



Fort Myers Beach Town Council

DiamondHead Beach Resort
2000 Estero Blvd.
Fort Myers Beach, FL 33931

Agenda

Monday, January 23, 2023

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF FINAL AGENDA
- V. PUBLIC COMMENT
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS
- VII. APPROVAL OF MINUTES
- VIII. CONSENT AGENDA

- A. Resolution 23-09, 23-10 and 23-11; Extending the Town Declaration of State of Local Emergency
Approve Resolutions Extending the Town Declaration of State of Local Emergency for the period January 16, 2023 - January 22, 2023, January 23, 2023 - January 29, 2023 and January 30, 2023 - February 5, 2023

IX. PUBLIC HEARINGS

- A. Ordinance 23-01; Signs
AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 30 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH ENTITLED "SIGNS" TO PROVIDE FOR CONTENT NEUTRAL SIGN REGULATIONS AND TO ALLOW CERTAIN PORTABLE SIGNS, PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE.

X. ADMINISTRATIVE AGENDA

- A. Oral Presentations: RFP-23-07-AD; Disaster Recovery
1. To receive presentations from the three disaster consulting firms recommended by the selection committee; and
 2. To rank and select one of the three firms and authorize the Town manager to enter negotiations with the top ranked firm.
 - Synergy Disaster Recovery
 - Tidal Basin
 - Witt O'Brien's
- B. RFQ-20-06-AD On-Going Professional Services for Environmental Assessments and Marine Engineering
- Authorize the Town Manager to amend all existing agreements from RFQ-20-06-AD, On-Going Professional Services for Environmental Assessments and Marine Engineering Professional Services to include 2-CFR clauses. Current agreements are with: Coastal Engineering Consultants, Coastal Systems Int'l, Edgewater Resources, Hans Wilson & Assoc., Taylor Engineering and Turrell Hall & Assoc.
- C. Tidal Basin Contract Extension
- Authorize Town Manager to execute the second amendment to the Tidal Basin agreement for an additional 30 days.

XI. FINAL PUBLIC COMMENT**XII. TOWN MANAGER'S ITEMS****XIII. TOWN ATTORNEY'S ITEMS****XIV. COUNCILMEMBERS ITEMS AND REPORTS****XV. ADJOURNMENT**

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.



For special accommodations, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.

1. **Requested Motion:**

Meeting Date: January 23, 2023

Approve Resolutions Extending the Town Declaration of State of Local Emergency for the period January 16, 2023 - January 22, 2023, January 23, 2023 - January 29, 2023 and January 30, 2023 - February 5, 2023

Why the action is necessary:

Extending the local state of emergency provides the Town with the needed flexibility to respond to the catastrophic disaster caused by Hurricane Ian and maintains the Town's eligibility for federal and state reimbursement funding for the costs of recovery.

What the action accomplishes:

Extends the Town's Declaration of state of local emergency.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Hurricane Ian has caused a catastrophic disaster in the Town, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas. Approving and ratifying these Resolutions will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 22-34.

Attachments:

1. 23-09, Extending Declaration of Local Emergency 1.16.23-1.22.23
2. 23-10, Extending Declaration of Local Emergency 1.23.23-1.29.23
3. 23-11, Extending Declaration of Local Emergency 1.30.23-2.05.23

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/13/2023
Approved - 1/18/2023
Approved - 1/19/2023
Final Approval - 1/19/2023

RESOLUTION 23-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, *Florida Statutes*, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Section 252.38 *Florida Statutes*, specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 16th day of January 2023.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-35 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), *Florida Statutes* and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

Section 6. The state of local emergency shall remain in effect until terminated as provided in Section 12-21 of the Code. However, The mandatory curfew and prohibition regarding the use of fresh water supplied by the County or local water company for any purpose other than cooking, drinking, or bathing set forth in Section 12-24 of the Code are hereby waived at this time.

Section 7. As provided in Section 12-21(a) of the Code, the Mayor, Vice-Mayor, or Town Manager may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 16th day of January 2023 upon the signature of the Mayor at 9:00 a.m.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of January 2023.

