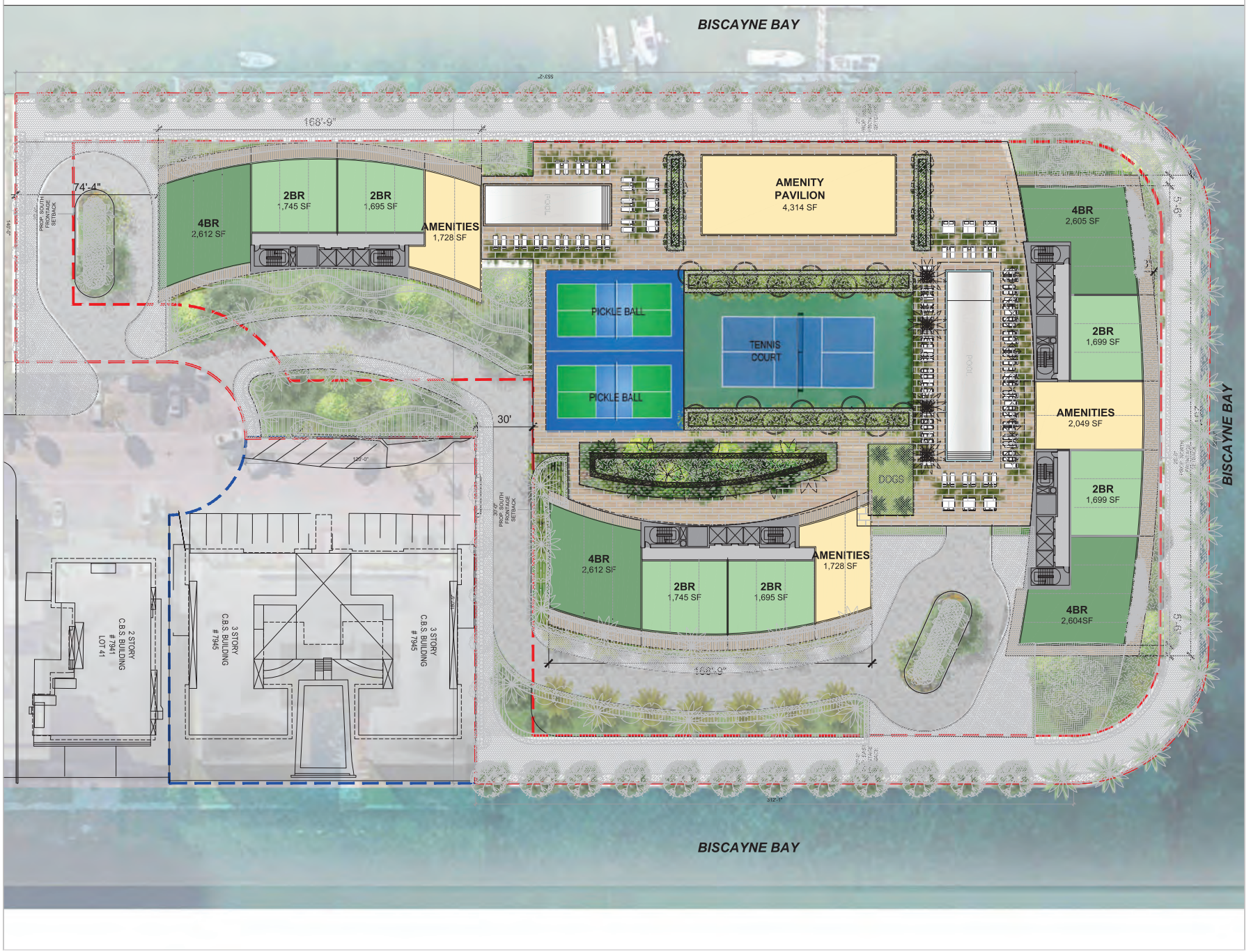
SUN STUDY | WINTER

SCALE:

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DATE:
10/17/2018

A0-13



NORTH

140 UNITS
NSF : 300,578 SF
GSF: 404,108 SF
FLR. PLATE PER FLOOR:
16,840 SF

EAST

112 UNITS
NSF : 221,056 SF
GSF: 279,921 SF
FLR. PLATE PER FLOOR:
11,310 SF

WEST

112 UNITS
NSF : 218,692 SF
GSF: 278,620 SF
FLR. PLATE PER FLOOR
11,310 SF

TOTAL

364 UNITS
RESI NSF : 740,326 SF
RESI GSF: 965,380 SF
AVG. UNIT SIZE (2,034 SF)
PARKING : 731 SPACES

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F STRUCTURAL, MEP AND LIFE SAFETY SYSTEMS. AS THESE ARE FURTHER REFINED, THE NUMBERS WILL BE ADJUSTED ACCORDINGLY.

THE RELATED GROUP
2850 TIGERTAIL AVE, SUITE 800
MIAMI, FL 33133

HARBOR ISLAND
8000 EAST DRIVE
NORTH BAY VILLAGE, FL

AMENITY LEVEL

0 16' 32'
SCALE: 1/16" = 1'-0

N

DATE:
10/17/2018

A1-04

Economic and Fiscal Impact Analysis
Harbor Island/8000 East Drive Project
North Bay Village (Miami-Dade County), Florida



Prepared For:
TREASURE ISLAND DEVELOPMENT COMPANY, LLC
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Miami, Florida 33133

Prepared by

FLORIDA ECONOMIC ADVISORS
Real Estate & Corporate Economics

July 2024

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Report Disclaimer:

FEA makes no warranty, express or implied, regarding the completeness or accuracy of the base information provided to FEA that was used to generate the forecasts presented in this report. Future economic conditions not theorized in this analysis could substantially impact the rate and nature of forecasted projections within the area of study, thus resulting in outcomes that may substantially deviate from those offered in this document.

Executive Summary

The proposed Harbor Island/8000 East Drive development at 8000 and 7946 East Drive in North Bay Village is envisioned to include 364 luxury multifamily units and 731 parking spaces, comprising 1.4 million square feet of vertical development. The $800 million dollar project is forecast to have substantial economic and fiscal impacts for the City of North Bay Village, Miami-Dade County, and associated regional taxing authorities.

20-Year Ad Valorem Revenues:

- $110.3 million to North Bay Village
- $140.8 million to Miami-Dade County
- $123.8 million to Miami-Dade County Public Schools
- $389.6 million total to local and regional taxing authorities

Fiscal Impacts:

- $104.8 million in 20-year tax increment revenue to North Bay Village
  (*Future ad valorem revenues, over and above current ad valorem revenue*)
- $104.9 million in 20-year positive net fiscal impact to North Bay Village
  (*Future ad valorem and other local revenues, over and above costs of local service provision*)
- $1.54 million in development impact fees to North Bay Village

Economic Impacts to Miami-Dade County:

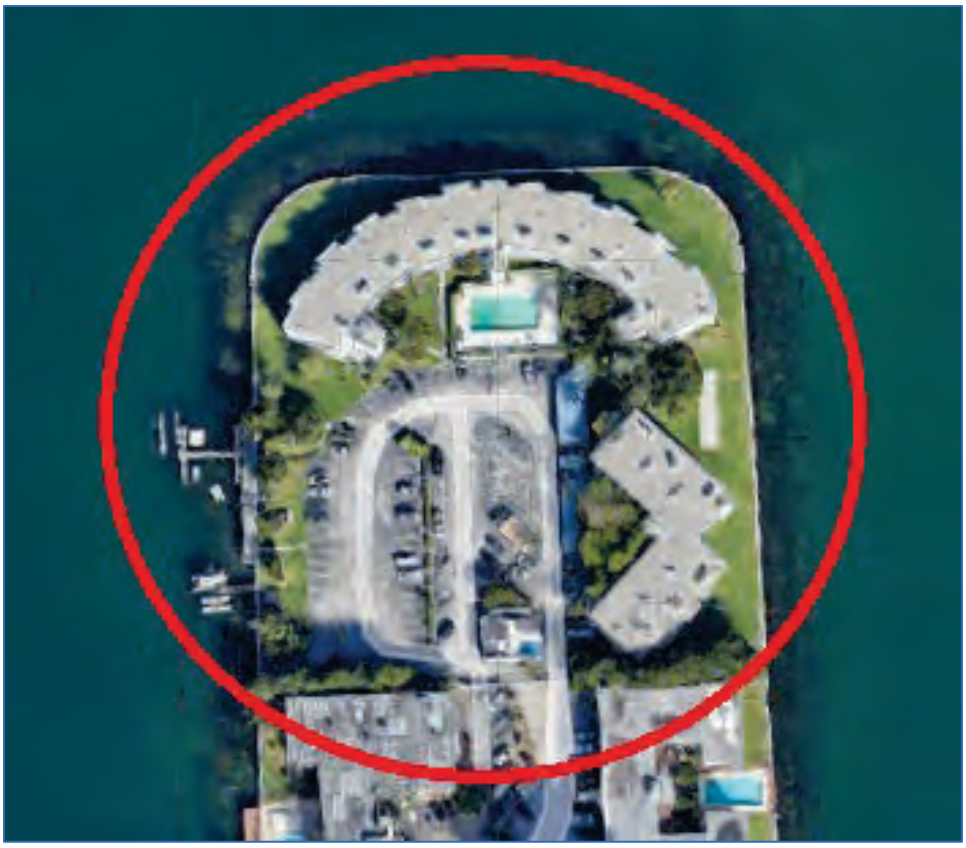
Construction (one-time) impacts:
- $997.6 million in business output (*sales*)
- $308.7 million in earnings (*employee wages/benefits*)
- 6,127 full-time equivalent jobs created/supported

Annual, recurring impacts:
- $143.5 million in business output (*sales*)
- $23.9 million in earnings (*employee wages/benefits*)
- 613 full-time equivalent jobs created/supported

A: Study Introduction and Summary of Impacts

Florida Economic Advisors was retained by Treasure Island Development Company (Client) to prepare an analysis which reviews the economic and fiscal impacts of the Client's redevelopment proposal in the City of North Bay Village. The 1.4 million square foot redevelopment proposal includes residential uses, along with support infrastructure.

Project Redevelopment Area



As part of this economic and fiscal impact analysis, FEA was asked to address the following:

1. Estimated annual ad valorem and incremental ad valorem taxes directly generated by the proposed project for Miami-Dade County, the City of North Bay Village, Miami-Dade Public Schools, and other taxing districts;
2. The project's estimated impact fees;
3. Non- ad valorem revenues to the City of North Bay Village;
4. Net operating fiscal impacts to the City of North Bay Village from project occupancy and operation;
5. One-time construction economic impacts, and:
6. Annual ongoing economic impacts from occupancy and operation

The proposed redevelopment is anchored by the following residential and non-residential uses denoted in Table A.1, along with unit value estimates for developed properties[1].

Table A.1
Treasure Island/North Bay Village
Development Program

Phase	Civic (SF)	Retail (SF)	Office	Hotel Rooms	Res. (MKT) - DUS	Res. (Sale) - DUS	Res. (MXD) - DUS	Private Parking
1	0	0	0	0	0	0	364	731
2	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0
Totals	0	0	0	0	0	0	364	731
UNIT VA	**n/a**	**$498**	**$0**	**$0**	**$0**	**$0**	**$2,135,556**	**$27,950**

Annual development estimates for the proposal were prepared by FEA and considered future local and macroeconomic conditions supporting a program of this size and scope. Table A.2 estimates 20-year taxable values.

Table A.2
Treasure Island/North Bay Village
Taxable Property Valuations (3% Annual Inflation and 90% of Market Value)

Year	Civic (SF)	Retail (SF)	Office	Hotel Rooms	Res. (MKT) - DUS	Res. (Sale) - DUS	Res. (MXD) - DUS	Parking Spaces	Total
1	$0	$0	$0	$0	$0	$0	$699,608,070	$18,388,305	$717,996,375
2	$0	$0	$0	$0	$0	$0	$720,596,312	$18,939,954	$739,536,266
3	$0	$0	$0	$0	$0	$0	$742,214,201	$19,508,153	$761,722,354
4	$0	$0	$0	$0	$0	$0	$764,480,628	$20,093,397	$784,574,025
5	$0	$0	$0	$0	$0	$0	$787,415,046	$20,696,199	$808,111,246
6	$0	$0	$0	$0	$0	$0	$811,037,498	$21,317,085	$832,354,583
7	$0	$0	$0	$0	$0	$0	$835,368,623	$21,956,598	$857,325,220
8	$0	$0	$0	$0	$0	$0	$860,429,681	$22,615,296	$883,044,977
9	$0	$0	$0	$0	$0	$0	$886,242,572	$23,293,755	$909,536,326
10	$0	$0	$0	$0	$0	$0	$912,829,849	$23,992,567	$936,822,416
11	$0	$0	$0	$0	$0	$0	$940,214,744	$24,712,344	$964,927,089
12	$0	$0	$0	$0	$0	$0	$968,421,187	$25,453,715	$993,874,901
13	$0	$0	$0	$0	$0	$0	$997,473,822	$26,217,326	$1,023,691,148
14	$0	$0	$0	$0	$0	$0	$1,027,398,037	$27,003,846	$1,054,401,883
15	$0	$0	$0	$0	$0	$0	$1,058,219,978	$27,813,961	$1,086,033,939
16	$0	$0	$0	$0	$0	$0	$1,089,966,577	$28,648,380	$1,118,614,957
17	$0	$0	$0	$0	$0	$0	$1,122,665,575	$29,507,831	$1,152,173,406
18	$0	$0	$0	$0	$0	$0	$1,156,345,542	$30,393,066	$1,186,738,608
19	$0	$0	$0	$0	$0	$0	$1,191,035,908	$31,304,858	$1,222,340,767
20	$0	$0	$0	$0	$0	$0	$1,226,766,986	$32,244,004	$1,259,010,990

[1] Provided by developer and FEA research.

Tables A.3 and A.4 illustrate population and employment generation for the Treasure Island proposal.

Table A.3
Treasure Island/North Bay Village
Employment (CUMULATIVE)

Phase	Civic (SF)	Retail (SF)	Office	Hotel Rooms	Res. (MKT) - DUS	Res. (Sale) - DUS	Res. (MXD) - DUS	Parking Spaces	Total Emp.
1	0	0	0	0	0	0	33	4	37
2	0	0	0	0	0	0	33	4	37
3	0	0	0	0	0	0	33	4	37
4	0	0	0	0	0	0	33	4	37
5	0	0	0	0	0	0	33	4	37
6	0	0	0	0	0	0	33	4	37
7	0	0	0	0	0	0	33	4	37
8	0	0	0	0	0	0	33	4	37
9	0	0	0	0	0	0	33	4	37
Ratios	**750 sf/emp.**	**400 sf/emp.**	**325 sf/emp.**	**0.6 rms./emp.**	**11 du/emp.**	**11 du/emp.**	**11 du/emp.**	**200 pcs./emp.**	

Table A.4
Treasure Island/North Bay Village
Population (CUMULATIVE), @ 2.0 PPH

Phase	Civic (SF)	Retail (SF)	Office	Hotel Rooms	Res. (MKT) - DUS	Res. (Sale) - DUS	Res. (MXD) - DUS	Parking Spaces	Total Pop.
1	0	0	0	0	0	0	728	0	728
2	0	0	0	0	0	0	728	0	728
3	0	0	0	0	0	0	728	0	728
4	0	0	0	0	0	0	728	0	728
5	0	0	0	0	0	0	728	0	728
6	0	0	0	0	0	0	728	0	728
7	0	0	0	0	0	0	728	0	728
8	0	0	0	0	0	0	728	0	728
9	0	0	0	0	0	0	728	0	728

Table A.5 presents the summary impacts to North Bay Village and Miami-Dade County (in addition to other taxing authorities) from successful construction and operation of the above-referenced program.

For this summary table, the following information is presented:

- Ad valorem revenue generation and non-ad valorem revenues to local and regional taxing authorities, over 5, 10, and 20-year horizons from successful project development and operation.
- Net operating fiscal impacts (general fund revenues less costs of local service provision) to the City of North Bay Village over 5, 10, and 20-year horizons.
- One-time economic impacts from project construction. These impacts include output (sales), earnings (wages), and employment in Miami-Dade County that is created and/or

supported during the project's construction life.

- Annual recurring economic impacts from successful completion and operation of the project. Again, these impacts are focused on the Miami-Dade County area, and include output (sales), earnings (wages), and employment.
- Estimated impact fees to the City of North Bay Village.

Summary Table A.5
Treasure Island/North Bay Village
North Bay Village/Miami-Dade County, Florida
Presentation of Economic and Fiscal Impacts

FISCAL IMPACTS (5, 10, AND 20 YEAR HORIZONS)	5-Year Period	10-Year Period	20-Year Period
I. Ad Valorem Revenue (Aggregate Millage)			
City of North Bay Village	$21,788,669	$47,047,709	$110,275,895
Miami-Dade Co. Public Schools	$24,457,409	$52,810,249	$123,782,807
South Florida WMD	$361,372	$780,301	$1,828,960
Okeechobee Basin	$391,105	$844,503	$1,979,445
Everglades District	$124,650	$269,154	$630,876
FIND	$121,982	$263,393	$617,371
Miami-Dade County	$27,819,159	$60,069,189	$140,797,155
Childrens' Trust	$1,905,970	$4,115,512	$9,646,416
Total Ad Valorem Revenue	$76,970,317	$166,200,009	$389,558,924
Incremental Ad Val. Revenue			
City of North Bay Village	$20,699,209	$44,695,269	$104,761,992
II. Net Operating Fiscal Surplus to the City of North Bay Village	$20,733,681	$44,769,700	$104,936,432
ECONOMIC IMPACTS (BUILDOUT)	OUTPUT	EARNINGS	EMPLOYMENT
III. Construction Economic Impacts			
Direct	$543,494,207	$135,002,574	2,104
Indirect & Induced	$454,035,061	$173,702,135	4,023
Total	$997,529,268	$308,704,710	6,127
IV Recurring Annual Economic Impacts			
Direct	$82,892,666	$1,530,521	33
Indirect & Induced	$60,644,275	$22,408,881	580
Total	$143,536,941	$23,939,402	613
IMPACT FEE GENERATION			
Police		$156,156	
Parks & Recreation		$688,688	
Water		$147,420	
Wastewater		$552,199	
Total Impact Fees		$1,544,463	

B: Economic/Fiscal Impacts, and Explanation of Analysis and Methodologies for the Study

The vertical development program for income-generating uses, presented in Table A.1, includes the following:

- Residential: 364 units
- Private Parking: 731 spaces

Table B.1, presented below, estimates the market value of this development at $797.8 million. Assuming the market value of this phase would be reflective of an assessed value, taxable values are calculated at 90% of assessed value. This would reflect a taxable value for development of $718 million. This valuation drives the ad valorem revenue estimates presented in later report tables.

Table B.1:
Treasure Island/North Bay Village
Project Valuation Assumptions
(Buildout, 2024 Dollars)

	Phase 1
MARKET/JUST VALUATION	$797,773,750
TAXABLE VALUATION @ 90%	$717,996,375

The subject property is located in Millage District 2300 (City of North Bay Village), with a total ad valorem assessment of 20.1919 mills (net of voter approved debt levies). The various taxing authorities and their corresponding millages are listed below in Table B.2. Project taxable value is multiplied by the millage rates ($1 per $1,000 of value) for each of the corresponding local and regional taxing authorities to arrive at estimates of ad valorem revenue generation for each of the local and regional authorities. These authorities include:

- The City of North Bay Village
- Miami-Dade County
- Miami-Dade School Board
- Children's Services Council
- South Florida Water Management District
- Florida Inland Navigation District (FIND)
- Everglades Construction Project
- Okeechobee Basin

Table B.2:
Treasure Island/North Bay Village
FY 2024 Applicable Ad Valorem Millages

Millage Code - 2300

City of North Bay Village	
North Bay Village Operating	5.7159
TOTAL CITY OF N. BAY VILLAGE	5.7159
Miami-Dade County Schools	
State Law & Local Board	5.6660
Voted School Operating	0.7500
TOTAL MIAMI-DADE CO. SCHOOLS	6.4160
Regional Millages	
South Florida WMD	0.0948
SFWMD-Okeechobee Basin	0.1026
SFWMD-Everglades District CP	0.0327
FIND*	0.0320
County Millages	
County Operating	4.6202
Fire Rescue	2.3965
Library	0.2812
TOTAL MIAMI-DADE COUNTY	7.2979
Chidren's Trust	0.5000

**FIND = Florida Inland Navigation District*

Table B.3 presents annual estimates of ad valorem revenue generation for each of the taxing authorities previously noted from development. These estimates are calculated over a 20-year time period, as well as 3 percent annual escalation in property values.

Table B.3:
Treasure Island/North Bay Village
Ad Valorem Revenue Estimates from Project - FY 2024 Aggregate Millage Rates

		AD VALOREM REVENUE ESTIMATES								
Year	Assessed/Txbl. Valuation	City of N. Bay Village	Miami-Dade Pub. Schools	S. Florida WMD	Okeechobee Basin	Everglades Dist. CP	FIND	Miami-Dade County	Childrens' Services	TOTAL
1	$717,996,375	$4,103,995	$4,606,665	$68,066	$73,666	$23,478	$22,976	$5,239,866	$358,998	$14,497,711
2	$739,536,266	$4,227,115	$4,744,865	$70,108	$75,876	$24,183	$23,665	$5,397,062	$369,768	$14,932,642
3	$761,722,354	$4,353,929	$4,887,211	$72,211	$78,153	$24,908	$24,375	$5,558,974	$380,861	$15,380,622
4	$784,574,025	$4,484,547	$5,033,827	$74,378	$80,497	$25,656	$25,106	$5,725,743	$392,287	$15,842,040
5	$808,111,246	$4,619,083	$5,184,842	$76,609	$82,912	$26,425	$25,860	$5,897,515	$404,056	$16,317,301
6	$832,354,583	$4,757,656	$5,340,387	$78,907	$85,400	$27,218	$26,635	$6,074,441	$416,177	$16,806,821
7	$857,325,220	$4,900,385	$5,500,599	$81,274	$87,962	$28,035	$27,434	$6,256,674	$428,663	$17,311,025
8	$883,044,977	$5,047,397	$5,665,617	$83,713	$90,600	$28,876	$28,257	$6,444,374	$441,522	$17,830,356
9	$909,536,326	$5,198,819	$5,835,585	$86,224	$93,318	$29,742	$29,105	$6,637,705	$454,768	$18,365,267
10	$936,822,416	$5,354,783	$6,010,653	$88,811	$96,118	$30,634	$29,978	$6,836,836	$468,411	$18,916,225
11	$964,927,089	$5,515,427	$6,190,972	$91,475	$99,002	$31,553	$30,878	$7,041,941	$482,464	$19,483,711
12	$993,874,901	$5,680,890	$6,376,701	$94,219	$101,972	$32,500	$31,804	$7,253,200	$496,937	$20,068,223
13	$1,023,691,148	$5,851,316	$6,568,002	$97,046	$105,031	$33,475	$32,758	$7,470,796	$511,846	$20,670,269
14	$1,054,401,883	$6,026,856	$6,765,042	$99,957	$108,182	$34,479	$33,741	$7,694,920	$527,201	$21,290,377
15	$1,086,033,939	$6,207,661	$6,967,994	$102,956	$111,427	$35,513	$34,753	$7,925,767	$543,017	$21,929,089
16	$1,118,614,957	$6,393,891	$7,177,034	$106,045	$114,770	$36,579	$35,796	$8,163,540	$559,307	$22,586,961
17	$1,152,173,406	$6,585,708	$7,392,345	$109,226	$118,213	$37,676	$36,870	$8,408,446	$576,087	$23,264,570
18	$1,186,738,608	$6,783,279	$7,614,115	$112,503	$121,759	$38,806	$37,976	$8,660,700	$593,369	$23,962,507
19	$1,222,340,767	$6,986,778	$7,842,538	$115,878	$125,412	$39,971	$39,115	$8,920,521	$611,170	$24,681,383
20	$1,259,010,990	$7,196,381	$8,077,815	$119,354	$129,175	$41,170	$40,288	$9,188,136	$629,505	$25,421,824
20-Year Totals		**$110,275,895**	**$123,782,807**	**$1,828,960**	**$1,979,445**	**$630,876**	**$617,371**	**$140,797,155**	**$9,646,416**	**$389,558,924**

Table B.4 estimates 20-year tax increment revenues to the City.