RESOLUTION 23-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, *Florida Statutes*, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Section 252.38 *Florida Statutes*, specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 23rd day of January 2023.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-35 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), *Florida Statutes* and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

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Section 7. As provided in Section 12-21(a) of the Code, the Mayor, Vice-Mayor, or Town Manager may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 23rd day of January 2023 upon the signature of the Mayor at 9:00 a.m.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of January 2023.

RESOLUTION 23-09

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Section 4. As provided in Section 252.38(3)(a), *Florida Statutes* and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

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Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 30th day of January 2023 upon the signature of the Mayor at 9:00 a.m.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of January 2023.

1. **Requested Motion:**

Meeting Date: January 23, 2023

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 30 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH ENTITLED "SIGNS" TO PROVIDE FOR CONTENT NEUTRAL SIGN REGULATIONS AND TO ALLOW CERTAIN PORTABLE SIGNS, PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE.

Why the action is necessary:

The sign ordinance has been challenged and needs to be updated to meet legal requirements. Town Council must hold two hearings to adopt a new ordinance.

What the action accomplishes:

The updated ordinance removes language which can be legally challenged.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

This will be an ordinance to amend the LDC.

4. **Submitter of Information:**

5. **Background:**

Staff was directed to update the Town's Sign Ordinance to ensure that it meets all current legal requirements. In the past several years, signs have been the topic of several court decisions and it appears more court decisions may be on the horizon. The most notable issue is that of ensuring content neutral code language, meaning that the information on the sign must not be tied to the approval of the sign. In addition to resolving some potential legal issues with the code, this new ordinance is reorganized to make it more user-friendly, it clarifies some unclear language, and it also corrects code references which are outdated.

Attachments:

1. Sign Ordinance
2. Staff Memo
3. Exhibit B-Existing Sign Ord

Financial Impact:

unknown

6. **Alternative Action**

Recommend changes to the proposed sign ordinance language.

7. **Management Recommendations:**

Set a second hearing for the adoption of the Sign Ordinance.

8. **Recommended Approval:**

Amy Baker, Town Clerk
Jason Green, Community Development Services
Jason Smalley, Senior Planner
John R Herin Jr, Town Attorney

Created/Initiated - 1/17/2023
Approved - 1/17/2023
Approved - 1/17/2023
Approved - 1/17/2023

Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Approved - 1/18/2023
Final Approval - 1/19/2023

ORDINANCE NO. 23-01

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 30 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH ENTITLED “SIGNS” TO PROVIDE FOR CONTENT NEUTRAL SIGN REGULATIONS AND TO ALLOW CERTAIN PORTABLE SIGNS, PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town of Fort Myers Beach, Florida ("Town") recognizes that an excess of signs causes a visual blight on the appearance of the town by detracting from views of structures and open space; and

WHEREAS, the Town also recognizes that visual blight adversely affects the aesthetic quality of life and traffic safety on Fort Myers Beach for residents, businesses, pedestrians, and persons in vehicles. In order to promote the appearance of the town, while protecting the rights of sign owners to expression and identification, the reasonable regulation of existing and proposed signs is necessary to protect both its economy and the quality of life of its residents; and

WHEREAS, the Town Council desires to update the Fort Myers Beach Sign Code in the Land Development Code to clarify, improve, and create consistency among sections; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on December 6, 2022, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 5-0, with two members absent, to recommend approval of the requested amendment to Chapter 30. Signs; and

WHEREAS, on January 9, 2023, the Town Council held a first reading of this proposed Ordinance; and

WHEREAS, on January 23, 2023, the Town Council held a second reading of this proposed Ordinance.

NOW THEREFORE IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH, FLORIDA:

Section 1. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. Chapter 30 of the Land Development Code of the Town of Fort Myers Beach entitled "Signs" is hereby amended to read as found in attached Exhibit A – New Sign Ordinance:

Section 3. The Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

Section 4. Whenever the requirements or provisions of this ordinance conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

Section 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the ordinance, or any part thereof, other than the part so declared.