Table B.4
Treasure Island/North Bay Village
Tax Increment Revenue Streams

Year	Redevelopment Taxable Valuation	Base Taxable Valuation	Incremental Valuation	Incremental Valuation @ 95%	N. Bay Village Operating
1	$717,996,375	$1,000	$717,995,375	$682,095,606	$3,898,790
2	$739,536,266	$1,000	$739,535,266	$702,558,503	$4,015,754
3	$761,722,354	$1,000	$761,721,354	$723,635,287	$4,136,227
4	$784,574,025	$1,000	$784,573,025	$745,344,374	$4,260,314
5	$808,111,246	$1,000	$808,110,246	$767,704,733	$4,388,123
6	$832,354,583	$1,000	$832,353,583	$790,735,904	$4,519,767
7	$857,325,220	$1,000	$857,324,220	$814,458,009	$4,655,361
8	$883,044,977	$1,000	$883,043,977	$838,891,778	$4,795,022
9	$909,536,326	$1,000	$909,535,326	$864,058,560	$4,938,872
10	$936,822,416	$1,000	$936,821,416	$889,980,345	$5,087,039
11	$964,927,089	$1,000	$964,926,089	$916,679,784	$5,239,650
12	$993,874,901	$1,000	$993,873,901	$944,180,206	$5,396,840
13	$1,023,691,148	$1,000	$1,023,690,148	$972,505,641	$5,558,745
14	$1,054,401,883	$1,000	$1,054,400,883	$1,001,680,839	$5,725,508
15	$1,086,033,939	$1,000	$1,086,032,939	$1,031,731,292	$5,897,273
16	$1,118,614,957	$1,000	$1,118,613,957	$1,062,683,260	$6,074,191
17	$1,152,173,406	$1,000	$1,152,172,406	$1,094,563,786	$6,256,417
18	$1,186,738,608	$1,000	$1,186,737,608	$1,127,400,728	$6,444,110
19	$1,222,340,767	$1,000	$1,222,339,767	$1,161,222,778	$6,637,433
20	$1,259,010,990	$1,000	$1,259,009,990	$1,196,059,490	$6,836,556
			Total Tax Increment Years 1 -20:		**$104,761,992**

Table B.5 illustrates the City of North Bay Village impact fee schedule, which is applicable to the project proposal:

Table B.5:
Treasure Island/North Bay Village
Impact Fee Schedule - City of North Bay Village

	MF Resid. (Per DU)	Retail (Per 1,000 SF)
Police	$429.00	$696.00
Parks & Rec (Open Space + Improv.)	$1,892.00	n/a
Water (assumes 1" meter per du-1000 sf)	$405.00	$405.00
Wastewater (assumes per DU/1,000 SF)	$1,517.03	$1,517.03
Total	*$4,243.03*	*$2,618.03*

Source: City of North Bay Village, elaws.us

Based on the rates denoted in Table B.5, development of the Treasure Island program is estimated to generate $1.54 million in impact fees (2024 dollars) for the city.

Table B.6:
Treasure Island/North Bay Village
Estimated Impact Fee Generation - City of North Bay Village

Based on:
MF Inventory of: *364 DUs*
Retail Inventory of: *0 SF*

	MF (Per DU)	Retail (per 1,000 SF)	Total
Police	$156,156	$0	$156,156
Parks & Rec	$688,688	$0	$688,688
Water	$147,420	$0	$147,420
Wastewater	552,199	0	$552,199
TOTAL IMPACT FEES	**$1,544,463**	**$0**	**$1,544,463**

Fiscal impact analysis, as defined by Burchell, et. al. in *The New Practitioner's Guide to Fiscal Impact Analysis*, is "*a projection of the direct, current, public costs and revenues associated with residential or nonresidential growth to the local jurisdiction in which this growth takes place*." The fiscal analysis is the product of a customized input-output model based on the proposed (FY 2024) general fund/EMS fund budget structure of the City of North Bay Village. The model uses a modified-per capita, average cost approach to determining net fiscal impacts. The "modified" per capita reference to the fiscal methodology indicates that operating revenue and cost projections are not *solely* based on new population growth.

Table B.7:
Treasure Island/North Bay Village
Fiscal Impact Analysis - City of North Bay Village FY 2024

Revenue Sources	General Fund
Ad Valorem Taxes	7,964,867
Franchise Fees	509,575
Utility Tax Revenue	851,811
Licenses & Permits	481,808
Intergovernmental Revenues	1,115,445
Charges for Services	130,680
Fines & Forfeitures	171,500
Miscellaneous Revenues	84,318
Transfers In	0
Fund Balance	7,377,290
TOTALS	18,687,294
Less Ad Val, Transfers, Fund Balance	3,345,137
Expenditures	
Village Commission Department	200,308
Village Manager Department	491,018
Village Clerk Department	226,325
Finance Separtment	455,733
Legal Srvices Department	455,899
Information Technology Svcs. Dept.	417,641
General Government	1,114,351
Police	7,238,955
Recreation/Human Services	437,483
Transfers Out	3,151,041
Fund Balances	4,498,540
TOTALS	18,687,294
Less Transfers Out & Fund Balances	11,037,713
Totals (net)	11,037,713

In order to enhance the forecast accuracy of the fiscal model, several adjustments have been made:

- Ad valorem revenue projections are based on estimates of the future value of new residential and nonresidential development, applying local millages to the projected annual values.
- Major revenue and expense items were allocated across the local population and employment base, as opposed to just the population. This helps to account for the fact that the city budget serves residents *and* employees, as well as residential *and* nonresidential development. To illustrate, we look at the modified per capita allocation for General Government in the City of North Bay Village. Budget estimates indicate a FY 2024 general fund expenditure of $1.14 million. This cost allocation is divided by a city population of 8,177[2] and employment base of 21,428[3]:

$$\frac{\$1,114,351}{8,177 + 21,428} = \$37.64 \text{ per capita/employee}$$

The "employee" factor in the formula denominator is used as a proxy for local businesses served by City government functions, and should not be mis-interpreted as an FTE employment estimate. The per capita/employee estimates are applied to the forecasts of population and employment growth, in order to generate projections of annual non-ad valorem operating revenue and costs attributable to the City of North Bay Village from new population and employment within the development. The non-ad valorem aggregate revenue and cost metrics used for this project are as follows:

- Total non-ad valorem operating revenue: $112.99 per capita/employee
  (this estimate also nets out transfers and fund balances as revenue sources)
- Total operating expenditures: $372.83 per capita/employee

The "netting out" of the aforementioned budget items is necessary to isolate revenue and expenditure categories that are only attributable to new growth and development, as is the case with this project.

The buildout resident population is estimated at 728 persons (@ 2.0 persons per household), and the attendant employment base is projected to be 37 FTE workers, considering the support uses.

Given the aforementioned methodology and assumptions, Table B.8 illustrates the annual net fiscal impacts to the City of North Bay Village from the proposal over a 20-year horizon. In total, the project is projected to generate a $104.9 million operating fiscal surplus to the City of North Bay Village for the 20-year period.

[2] Source: University of Florida Bureau of Economic & Business Research, *Florida Estimates of Population*
[3] Source: U.S. Bureau of the Census American Community Survey, Zip Code 33141

Table B.8:
Treasure Island/North Bay Village
Annual Operating Fiscal Impacts to
the City of North Bay Village - 20 Year Horizon (General Fund)

Year	Ad Valorem Revenues(1)	Non Ad-Valorem Revenues	Operating Expenditures	Net Fiscal Impact
1	$4,103,995	$86,410	$285,122	$3,905,284
2	$4,227,115	$89,003	$293,676	$4,022,442
3	$4,353,929	$91,673	$302,486	$4,143,115
4	$4,484,547	$94,423	$311,561	$4,267,409
5	$4,619,083	$97,256	$320,908	$4,395,431
6	$4,757,656	$100,173	$330,535	$4,527,294
7	$4,900,385	$103,179	$340,451	$4,663,113
8	$5,047,397	$106,274	$350,664	$4,803,006
9	$5,198,819	$109,462	$361,184	$4,947,096
10	$5,354,783	$112,746	$372,020	$5,095,509
11	$5,515,427	$116,128	$383,181	$5,248,375
12	$5,680,890	$119,612	$394,676	$5,405,826
13	$5,851,316	$123,201	$406,516	$5,568,001
14	$6,026,856	$126,897	$418,712	$5,735,041
15	$6,207,661	$130,703	$431,273	$5,907,092
16	$6,393,891	$134,625	$444,211	$6,084,305
17	$6,585,708	$138,663	$457,538	$6,266,834
18	$6,783,279	$142,823	$471,264	$6,454,839
19	$6,986,778	$147,108	$485,402	$6,648,484
20	$7,196,381	$151,521	$499,964	$6,847,938
TOTALS:	**$110,275,895**	**$2,321,880**	**$7,661,343**	**$104,936,432**

(1) Operating millage only, City

We now turn to the discussion of estimated economic impacts to the Miami-Dade County economy from the construction and occupancy of the development. While fiscal impact analysis focuses on revenues and costs attributable to local government from the development and operation of a project, economic impact analysis addresses matters related to the creation and sustainability of business activities. These activities are frequently measured in terms of business output (sales), job creation, and employee earnings. Another distinguishing feature of economic impact analysis is its ability to measure the dynamic nature of economic relationships, where the operation of a single enterprise spins off additional business activity in other supporting industry sectors. Economists use a technique called *multiplier analysis* to estimate what the overall impacts to an area may be, from a single economic activity or event. For purposes of this work program, FEA employed

the RIMS-II Regional Input-Output Modeling System to estimate the expected economic impacts to Miami-Dade County from the proposal. Further technical descriptions of the RIMS-II system are provided at the end of this report section.

In order to have a basic understanding of the direct economic activity that will be created by the construction of this development, we first need to determine the number of construction personnel that will be working onsite, and what level of output and earnings they will generate. This methodology is summarized in Table B.10.

Table B.9:
Treasure Island/North Bay Village
North Bay Village (Miami-Dade County), Florida
Estimates of Total Economic Activity from Construction

1	Total Value of Construction, United States	$2,102,400,000,000
2	Total Construction Employment, United States	8,139,000
3	Constuction Value Output Per Employee (1 / 2)	$258,312
4	Construction Value of Project	$543,494,207
5	Estimated # of Construction Employees, Project (4 / 3)	2,104
6	Avg. Construction Wage, Miami-Dade County	$64,164
7	Aggregate Construction Employee Earnings, Project (5 x 6)	$135,002,574

Footnotes:
(1) Source: U.S. Bureau of the Census
(2) Source: U.S. Department of Labor
(4) Source: Developer
(6) Source: Florida Commerce

Aggregate labor estimates indicate that the 8.14 million construction employees in the United States were responsible for creating $2.1 trillion worth of annual construction value, for a value per employee of $258,312. Applying that value per employee to the $543.5 billion development program would suggest the project will directly 2,104 full-time equivalent (FTE) construction workers. At an average annual wage of $64,164, these workers would realize $135.0 million in aggregate annual earnings for the project's construction life. This means that direct construction economic impacts for the development are as follows:

- Output: $543,494,207
- Earnings: $135,002,574
- Employment: 2,104 FTE Jobs

Now with an understanding of the direct economic impacts, we transition to the RIMS-II multiplier model to see how much additional economic activity would be generated or supported in Miami-Dade County as a result of project construction.

Two additional waves of economic activity will be generated from the onsite construction activity. These are called *indirect* and *induced* impacts. Indirect impacts result from the activity of area businesses who would be direct suppliers to the construction companies building the project. Examples could include building materials suppliers, accountants, or other businesses supporting the construction firms building the project. Induced impacts are those impacts created from the spending of the construction employees at local area businesses for personal goods and services. In this case, think grocers, dry cleaners, restaurants, etc.

Table B.10:
Treasure Island/North Bay Village
North Bay Village (Miami-Dade County), Florida
Estimates of Total Economic Activity from Construction

Economic Variable	RIMS-II Multipliers	Direct Impacts	Indirect/Induced Impacts	Total Impacts
Output	1.8354	$543,494,207	$454,035,061	$997,529,268
Earnings	0.5680	$135,002,574	$173,702,135	$308,704,710
Employment	11.2735	2,104	4,023	6,127

The RIMS-II final demand multipliers, developed by the U.S. Department of Commerce, are a result of systematic analysis conducted by regional economists that evaluate changes in the economic output of all area industries resulting from changes in a single industry. All multipliers are driven from direct output, and result in total impact projections for output, employment, and earnings. From these direct and total impact estimates, analysts can "back into" calculations for indirect and induced output, earnings, and employment for the market.

Thus, while onsite construction will generate $543.5 million in direct business output, $135.0 million in direct employee earnings, and 2,104 FTE jobs, economic spinoff effects will create or support an additional $454.0 million in output, $173.7 million in earnings, and 4,023 jobs. This creates total economic activity in Miami-Dade County of $1 billion in business output, $308.7 million in earnings, and 6,127 FTE jobs.

An important note: These impacts are evaluated as "one-time" impacts for the construction life of the project and should not be interpreted as recurring impacts once the project is completed. All values are shown in current year dollars.

Permanent (recurring) economic impacts for the proposed development will come from the direct spending of households living in the project, as well as the office, retail, and hotel operations. This project is positioned to capture households with average household incomes of $227,727, which translates into $82.9 million in annual spending potential for retail items and non-retail services, solely from these residences.

In order to account for support and maintenance staff in the residential components of the development, FEA uses a midpoint ratio of 1 FTE onsite employee per 11 dwelling units.

Once the project is fully built-out and sold-out/leased, the project will annually generate 82.9 million in direct business output, $1.5 million in direct employee earnings, and 33 FTE jobs. The economic spinoff effects will create or support an additional $60.6 million in output, $22.4 million in earnings, and 580 jobs. This creates total economic activity in Miami-Dade County of $143.5 million in direct business output, $23.9 million in direct employee earnings, and 613 FTE jobs.

An important note: Operating economic impacts are evaluated as recurring, annual impacts for the duration of the project's life, once it is completed. All values are shown in current year dollars.

Table B.11:
Treasure Island/North Bay Village
North Bay Village (Miami-Dade County), Florida
Estimates of Total Economic Activity from Project Operation

Residential (MXD)

Economic Variable	RIMS-II Multipliers	Direct Impacts	Indirect/Induced Impacts	Total Impacts
Output**	1.7316	$82,892,666	$60,644,275	$143,536,941
Earnings	0.2888	$1,530,521	$22,408,881	$23,939,402
Employment	7.3972	33	580	613

***Note: Value Added multiplier of 0.654 was added to the output multiplier of 1.0776 in order to account for output driven by household spending*

The economic impacts to Miami-Dade County from the proposed development program was estimated using the RIMS-II economic impact model methodology. RIMS II multipliers can be estimated for any region composed of one or more counties and for any industry, or group of industries, in the national I-O table. These multipliers are best suited for estimating the impacts of small changes on a regional economy. To effectively use the multipliers for impact analysis, users must provide geographically and industrially detailed information on the initial changes in output, earnings, or employment that are associated with the project or program under study. The multipliers can then be used to estimate the total impact of the project or program on regional output, earnings, and employment.

Systematic analysis of economic impacts must account for the inter-industry relationships within regions because these relationships largely determine how regional economies are likely to respond to project and program changes. Thus, regional input-output (I-O) multipliers, which account for inter-industry relationships within regions, are useful tools for conducting economic impact analysis.

RIMS II is based on an accounting framework called an I-O table. For each industry, an I-O table shows the industrial distribution of inputs purchased and outputs sold. A typical I-O table in RIMS II is derived mainly from two data sources: The U.S. Bureau of Economic Analysis (BEA) national I-O table, which shows the input and output structure of nearly 500 U.S. industries, and BEA's regional economic accounts, which are used to adjust the national I-O table to show a region's industrial structure and trading patterns.

The national I-O table, which shows the input and output structure for approximately 500 industries. Since a particular region may not contain all the industries found at the national level, some direct input requirements cannot be supplied by that region's industries. Input requirements that are not produced in a study region are identified using BEA's regional economic accounts.

The RIMS II method for estimating regional I-O multipliers can be viewed as a three-step process. In the first step, the producer portion of the national I-O table is made region-specific by using four-digit SIC location quotients. In the second step, the household column from the national I-O table is made region-specific. In the last step, the Leontief inversion approach is used to estimate multipliers. This inversion approach produces output, earnings, and employment multipliers, which can be used to trace the impacts of changes in final demand on the directly and indirectly affected industries.

Empirical tests indicate that RIMS II yields multipliers that are not substantially different in magnitude from those generated by regional I-O models based on highly specified and expensive surveys. For example, a comparison of 224 industry-specific multipliers from survey-based tables for Texas, Washington, and West Virginia indicates that RIMS II average multipliers overstate the average multipliers from the survey-based tables by approximately 5 percent. For the majority of individual industry-specific multipliers, the

difference between RIMS II and survey-based multipliers is less than 10 percent. In addition, RIMS II and survey multipliers show statistically similar distributions of affected industries.

Industry Category	Spending has to be classified by spending category consistent with the industry classification used by RIMS (see section below on spending categories).
Year of Expenditure	The time of expenditure needs to be specified in order to determine the time period of the economic consequences and in order to adjust the spending to current dollars for use in the estimation of jobs. The RIMS models were calibrated on current dollars and the estimate of jobs requires spending inputs in terms of current dollars.
Location	The spending location also needs to be specified so that the multipliers for the appropriate region can be applied.

In order to apply RIMS II multipliers, direct economic data for the project in question is required. The results of a RIMS II analysis are expressed in terms of three measures of economic activity: Earnings (sometimes expressed as wages and salaries), Output (sometimes referred to as economic activity, or sales), and Jobs.

Earnings	Earnings refers to a measure, expressed in millions of dollars, of the change in the value earnings that are received by households from the production of regional goods and services for the time period covered by the cost estimate.
Output	This is a measure of the economic activity created by the spending. It refers to the change in the dollar value of production in all sectors of the economy to satisfy the new demands resulting from spending. Each time a dollar changes hands for products or services it increases the measure of output. By including products as well as labor, the output measure is inclusive of and typically significantly larger than the measure of earnings. Economic output is typically referred to as the Gross Domestic Product (GDP) at the national level. The measure of output is in the same year dollars as the measure of spending used in the calculation.
Jobs	This measure refers to the employment or jobs expressed as full-time person years of employment. The measure refers to person years of employment, regardless of the term over which spending is aggregated in the input. Jobs are estimated by adjusting the year of spending to calibration year dollars. The jobs multipliers are expressed in terms of jobs per million dollars of spending.

TAB 4

TIMING OF PROJECT

TAB 4 – TIMING OF THE PROJECT

The Proposer includes herein a simple Gantt chart depicting the development process up until construction start with four main areas: land acquisition, entitlements, design, and construction start.

4.1 LAND ACQUISITION

Related has acquired the land for this development, totaling over 4.1 acres. The only remaining acquisition is the TDR's. That will finalize this phase.

4.2 ENTITLEMENTS

The entitlement process has already been initiated and a complete site plan approval package is expected to be deliver to the city in July 2024. The Proposer expects a 5-6 month approval process as is a typical timeframe for a development of this nature. Please note that the Project complies with the applicable zoning regulations and that no change in zoning, variances, or other special approvals are required or being requested of the Village.

4.3 DESIGN

The concept design has been formulated as part of the entitlement set. The Proposer added 3 months from August 2024 to October 2024 to incorporate any potential comments and clarifications required during entitlement. Once the architectural elements are defined by November 2024, the full design timeline going from schematic drawings (SD's) to full construction documents (CD's) will begin. Given the size of the development, it is expected that design will take approximately 12-13 months.

4.4 CONSTRUCTION START

The Proposer will seek to begin the demolition permitting process for the existing structures in July 2024. A permit could take approximately 4 months, and then 2 months to demolish the structures. As such, demolition can be expected to be completed this year assuming the permit timelines.

Construction for the development is driven by the 80% construction documents set, expected for Sept 2025, which will allow the Proposer to both submit for permit and begin the buy-out process. As feedback from the Village/county and the contractor are being offered, this information is then being relayed to the design team in order to incorporate it into the final 100% construction document set. The process is typically 6 months although can range



Figure: View of the construction site of Armani/Casa in Sunny Isles as the project was going vertical. The site was organized and operations were limited to within the site.

depending on permit comments.

The following page offers a summary Gantt chart of the information referenced above, and establishes a target construction start date of April 2026.

4.5 CERTIFICATIONS

As this is a condominium building, the Applicant is looking to hire a general contractor that is qualified to perform a project of such scale and quality. This is the best-practice followed on all other condominium developments that Applicant has performed in recent years. As such, a having general contractor license is not required.

As for engineering and architectural licenses, the Applicant intends to hire certified firms to design and engineer the development. Related has continuous, repeat, and successful experience with many of the firms that it is hiring for the 8000 East Drive development.

8000 EAST DRIVE - EXPECTED DEVELOPMENT TIMELINE

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26
A. Land Acquisition																						
Biscayne Sea Club	*Complete*																					
Majestic	*Complete*																					
TDR's																						
B. Entitlements																						
Submit Site Plan																						
Entitlements Review & Approval																						
C. Design																						
Concept (All Parcels)																						
Schematic Documents																						
Design Development																						
Construction Documents															*80% Bid Set*							
D. Construction																						
Demolition Permit																						
Demolition																						
Permit Application																						
GMP Negotiation & Buyout																						
Construction Start Milestone																						

TAB 5

PROPOSED FINANCIAL OFFER

TAB 5 – PROPOSED FINANCIAL OFFER

The Applicant is proposing the following financial offer which is intended to:

1. Benefit the Village given its sum and allow for the village's capital expenditure plans to move forward efficiently
2. Prove to be a low-risk offer given
    a. Availability of the funds in a bank account as proven in "Tab 2 – Evidence of Financial Capability"
    b. The Applicant's long history developing buildings and projects in South Florida
    c. The Applicant's simple-fee ownership of the land on which the project is located
3. Redevelopment of the tip of East Drive which will bring a multitude of socio-economic benefits to the Village

As such, our financial offer is detailed below and further reiterated in "Tab 7 – Submittal Information & Attachments" under the "Bid Form"

1. **Purchase of 76 Transferable Density Rights (TDR's) for $100,000/TDR, totaling $7,600,000**
    a. 50% deposit within 7 business days of award allowing for the administrative processing of the wire. The deposit may be paid in escrow to the Village's attorney or the Village pursuant to an escrow agreement, as necessary.
    b. 50% balance within 7 business days from the execution of the agreement establishing closing terms
2. **Additional Payment (at Village's Discretion and Approval): $2,400,000** as an advance of a Bonus Height Payment
    a. Applicant's proposed project will require a bonus height payment of over $4 Million to the City of North Bay Village per the current design (the "Bonus Height Payment")
    b. As part of this bid, Bidder is willing to pay $2,400,000 of the Bonus Height Payment to the City in advance of the project's site plan approval in the same deposit structures and timeframes as the payments proposed for the purchase of the TDR's (the "Partial Advance Bonus Height Payment").
3. Summary Total Assuming the Additional Payment is exercised
    a. $5,000,000 deposit within 7 business days of award allowing for the administrative processing of the wire
    b. $5,000,000 within 7 business days from the execution of the agreement establishing closing terms
    c. TOTAL PAYMENT: $10,000,000

We believe that this financial offer is be highly beneficial to the Village ad will enable it to realize certain initiatives in a very short time frame.

TAB 6

REPRESENTATIVE PROJECTS

BRICKELL HEIGHTS
Miami, Florida







PROPERTY TYPE
HIGHRISE

NUMBER OF UNITS
690

AVG RESIDENTIAL SF
1032

YEAR COMPLETED
2016

AUBERGE
Ft. Lauderdale, Florida



PROPERTY TYPE
HIGHRISE

NUMBER OF UNITS
171

AVG RESIDENTIAL SF
2,750

YEAR COMPLETED
2018

ICON BAY
Miami, Florida







PROPERTY TYPE
HIGHRISE

NUMBER OF UNITS
303

AVG RESIDENTIAL SF
1293

YEAR COMPLETED
2015

PARAISO
DISTRICT
Miami, Florida



PROPERTY TYPE
HIGHRISE

NUMBER OF UNITS
1,363

AVG RESIDENTIAL SF
1,400

YEAR COMPLETED
2019

ICON BRICKELL
Miami, Florida







PROPERTY TYPE
HIGHRISE

NUMBER OF UNITS
1,794

AVG RESIDENTIAL SF
1,133

YEAR COMPLETED
2008

RESIDENCES
ARMANI CASA
Miami, Florida







PROPERTY TYPE
HIGHRISE

NUMBER OF UNITS
324

AVG RESIDENTIAL SF
2,587

YEAR COMPLETED
2020

TAB 7

SUBMITTAL INFORMATION & ATTACHMENTS

BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: Treasure Island Development Company, LLC | 2850 Tigertail Ave, Miami, FL 33133

Contact Person's Name and Title: Amro Zakarni

BIDDER'S Telephone, 305-533-0078 Fax Number: NA

BIDDER'S Email address: azakarni@relatedgroup.com

BIDDER'S License Number: M22000008193 (Certificate included in RFP)
(Please attach certificate of status, competency, and/or state registration.)

BIDDER'S Federal Identification Number: 88-2351439

2. Number of years as a Developer in this type of work: 45 years

Number of years under your present business name?
Three (3) years doing business under Treasure Island Development Company, LLC

3. How many years under a previous business name? List name(s) below.
Treasure Island Development Company, LLC is an affiliate of PRH Investments, LLC d/b/a The Related Group ("Related"). Related was founded in 1979 focused on developing residential projects in South Florida.

4. Type of Business:

☐ Sole Proprietorship ☑ Partnership ☐ Corporation ☐ Joint Venture

If a Corporation, answer this:

Date of incorporation:

In what State:

If a Partnership or Individual Proprietorship, answer this:

Date of organization: December 16, 2021

If a partnership, state whether partnership is general, limited association: Limited

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President: Jon Paul Perez	2850 Tigertail Ave, Suite 800, Miami, FL 33133
Vice President: Nicholas Perez	2850 Tigertail Ave, Suite 800, Miami, FL 33133
Vice President: Ben Gerber	2850 Tigertail Ave, Suite 800, Miami, FL 33133
Secretary: Matt Allen	2850 Tigertail Ave, Suite 800, Miami, FL 33133
Treasurer: Matt Allen	2850 Tigertail Ave, Suite 800, Miami, FL 33133
Authorized Representative: Amro Zakarni	2850 Tigertail Ave, Suite 800, Miami, FL 33133
Beneficial Owner: Jorge M. Perez	2850 Tigertail Ave, Suite 800, Miami, FL 33133
Beneficial Owner: Laura Tauber	2850 Tigertail Ave, Suite 800, Miami, FL 33133
Beneficial Owner: Harry Macklowe	2850 Tigertail Ave, Suite 800, Miami, FL 33133

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation			
Joint Venture			
Partnership	X	N/A	The Related Group is the manager of the venture holding majority ownership and is responsible for the day-to-day operations and financials of the entity.

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business
NA - Partnership	NA - Partnership

7. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state the name of organization and reason thereof.
   No

8. Within the previous 5 years has your organization been involved in litigation? _____. If so, please list and explain nature and current status or resolution
   No

9. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.
   No

10. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.
    None

11. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.
    None

12. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.
    None

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Ben Gerber ; Vice President
Print Name/Title

06/27/2024
Date:

Ben Gerber
Signature

BGerber@relatedgroup.com
Email:

BID FORM

BID NAME: PURCHASE OF TRANSFERABLE DENSITY RIGHTS NORTH BAY VILLAGE

BID NO: RFP#2024-003

Submitted By: Treasure Island Development Company, LLC (BIDDER)

Date: July 8, 2024

Property within Village owned by Bidder:

Address: 8000 East Drive, North Bay Village, FL 33141

Folio No. 23-3209-001-0021 | 23-3209-021-0001 | 23-3209-001-0023

A. SCOPE OF WORK

Purchase of Transfer of Density Rights.

B. BIDDER ACKNOWLEDGES

1. Communications concerning this Bid shall be as follows:

Contact Person	Amro Zakarni
Business Address	2850 Tigertail Ave, Suite 800
City, State, Zip Code	Miami, FL 33133
Business Phone Number	305-533-0078
Fax Number	N/A
Email Address	azakarni@relatedgroup.com

2. Other pertinent information is as follows:

Federal Tax ID#	88-2351439
Federal Employment ID #	

3. Number of TDRS to be purchased: 76

Price: $100,000/TDR

Total Payment: $7,600,000

Timing of Payment:
Deposit Date: 7 business days from Award Date
Deposit Amount: 50% of the Total Payment amount ($3,800,000)
Balance Payment Date: 7 business days from the execution of the agreement establishing closing terms
Balance Payment Amount: 50% of Total Payment amount ($3,800,000)

Additional Payment at Village's Discretion & Approval:

Bidder's proposed project will require a bonus height payment of over $4 Million to the City of North Bay Village per the current design (the "Bonus Height Payment"). As part of this bid, Bidder is willing to pay $2.4 Million of the Bonus Height Payment to the City in advance of the project's site plan aproval in the same deposit structures and timeframes as the payments proposed for the purchase of the TDR's (the "Partial Advance Bonus Height Payment").

Submitted on this 27th day of June, 2024.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER Ben Gerber

By Ben Gerber

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

- By signing this Bid, the bidder acknowledges and agrees to comply with all State, Local, and Federal Laws.

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Miami-Dade

Ben Gerber being first duly sworn, deposes and says that:

BIDDER is the Owner
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By Ben Gerber

Subscribed and sworn to before me this 27th day of June, 2024 by Ben Gerber who ☒ is personally known to me or who ☐ has presented the following type of identification: _____.

SEAL

Notary Public State of Florida
Maylenis Escudero
My Commission HH 353520
Expires 1/24/2027

Notary Public (Signature), State of Florida

My Commission Expires: 1/24/27

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of North Bay Village. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	Village Title or Position of Bidder's Employee	Village Department of Bidder's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village, Florida.

☐ I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, Florida, have been identified above.

Signature

Treasure Island Development Company, LLC
Company Name

Vice President
Name, Title of Official

2850 Tigertail Ave, Suite 800, Miami, FL 33133
Business Address, City, State, Zip Code

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie RFPs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under RFP a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Ben Gerber

Signature

Ben Gerber

(Print or Type Name)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ben Gerber
(Signature)

STATE OF FLORIDA
COUNTY OF Miami Dade

Sworn to and subscribed before me on this 27th day of June, 2024 by Ben Gerber who ☒ is personally known to me or who ☐ has presented the following type of identification:_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

Notary Public State of Florida
Maylenis Escudero
My Commission HH 353520
Expires 1/24/2027

WARRANTIES

In consideration of, and to induce the Award of TDRs described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to purchase the TDRs and to make payments on the dates specified in the Proposal; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors; and

4. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

5. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 17 day of June, 2024.

(SEAL)

CONTRACTOR:

By _____

ATTEST:

_____
Secretary

Notary Public State of Florida
Mayfenis Escudero
My Commission HH 353520
Expires 1/24/2027

State of Florida
Department of State

I certify from the records of this office that TREASURE ISLAND DEVELOPMENT COMPANY LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on May 24, 2022.

The document number of this limited liability company is M22000008193.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 26, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of June, 2024



Secretary of State

Tracking Number: 2618236937CU

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SA Genatt 3333 New Hyde Park Road Suite 409 New Hyde Park NY 11042	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 516-628-5770 **FAX (A/C, No):** 516-562-9214 **E-MAIL ADDRESS:**
INSURED TREAISL-05 Treasure Island Development Company LLC 8000 East Drive North Bay Village FL 33141	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Nautilus Insurance Company 17370 **INSURER B :** Evanston Insurance Company 35378 **INSURER C :** Kinsale Insurance Company 38920 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 178952739 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X DED. $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		BN966476	1/30/2024	1/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ EXCLUDED $ EXCLUDED $ 2,000,000 $ EXCLUDED
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B C	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $	Y		MKLV1EUL104408 0100266789-1	1/30/2024 1/30/2024	1/30/2025 1/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Site Address: 8000 East Drive, North Bay Village, FL 33141

The Village, and their officers, directors, agents, and employees are included as additional insured as required by written contract. 30 day notice of cancellation applies.

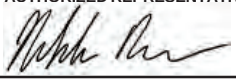
CERTIFICATE HOLDER

North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village FL 33141

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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TAB 8

CONFIRMATION OF ADDENDA

ADDENDUM #1

RFP# 2024-003

PROJECT: PURCHASE OF TRANSFERABLE DENSITY RIGHTS

DATE: 07/01/2024

The purpose of this Addendum is to extend the Village Response to Written Questions Due Date to the following:

NEW VILLAGE RESPONSE FOR WRITTEN QUESTIONS DATE IS:

TUESDAY, JULY 2, 2024, AT 5:00 PM EASTERN TIME

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents, and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on July 8, 2024**, and acknowledged Form 8.2, Designated in Section 8. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#1 to RFP#2024-003: PURCHASE OF TRANSFERABLE DENSITY RIGHTS.

Authorized Signature

Treasure Island Development Company, LLC
Firm

Vice President
Printed, Title

07/02/2024
Date

BGerber@relatedgroup.com
Email Address

ADDENDUM #2

RFP# 2024-003

PROJECT: PURCHASE OF TRANSFERABLE DENSITY RIGHTS

DATE: 7/02/2024

A. The purpose of this Addendum is to provide clarification to the Bid Documents. Below are the Village Responses to the inquiries regarding RFP# 2024-003.

Question 1: Can a Copy of the JV agreement (if any) be redacted, and only supply pertinent sections (e.g. ownership %, principals, control/management)?

Answer 1: **Yes.**

Question 2: "Section 5.2.B: Financial capability: Proposer must submit proof of current licenses and certifications for staff to perform work as specified in the State of Florida and include trained personnel with adequate experience and skills to perform the work." This section is titled Financial Capability but seems to be more geared to "performance of the work". Can you please confirm the requirement?

Answer 2: **Please see Section 5.2 A – The Proposer must demonstrate the capability of purchasing the TDRs and constructing a project. Provide any licenses, certifications, or equivalents that demonstrate experience or ability to develop property.**

Question 3: Please confirm that "Tab 5 – Proposed Financial Offer" is the same as the "Bid Form: on page 25 of the RFP?

Answer 3: **Your Proposed Financial Offer should be discussed in detail in Tab 5 of the Proposal while the Bid Form, along with all of the other forms in Section VIII of the Proposal should be included in Tab 7 of Proposal. Please see the Revised Tab 7 in Answer 4.**

Question 4: Please confirm with regards to "Tab 7 – Submittal information and Attachments" that:

1. "Attachment A, Proposer's Profile Statement" is the same as the "Bidder's Qualification Statement" on Page 27 of the RFP
2. There is no Attachment B. Please confirm that is the case
3. "Attachment G, Signature" is in fact the "Warranties" form found on page 37 of the RFP

Answer 4:

1. "Attachment A, Proposer's Profile Statement" is the same as the "Bidder's Qualification Statement" on Page 27 of the RFP –
Proposer's Profile Statement – Please complete Pages 27-31 of the Forms Section (VIII).
2. There is no Attachment B. Please confirm that is the case
Please see below for Revised Tab 7.

3."Attachment G, Signature" is in fact the "Warranties" form found on page 37 of the RFP1. Please see below for Revised Tab 7.

Tab 7 ~ Submittal Information & Attachments:

- Florida registration with the Division of Corporations
- Attachment A, Proposer's Profile Statement **(Bidder's Qualifications Statement)**
- **Attachment B, Bid Form**
- Attachment C, Non-Collusive Affidavit
- Attachment D, Conflict of Interest
- Attachment E, Drug Free Workplace Cert
- Attachment F, Public Entity Crimes
- Attachment G, ~~Signature Page~~ **Warranties**
- Sample Forms

Question 5: Please confirm that the "Bid Form: Bid Cover Page Checklist" on page 24 of the RFP is to be the cover of the entire package (given the statement at the top of the same page).?

Answer 5: **Please see Page 20, Section 6.3. The Transmittal Letter (Letter of Interest) should be at the beginning of the Proposal.**

Question 6: The RFP states that "Your proposal shall be the rejected as non-responsive if any of the following criteria exist (this is not all inclusive) ...14.3 Substitution of (SF) 330, 254 or 255 for Specific Related Experience of the Firm selection and Management Team Tabs shall result in your proposal being rejected as non-responsive." Can you clarify what those forms are, and if relevant to this RFP?

Answer 6: **Forms SF 330, 254 or 255 are related to Architectural and Engineering RFPs only.**

Question 7: **"Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected." Since many landowners are Delaware entities, and since the "work" is the purchase of TDR's, does that apply?

Answer 7: **Please refer to Answer 2.**

Question 8: With regards to the Bidder or Contractor (SPE Property Owner), please confirm that principals can be limited to key principals or owners w who either (i) control or (ii) own more than 20% of the Bidder/Contractor, either directly or indirectly.

Answer 8: **Please refer to Answer 9 concerning the "Bidder, Contractor, Proposer, or Respondent". The Proposal submitted must be signed by a duly authorized representative of the individual, firm, or corporation submitting the Proposal.**

Question 9: "BIDDER". We interpret BIDDER to be a legal entity, however some references to BIDDER in the document appear to potentially reference a person, while others an entity or company; Please conform that BIDDER refers to an entity (or company)

Answer 9: **"Bidder, Respondent, and Proposer" are used interchangeably. Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative.**

Question 10: 5.2 MINIMUM QUALIFICATIONS, FINANCIAL CAPABILITY, AND PROJECT (P 18)

1. 5.2A Qualifications: States that the proposer should submit a range of documents, that include "evidence f financial capability"
    1. Please confirm that acceptability of the following documents, which we intend to include with our submission:
        1. Commercial broker letter. A letter from Colliers International stating that we will have the funds to be processed for the TDRs by the payment deadline (either in cash, or our preference of a Letter of Credit based off our NBV land values, sine it is more tax effective)
        2. Asset holdings: A table outlining the company's South Florida holdings
            1. "Can this be a summary of holding, rather than a detailed breakdown of the individual holdings?
        3. Bank statements: A range of recent statements for a set period of time
2. 5.2.B Financial capability: It states "Proposer must submit proof of current licenses and certifications for staff to perform work as specified in the State of Florida and include trained personal with adequate experience and skills to perform the work"
    1. We will be submitting bios of the executive team of the real estate development company; however, we are still in the pre-development stage and haven't yet hired a General Contractor or subcontractors that will be performing construction work
    2. So please confirm that we are not required to submit licenses and/or certificates at this point; Or let us know the type of licenses and certificates you are looking for

Answer 10: **All of the items listed above in Section 5.2 A are acceptable documents. In reference to Section 5.2 B, please see Answer 2.**

Question 11: #2 Qualifications (p.5) It states "... each Bidder must be prepared to submit five (5) calendar days of Village's request written evidence acceptable to the Village documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Bidder's obligations set forth in the Bid documents."

1. Based on the financial capacity requirements in the previous item, we will be submitting the documents listed above with our bid
2. Please clarify what the 5 calendar daytime period in this item relates to

Answer 11: **Due to the timeframe, the written evidence will be due when you submit your Proposal, so please include it as a part of your response.**

Question 12: BID COVER PAGE CHECKLIST (p 24)

1. Bid Name: Are there specific details you require for the bid name? Or is something like "Harbor Island TDR bid" appropriate?
2. Bid no. What number is required here?

Answer 12: **The Bid Name is PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE. The Bid Number is RFP#2024-003.**

Question 13: BID FORM (p 25-26)

1. Manual signature/Authorized agent (p 26): Can you please clarify what the statement "BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL" means (near bottom of page)
    1. We are submitting our bid directly, without the use of an agent, so does this not apply to us?
    2. If it does apply, what does "manual signature" mean?

Answer 13: **Everyone submitting a Proposal must sign the Bid Form. If you are a corporation, it must be attested by the Company Secretary with the Seal affixed.**

Question 14: BIDDERS QUALIFICATION STATEMENT (p27)

1. Bidders license number: We're unclear what you're looking for here. And does this refer to the license of a person rather than an entity/company?
    1. The document mentions "attach certificate of status, competency, and/or state registration", but we're not clear on what these are –
2. Bidders federal identification number: Please advise of what number to enter here

Answer 14: **BIDDERS QUALIFICATION STATEMENT (p27)**

1. **Bidders license number: We're unclear what you're looking for here. And does this refer to the license of a person rather than an entity/company?**
    1. **The document mentions "attach certificate of status, competency, and/or state registration", but we're not clear on what these are.**

        Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.
2. **Bidders federal identification number: Please advise of what number to enter here.**

    This is your company or business tax ID number – it is a nine-digit number assigned by the IRS.

Question 15: CERTIFICATE (for Partnership) (p 30): Is this field "attested by the _____of the Partnership" meant to be the title of the signatory again (e.g. Managing Member)? (the same response in the second blank field earlier in the same sentence)

Answer 15: **Your name and position of authority will need to be in these blanks. This form will need to notarized.**

Question 16: NON-COLLUSIVE AFFIDAVIT (p 32)

1. For the second blank field "BIDDER is the _____", is it appropriate to enter "Owner of <Bidder entity name>"?
2. For the next blank field "By _____", is this the person's name representing the Bidder company?

Answer 16: **Please refer to Answer 9.**

Question 17: **WARRANTIES** (p 37): There is a definition of Contractor on page 3 (#7), but we are unclear whether "Contractor" on the WARRANTIES document is the same as the Bidder elsewhere in the bid document; Please clarify whether the Contractor here is the Bidder (entity or person)

1. Who is the "Secretary" in the final field?

Answer 17: **For further clarity on the definition of a Contractor, please see Page 3, Number 7. The Secretary field only applies if you are a corporation. The Corporate Secretary will need to affix the seal.**

Question 18: Proof of insurance) checklist item 9): As a developer, we don't currently carry insurance in NBV so no proof of insurance would be required then, correct?

Answer 18: **Proof of Insurance is not required at this time.**

Question 19: 6.3 LETTER OF INTEREST (p 20): This section outlines the response format, including the use of tabs

1. For example, Tab 5 (Proposed Financial Offer) notes that requirement for the number and price of TDRs we request to purchase, while the BID FORM (page 26) also requests these details
    1. Is the inclusion of these TDR details on the BID FORM sufficient, or must we include these details again on a separate document on Tab 5?

Answer 19: **Please refer to Answer 3. The Bid Form must be submitted, signed, with your Proposal, along with all of the Forms in Section VIII.**

Question 20: In-kind payments: We understood that, in addition to the monetary payment for the TDRs. Bidders could also supplement their bid with non-monetary or in-kind payments

1. Please confirm if this is possible; and if so, where in our bid would we indicate this payment?

Answer 20 **The non-monetary items are not required/determining factors but can be included as supplemental information in your Proposal.**

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents, and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on July 8, 2024**, and acknowledged on Form 8.2, Designated in Section 8. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#2 to RFP#2024-003: PURCHASE OF TRANSFERABLE DENSITY RIGHTS.

Authorized Signature

Treasure Island Development Company, LLC
Firm

Vice President
Printed, Title

07/03/2024
Date

BGerber@relatedgroup.com
Email Address

ADDENDUM #3

RFP# 2024-003

PROJECT: PURCHASE OF TRANSFERABLE DENSITY RIGHTS

DATE: 7/05/2024

A. The purpose of this Addendum is to provide clarification to the Bid Documents. Below are the Village Responses to the Inquiries regarding RFP# 2024-003.

Question 1: Deposit: What mechanism will be used to hold deposits in the event of award? Would an escrow be acceptable for deposits until such time as a signed Contract is sent to the Vendor?

Answer 1: **The Deposit should be tendered to the Village within the timeframe required by the RFP in Section 5.3. The Village will hold the Deposit.**

This Addendum to the proposal is issued to provide additional information and clarification to the original proposal and is hereby declared a part of the original proposal and documents. In case of conflict, this Addendum shall govern.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents, and this Addendum must be signed and returned with your submittal **by 2:00 p.m. on July 8, 2024**, and acknowledged on Form 8.2, Designated in Section 8. Failure to comply may result in disqualification of your bid submittal.

Angela C. Atkinson

Angela Atkinson
Chief Financial Officer

Acknowledgement is hereby made of Addendum#3 to RFP#2024-003: PURCHASE OF TRANSFERABLE DENSITY RIGHTS.

Ben Gerber
Authorized Signature

Treasure Island Development Company, LLC
Firm

Ben Gerber, Vice President
Printed, Title

July 6, 2024
Date

Bgerber@relatedgroup.com
Email Address

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: July 18, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Discussion of a Potential November 2024 General Obligation Bond Question to Close the Funding Gap - Village Manager Ralph Rosado, PhD, AICP

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $__ MILLION FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

Discuss funding sources associated with the Village Hall project and determine if to pose a November 2024 ballot question to close the funding gap.

BACKGROUND AND ANALYSIS

The Village Commission seeks to construct the Village Hall/Fire Station 27 (VHFS) Building. The information provided herein includes:

1. The latest VHFS design: 2312_60% CD_ARCH_Combined.pdf (dropbox.com)
2. The timeframe for the project.
3. A spreadsheet summarizing all payments, due to the Village, related to the development agreements, including payment due dates or benchmarks by which they are due.
4. The latest VHFS budget, per the Village Hall architects. The expected cost for VHFS is @ $44.920M.

5. The sources of funds for VHFS, to include funds from sources such as d evelopment agreement (DA) payments and transfer of development rights (TDRs) funds that are currently available or that may be available to the Village, so long as funds are available prior to 1/28/25, when the VHFS construction contract is expected to be advertised. The total amount expected to be available via DA payments is @$35.447M. The total amount available via TDR payments is $13.6M. The difference between the project cost and the DA funds expected by 1/28/25 is @ $9.473M. Other potential funding sources include:
   (a) a transfer from the Village Building Fund. This can be done once the current audit is complete but is expected to yield over $500,000.
   (b) via Village voter referendum - i.e. the issuance of General Obligation Bonds, as was done by the Village in 2008, when VHFS design, permitting, and construction costs were markedly different (i.e. more affordable) than they are now.

The Village Commission recently explored the possibility of a bond referendum question to close the funding gap for this project, at its May 14, 2024, Village Commission meeting. It was decided to defer the decision - and, consequently, the agenda item - until July, when the results of the TDR RFP would be received.

Although there is no certainty that all relevant DA funds will be collected in time or that all TDRs will be sold, there is a likelihood that some combination of both sets of funds will be collected. If the TDR agenda item is approved as presented, there is no reason to move forward with the bond referendum for this project. If it were not to be approved or not approved as is, the question should be placed so as to secure the shortfall to close the $10,000,000 funding gap or whatever amount remains to be secured.

Should more DA and/or TDR funds materialize than expected, and should the question be approved by a majority of voters, not all bond funds would need to be issued. The TDR agenda item on this same agenda reflects creation of a strategy that would allow all TDRs to be sold off by the time of the July commission meeting, although the date of collection of funds is to be established.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
As shown in the attached documents

PERSONNEL IMPACT
No additional staff is needed beyond current staff.

ATTACHMENTS
Resolution-Village Hall Public Safety Complex.DOC
NBV Fire Station Village Hall - Schedule.pdf
NBV FS 27 VH - Estimated Costs (Total Buildout).pdf
North Bay Village_TDR Pool Tracker 20240415.pdf
Village Hall Fire Station - Sources of Funds 20240708.pdf

RESOLUTION NO. 2024-___

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $__ MILLION FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at a special election held on January 29, 2008, the qualified electors of North Bay Village, Florida (the "Village"), in accordance with the applicable laws of the State of Florida (the "State"), approved the issuance of bonds for construction of a public safety and Village Hall complex in an amount not exceeding $7,900,000 (the "2008 Project"); and

WHEREAS, in 2008, 2010 and 2023, the Village issued bonds totaling approximately $7,900,000 to finance the 2008 Project; and

WHEREAS, because of the passage of time and the growth of the Village since the approval of the 2008 Project, the needs of the Village for a public safety and Village Hall complex have changed and construction prices have increased significantly, resulting in the need for a larger complex costing significantly more than originally anticipated; and

WHEREAS, the Village Commission (the "Commission") has determined that it is in the best interest of the Village to provide for additional funds to ensure that the 2008 Project can be completed; and

WHEREAS, the Commission wishes to seek approval of the electors for the issuance of general obligation bonds in an amount not to exceed $__ million for the purpose of financing additional costs of the 2008 Project (the 2008 Project, together with the additional improvements contemplated by this Resolution, is hereinafter referred to collectively as the "2024 Project"); and

WHEREAS, the Constitution of the State of Florida, Article VII, Section 12, as well as Section 100.211, Florida Statutes, authorize and require a voter referendum for the approval of the issuance of general obligation bonds by a municipality; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Intent to Issue Bonds. Subject to a referendum provided for herein and pursuant to subsequent proceedings of the Village, the Village intends to authorize the issuance of general obligation bonds in an aggregate principal amount not exceeding $__ million, issuable as tax-exempt and/or taxable bonds, in one or more series, maturing at such time or times not exceeding thirty (30) years from their date or dates of issuance and bearing interest at a rate or rates not exceeding the legal maximum rate of interest, in each case as shall be determined by ordinance or resolution of the Village as required by the Village Charter and State law prior to the time of sale thereof (the "Bonds"). Such Bonds, if issued, shall pledge the full faith and credit of the Village and be payable from ad valorem taxes levied by the Village without limit as to rate or amount on all taxable property within the Village. The Bonds will be issued for the purpose of providing funds to finance the costs of the 2024 Project.

Section 3. Calling of Bond Referendum. The Commission does hereby call a bond referendum pursuant to Article VII, Section 12 of the Constitution of the State of Florida, and Florida Statutes Section 100.211, to be held on November 5, 2024, for the purpose of determining whether the qualified electors of the Village approve the issuance of the Bonds to finance the cost to the Village of the 2024 Project (the "Referendum"). In accordance with the Constitution and the laws of the State of Florida, all qualified electors of the Village shall be entitled and permitted to vote in the Referendum. The Referendum shall be held at the same polling places in the several precincts, respectively, in the Village as determined by the Supervisor of Elections of Miami-Dade County ("Supervisor"). The inspectors and clerks who shall conduct the Referendum ("Election Officials") shall be those selected and appointed by the Supervisor. The polling places for the Referendum shall be open from 7:00 a.m. to 7:00 p.m. on the same day.

Section 4. Ballot Question. The following bond referendum question shall be placed on the ballot:

"Shall the Village issue general obligation bonds not exceeding $__ million in one or more series maturing not later than thirty years from their issuance dates, bearing interest not exceeding the maximum allowable by law, payable from ad valorem taxes levied by the Village, to finance the costs of construction of a public safety and Village Hall complex with Miami-Dade County, whereby the County will pay the fire rescue station portion?

_____ FOR BONDS

_____ AGAINST BONDS

Section 5. Form of Ballot. The form of ballot for the election is attached hereto as Exhibit "A".

Section 6. Village Clerk Responsibilities. The Village Clerk is hereby authorized and directed to deliver copies of the ballot set forth herein to the Supervisor for printing; to ascertain that the wording of the ballot is correctly printed thereon; and to ensure that any reprinting, if necessary, is ordered by the Supervisor, all within such time as is necessary to allow compliance with any mailing requirements imposed by law in connection with mail ballots and absentee ballots.

Section 7. Absentees Ballots. Absentee ballots containing the question set forth in Section 4 above shall be prepared for the use of absent, qualified electors entitled to cast such ballots in the Referendum in accordance with Chapter 101, Florida Statutes.

Section 8. Conduct Of Referendum. The Referendum shall be held and conducted in the manner prescribed by law for holding elections in the Village. The Election Officials at each polling place in the several precincts, respectively, shall prepare and file returns of such Referendum and deliver the same to the Miami-Dade County Canvassing Board for canvassing in the manner provided by applicable law. Said returns shall be certified to the Commission, which shall declare the results thereof and record the same in its minutes along with the number of qualified electors of the Village who voted at the Referendum on the question proposed and the number of votes cast for and against approval of the ballot question. The Commission shall certify the results of said Referendum to the Florida Department of State and/or other applicable entity in the manner provided by applicable law.

Section 9. Bond Authorization. If a majority of the votes cast by qualified electors of the Village at the Referendum approves the ballot question concerning the 2024 Project, the Village shall be authorized, but not obligated, to issue the Bonds in the manner provided herein. The Bonds, at a future date or dates, may be issued all at one time or in part from time to time as the Commission may in its discretion thereafter determine by subsequent ordinance or resolution in accordance with the Village Charter and State law.

Section 10. List of Qualified Electors. The Supervisor is hereby authorized and requested to make up and certify a list of the names of all qualified electors residing in the Village. A certified copy of such list shall be furnished to the Village Clerk and filed among the records of the Village.

Section 11. Publication of Notice. The Village Clerk shall cause a Notice of Referendum to be published in the *Miami Herald* or any other newspaper of general circulation within the Village, once in the fifth and third weeks prior to the week in which the Referendum is to be held, the first publication to be not less than 30 days prior to the date of such Referendum. The Village Clerk shall secure from the publisher of said

newspaper an appropriate affidavit of proof that the Notice of Referendum has been duly published, and said affidavit shall be made a part of the record of the Village. The Notice of Referendum shall be substantially in the form attached hereto as Exhibit "B". Copies of this Resolution are on file at the offices of the Village Clerk located at 1666 Kennedy Causeway, 3rd Floor, North Bay Village, Florida 33141, and are available for public inspection during regular business hours.

Section 12. Authority. The Village Attorney and Village Clerk are hereby authorized to make any such amendments to the ballot title and/or question based upon the rules, regulations, and policies of the Supervisor, and are hereby authorized to take all steps necessary to fulfill the intent of this Resolution.

Section 13. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained therein. This Resolution is adopted with the intent that the laws of the State shall govern its construction.

Section 14. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

BOND REFERENDUM FOR CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX

"Shall the Village issue general obligation bonds not exceeding $__ million in one or more series maturing not later than thirty years from their issuance dates, bearing interest not exceeding the maximum allowable by law, payable from ad valorem taxes levied by the Village, to finance the costs of construction of a public safety and Village Hall complex with Miami-Dade County, whereby the County will pay the fire rescue station portion?

_____ FOR BONDS

_____ AGAINST BONDS

EXHIBIT "B"

NOTICE OF BOND REFERENDUM

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2024-_____ ADOPTED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA (THE "VILLAGE") AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, THE 5TH DAY OF NOVEMBER, 2024, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING BOND REFERENDUM SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.

BOND REFERENDUM FOR CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX

"Shall the Village issue general obligation bonds not exceeding $__ million in one or more series maturing not later than thirty years from their issuance dates, bearing interest not exceeding the maximum allowable by law, payable from ad valorem taxes levied by the Village, to finance the costs of construction of a public safety and Village Hall complex with Miami-Dade County, whereby the County will pay the fire rescue station portion?

_____ FOR BONDS

_____ AGAINST BONDS

The full text of Resolution No. 2024- __ is available at the offices of the Village Clerk located at 1666 Kennedy Causeway, 3rd Floor, North Bay Village, Florida 33141.

_____
Village Clerk

Project name	2312 NBV FIRE STATION & VILLAGE HALL SCHEDULE
Project manager	Natalia Livian
Project start date	3/16/2022
Project finish date	12/14/2026
Duration	1362 days
% complete	N/A
Exported on	2/5/2024

Task number	Outline number	Name	Duration	Start	Finish	Depends on	% complete	Labels
1	**1**	**SCHEMATIC DESIGN - PROGRAMMING**	**78 days**	**3/24/2023**	**6/9/2023**		**100%**	
~~2~~	~~1.1~~	~~kick off~~	~~1 day~~	~~3/24/2023~~	~~3/24/2023~~		~~100%~~	
3	~~1.2~~	~~Program Review & Approval~~	~~77 days~~	~~3/25/2023~~	~~6/9/2023~~	~~2FS~~	~~100%~~	
~~**4**~~	~~**2**~~	~~**SCHEMATIC DESIGN 30%**~~	~~**114 days**~~	~~**4/20/2023**~~	~~**8/11/2023**~~		~~**100%**~~	
5	~~2.1~~	~~30% Progress / Coordination~~	~~75 days~~	~~4/20/2023~~	~~7/3/2023~~		~~100%~~	
6	~~2.2~~	~~Building Massing Studies~~	~~51 days~~	~~4/20/2023~~	~~6/9/2023~~		~~100%~~	
7	~~2.3~~	~~Program Test Fits~~	~~44 days~~	~~4/27/2023~~	~~6/9/2023~~		~~100%~~	
~~8~~	~~2.4~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~5/3/2023~~	~~5/3/2023~~		~~100%~~	
~~9~~	~~2.5~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~5/11/2023~~	~~5/11/2023~~		~~100%~~	
~~10~~	~~2.6~~	~~5/11 O/A Meeting Continued~~	~~1 day~~	~~5/18/2023~~	~~5/18/2023~~		~~100%~~	
~~11~~	~~2.7~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~5/17/2023~~	~~5/17/2023~~		~~100%~~	
~~12~~	~~2.8~~	~~Village Review Layouts~~	~~8 days~~	~~5/24/2023~~	~~5/31/2023~~		~~100%~~	
~~13~~	~~2.9~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~5/24/2023~~	~~5/24/2023~~		~~100%~~	
14	~~2.10~~	~~Survey Completed~~	~~4 days~~	~~6/2/2023~~	~~6/5/2023~~		~~100%~~	
15	~~2.11~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~6/5/2023~~	~~6/5/2023~~		~~100%~~	
16	~~2.12~~	~~Geotech Final Report Completed~~	~~1 day~~	~~6/7/2023~~	~~6/7/2023~~		~~100%~~	
17	~~2.13~~	~~O/A Bi-weekly Meeting - Tentative~~	~~1 day~~	~~6/8/2023~~	~~6/8/2023~~		~~100%~~	
18	~~2.14~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~6/14/2023~~	~~6/14/2023~~		~~100%~~	
19	~~2.15~~	~~Design Workshop - Public input~~	~~1 day~~	~~6/19/2023~~	~~6/19/2023~~		~~100%~~	In Person Meeting
20	~~2.16~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~6/22/2023~~	~~6/22/2023~~		~~100%~~	
21	~~2.17~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~6/28/2023~~	~~6/28/2023~~		~~100%~~	
22	~~2.18~~	~~Consultant Progress Set Due~~	~~1 day~~	~~6/30/2023~~	~~6/30/2023~~		~~100%~~	
23	~~2.19~~	~~30% QAQC~~	~~10 days~~	~~7/5/2023~~	~~7/14/2023~~		~~100%~~	
24	~~2.20~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~7/6/2023~~	~~7/6/2023~~		~~100%~~	
25	~~2.21~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~7/12/2023~~	~~7/12/2023~~		~~100%~~	
26	~~2.22~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~7/20/2023~~	~~7/20/2023~~		~~100%~~	
27	~~2.23~~	~~Consultant 30% Set Due~~	~~1 day~~	~~8/7/2023~~	~~8/7/2023~~		~~100%~~	
28	~~2.24~~	~~Issue 30% Schematic Design Set & Estimate~~	~~1 day~~	~~8/11/2023~~	~~8/11/2023~~		~~100%~~	
29	~~3~~	~~VILLAGE REVIEW - 30% Schematic Design~~	~~15 days~~	~~8/12/2023~~	~~8/26/2023~~		~~100%~~	
	~~3.1~~	~~VE Review and Approval~~		~~8/26/2023~~	~~9/19/2023~~		~~100%~~	
~~**30**~~	~~**4**~~	~~**SITE PLAN APPROVAL**~~	~~**45 days**~~	~~**8/27/2023**~~	~~**11/15/2023**~~		~~**100%**~~	
31	~~4.1~~	~~Site Plan Review Meetings~~	~~16 days~~	~~8/27/2023~~	~~9/11/2023~~		~~100%~~	
32	~~4.2~~	~~Site Plan Presentation Prep~~	~~8 days~~	~~11/8/2023~~	~~11/14/2023~~		~~100%~~	
33	~~4.3~~	~~Zoning Submittal / Review Process~~	~~60 days~~	~~8/25/2023~~	~~**11/7/2023**~~		~~100%~~	conducted via email communications
34	~~4.4~~	~~Commission Review Hearing~~	~~1 day~~	~~11/15/2023~~	~~**11/15/2023**~~	~~33FS~~	~~100%~~	
35	**5**	**DESIGN DEVELOPMENT 60%**	**110 days**	**11/16/2023**	**3/5/2024**	**34FS**	**0%**	

Task number	Outline number	Name	Duration	Start	Finish	Depends on	% complete	Labels
36	5.1	60% Progress / Coordination	74 days	11/16/2023	1/29/2024		0%	
37	~~5.2~~	~~Thanksgiving Holidays - office Closed~~	~~4 days~~	~~11/23/2023~~	~~11/26/2023~~		~~0%~~	
	5.3	~~Regular Commission Meeting~~	~~1 day~~	~~12/12/2023~~	~~12/12/2023~~			
38	~~5.4~~	~~Consultant Coordination Progress Set Due~~	~~1 day~~	~~12/20/2023~~	~~12/20/2023~~		0%	
39	5.5	~~QAQC Review~~	~~24 days~~	~~12/21/2023~~	~~1/12/2024~~		~~0%~~	
40	5.6	~~Winter Holidays - Office Closed~~	~~4 days~~	~~12/22/2023~~	~~12/27/2023~~		~~0%~~	
41	5.7	~~New years Holidays - Office Closed~~	~~4 days~~	~~12/28/2023~~	~~1/2/2023~~		~~0%~~	
	5.8	~~Consultant Coordination 2nd Progress Set Due~~	~~1 day~~	~~1/26/2024~~	~~1/26/2024~~		~~0%~~	
42	5.9	Issue 60% Design Development Set & Estimate	1 day	3/5/2024	3/5/2024		0%	
43	6	VILLAGE REVIEW 60% Design Development	15 days	3/6/2024	3/21/2024	42FS	0%	
44	**7**	**CONSTRUCTION DOCUMENTS 90%**	**61 days**	**3/22/2024**	**5/22/2024**	**43FS**	**0%**	
45	7.1	90% Progress / Coordination	25 days	3/22/2024	4/16/2024		0%	
46	7.2	Consultant Coordination Set Due	1 day	4/12/2024	4/12/2024		0%	
47	7.3	QAQC Review	10 days	4/15/2024	4/25/2024	45FS	0%	
48	7.4	Issue 90% Construction Documents	1 day	5/22/2024	5/22/2024		0%	
49	8	VILLAGE REVIEW - 90% construction Documents	17 days	5/23/2024	6/6/2024	48FS	0%	
50	**9**	**CONSTRUCTION DOCUMENTS 100%**	**40 days**	**6/7/2024**	**7/16/2024**	**49FS**	**0%**	
51	9.1	100% Progress / Coordination	25 days	6/7/2024	7/1/2024		0%	
52	9.2	Consultant Coordination Set Due	1 day	7/2/2024	7/2/2024		0%	
53	9.3	Issue 100% Construction Documents & Estimate	1 day	7/16/2024	7/16/2024		0%	
54	10	VILLAGE REVIEW - 100% Construction Documents	15 days	7/17/2024	7/31/2024	53FS	0%	
55	**11**	**SUBMIT FOR PERMIT**	**180 days**	**8/1/2024**	**1/27/2025**	**54FS**	**0%**	**Estimated Date**
56	11.1	Permit comments & responses	180 days	8/1/2024	1/27/2025		0%	Estimated Date
57	**12**	**ISSUE FOR BID**	**80 days**	**1/28/2025**	**4/17/2025**	**55FS**	**0%**	**Estimated Date**
58	12.1	Bidder Process / Bidder Selected	80 days	1/28/2025	4/17/2025		0%	Estimated Date
59	**13**	**CONTRACT AWARDED**	**30 days**	**4/18/2025**	**5/17/2025**	**57FS**	**0%**	**Estimated Date**
60	13.1	Contract Negotiations	30 days	4/18/2025	5/17/2025		0%	Estimated Date
61	14	CONSTRUCTION ADMINISTRATION	540 days	6/23/2025	12/14/2026	59FS	0%	Estimated Date

BUILDING BUDGET

NORTH BAY VILLAGE HALL & FIRE STATION 27

Per 03.05.2024 Plans

(TOTAL BUILT-OUT)

Program	Area (sf)		Unit Cost	Total Cost
Construction Cost (Estimate)				
Village Hall	14,370 SF	x	$500.00	$7,185,000.00
Police Department	10,915 SF	x	$500.00	$5,457,500.00
Fire Station & Public Entry	12,742 SF	x	$550.00	$7,008,100.00
FS Parking at Garage (15 PS)	4,360 SF	x	$185.00	$806,600.00
FS WP @ 2nd Floor	15,927 SF	x	$30.00	$477,810.00
VH WP	7,997 SF	x	$30.00	$239,910.00
Parking Garage (76 PS)	59,467 SF	x	$185.00	$11,001,395.00
Building Support (Elevator Core)	1,115 SF	x	$300.00	$334,500.00
Building Support (Stair Core)	3,157 SF	x	$185.00	$584,045.00
Building Support (Public Entry PD/)	170 SF	x	$250.00	$42,500.00
Sally Port & Dedicated Elevator	923 SF	x	$300.00	$276,900.00
Building Support (FPL, Utility, Trash)	5,991 SF	x	$185.00	$1,108,335.00
Offsite, signal, etc.	(allowance)			$1,000,000.00
Arcade:	3,272 SF	x	$150.00	$490,800.00
Terrace:	859 SF	x	$250.00	$214,750.00
Sub-Total	113,210 SF			**$36,228,145.00**
Art in Public Places (AIPP)	1.5% of Const.Cost			$543,422.18
Estimated Const Cost:				**$36,771,567.18**
Escalation (estimate - 1 year)	5%			$1,838,578.36
Design Contingency Allowance	2.5%			$919,289.18
Estimated Const Cost /Allowances:				**$39,529,434.71**
Soft Cost (Estimate)				
Permit Fees	Allowance			$800,000.00
Impact Fees	Allowance			$450,000.00
FF&E Allowance (FS)	8,547 SF		$40.00	$341,880.00
FF&E Allowance (VH & PD)	25,285 SF		$40.00	$1,011,400.00
A/E Fees				$2,786,697.00
Sub-Total Soft Cost				**$5,389,977.00**
Total Project Cost				**$44,919,411.71**

Note: Estimated Construction Cost of $39,256,964 includes FGBC Gold Certification Premium of approximately 4% ($1,570,279.00)

North Bay Village
HEART OF THE BAY

April 15, 2024

North Bay Village Transfer of Development Rights Pool Tracker – Table 1

Village-Owned Property with MFR Development Rights	Area (square feet / acres)	Current Future Land Use Designation	Current Zoning	Zoned Residential Density	Allocated Development Rights @ 70 units/acre	Approved Transfers	Date Approved	Buyer	Transferred to	Development Rights Remaining	TDR Requests (in the pipeline, not approved)
HARBOR ISLAND											
Civic Park	32,169 / 0.738	Parks and Rec	GC	70 du/ac	**51.7**	10.2 [3]	12/12/23	S2 NBV, LLC	7913-7915 West Drive	**41.5**	37 units
Vogel Park	22,400 / 0.514	Parks and Rec	RM-70	70 du/ac	**35.9**	6.8 [1] 16.0 [2] 11.8 [3]	10/24/17 9/28/23 12/12/23	P&O Global Technologies 7940 NBV Partners, LLC S2 NBV, LLC	7918 West Drive 7938-7940 West Drive 7913-7915 West Drive	(27.8) [1] (11.8) **0**	N/A
Sakura	31,734 / 0.728	Commercial	T6-24MU	70 du/ac	**50.9**	None				**50.9**	
Total TDRs remaining/available in Harbor Island										**92.4**	
TREASURE ISLAND											
Galleon Street	48,000 / 1.10	Parks and Rec	RM-40	40 du/ac	**44.2**	None				**44.2**	
Total TDRs remaining/available in Treasure Island										**44.2**	
Total TDRs remaining/available in North Bay Village										**136.6**	

[1] Transfer approved prior to the elimination of development right allocations based on unit sizes (see Ordinance No. 2022-012). By Resolution 2017-093, the Village Commission approved the transfer of 6.8 development rights for 3-bdrm units to 7918 West Drive. Vogel Park area remaining for transfer of development rights calculations per prior regulations: 22,400 sq ft – 5,080 sq ft = 17,320 sq ft (equivalent to a maximum of **27.8** development rights).

[2] Approved via Resolution No. 2023-XX

[3] Approved via Resolution No. 2023-XX

Table 2

Applicant	Project	Address	TDR Request	Approval Date	Resolution No.	Transferred From
P&O Global Technologies	7918 West Drive	7918 West Drive | Harbor Island	6.8	10/24/2017	2017-093	Vogel Park
7940 NBV Partners, LLC	7940 West Drive	7938-7940 West Drive | Harbor Island	16	9/28/23	2023-XX	Vogel Park
S2 NBV, LLC	Marina View	7913-7915 West Drive | Harbor Island	22	12/12/23	2023-XX	Vogel Park (11.8) East Park (10.2)
7927/7931 East Drive Property Holdings, LLC and 7922 East Drive, LLC	Porto La Vie	7927-7931, (7923-7925) and 7922 East Drive | Harbor Island	37			East Park

VILLAGE HALL/FIRE RESCUE STATION - SOURCES OF FUNDS (as of 7/8/2024)

Amount Due	Funding Sources for Funds Due or Expected Prior to 1/28/25 VHFS Construction Bid Issuance Date	Amount Available or Collected
$ 7,500,000	Village Hall Bond	$ 7,500,000
$ 518,750	Sunbeam Community Contribution ($1,528,750 collected: $1M for Parks; $518,750 for V. Hall)	$ 518,750
$ 6,880,000	Sunbeam Payment in Lieu of Impact Fees (Negotiated to Be Paid Years ahead of Due Date - once Traffic Concurrency or Moratorium resolved, whichever is earlier) (due 5/24/24)	$ 6,880,000
$ 4,120,000	Sunbeam Voluntary Contribution toward Village Hall (Negotiated Contribution - once Traffic Concurrency or Moratorium resolved, whichever is earlier)	$ 4,120,000
$ 1,375,000	Sunbeam Voluntary Contribution toward Fire Station (Negotiated Contribution)	$ 1,375,000
$ 546,250	Shuckers 1st Community Contribution (due 4/5/24)	$ 546,250
$ 974,000	Shuckers Public Facility Voluntary Contribution (Negotiated Contribution) (due 1/5/25)	
$ 7,425,000	Miami-Dade Fire Rescue Payment (Negotiated up from Original $4.67M)	$ 7,425,000
$ 1,200,000	7940 West Drive Density Rights Transfer Fee (Negotiated to be within 90 Days of Approval)	$ 1,200,000
$ 472,500	7940 West Drive 1st (of 2) Height Bonus Payment (10% within 30 Days of Approval; 90% at Permit)	$ 47,250
$ 342,500	Shoma 1st Community Contribution Fee	$ 342,500
$ 953,931	Shoma Parks & Police Impact Fees (Negotiated to Be Paid Years ahead of Due Date)	$ 953,931
$ 342,500	Shoma 2nd Community Contribution Fee (due 5/30/24)	$ 342,500
$ 685,000	Shoma 3rd Community Contribution Fee (due 8/31/24)	
$ 400,000	Shoma Village Hall Voluntary Contribution (Negotiated Contribution) (due at Building Permit - Expected Nov. 2024)	
$ 1,430,000	Marina View (7913 West Dr) Density Rights Transfer Fee	$ 1,430,000
$ 282,000	Marina View (7913 West Dr) Height Bonus Payment	$ 282,000
$ 35,447,431	**TOTAL**	**$ 32,963,181**

Potential Additional Funding Sources

$13,218,000	TDRs Available: 44.2 x $90,000 (nonwaterfront) = $3,978,000, PLUS 92.4 x $100,000 (waterfront) =$9,240,000 = $13,218,000 TOTAL. If ALL are waterfront, then 136.6 x $100,000 = $13,660,000

$ 48,665,431	**TOTAL POTENTIAL FUNDS**