Section 6. This ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the Town Council upon a motion by Councilmember ____ and seconded by ____ and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Bill Veach, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this ____ day of _____, 2022, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

Chapter 30 - Signs

Sec. 30.1. Purpose, intent and application.

The town council finds and declares the following intent for this chapter:

- (1) An excess of signs causes a visual blight on the appearance of the town by detracting from views of structures and open space. This visual blight adversely affects the aesthetic quality of life and traffic safety on Fort Myers Beach for residents, businesses, pedestrians, and persons in vehicles. In order to promote the appearance of the town, while protecting the rights of sign owners to expression and identification, the regulation of existing and proposed signs is necessary to protect the public health, safety and general welfare.
- (2) The purpose of this chapter is to encourage signs which are integrated with and harmonious to the building and sites which they occupy, to eliminate excessive and confusing sign displays, to preserve and improve the appearance of the town as a place in which to live and work and as an attraction to nonresidents who come to visit or trade, and to restrict signs which increase the probability of accidents by distracting attention or obstructing vision.
- (3) This chapter provides minimum standards to safeguard life, safety, property, and public welfare by regulating size, construction location, electrification, operation and maintenance of all signs and sign structures exposed to public view within the town. These standards are content-neutral and regulate based on the form, and not the content, of signs. The visual appearance and traffic safety of the town cannot be achieved by measures less restrictive than the procedures and standards of this chapter.
- (4) It is the intent of the town council that protection of First Amendment rights shall be afforded by these sign regulations. The regulations in this Section are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the Town's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. Accordingly, any sign, display or device permitted under these regulations may contain, in lieu of any other copy, any otherwise lawful noncommercial message that complies with all other requirements of this code. The noncommercial message may occupy the entire sign area or any portion thereof and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this code.

These regulations shall apply to the erection and maintenance of signs visible, from the exterior of a building, while preserving the right of free speech and expression. The regulations within this chapter shall apply to all construction, relocation, enlargement, alteration and modification of signs within the Town of Fort Myers Beach. Generally, signs are approved by issuance of a sign permit. However, there are some signs that do not require a permit, these signs are listed in Section 30-4. Exempt Signs.

Noncommercial signs are allowed in all districts and may be substituted for any sign expressly allowed under this ordinance, and any sign permitted by this ordinance may display a noncommercial message. Noncommercial signs are subject to the same permit requirements, restrictions on size and type and other conditions and specifications as apply to the sign for which they are being substituted.

Nothing contained in this section shall be construed to permit the display of signs when otherwise prohibited or restricted by private restrictions or covenants not enforced by the Town.

Sec. 30.1. – Generally.

- (1) The following regulations apply generally to all signs and are in addition to the regulations contained elsewhere in this chapter:
 - (a) *Required application and inspection of signs.* No sign, other than signs not requiring a permit, found in Section 30-4. Exempt Signs, shall be erected, constructed, structurally altered or relocated until a permit has been issued by the Town.
 1. Sign work not requiring a permit or inspection includes:
 - a. Change of copy. Changing the face or copy on existing signs.
 - b. Maintenance. Painting, cleaning, or other normal maintenance and repair for a sign not involving structural or electrical changes.
 - c. Window displays. Changes in the content of window displays or window signage, provided all such displays are within the building and any signage does not exceed 25 percent of the window.
 - d. This chapter shall not apply to any sign erected by the federal, state, county, or Town of Fort Myers Beach government or to the placement of temporary signs not exceeding eight square feet in area within a right-of-way for purposes of business identification or access location, when necessitated by road construction and when authorized by the county or town.
 - (b) *Electrical permit.* All signs which require electricity or are electrically illuminated shall require a separate electrical permit and an inspection.
 - (c) *Construction standards.* In addition to complying with the requirements of this chapter, all signs must meet the structural and other standards regarding sign construction, erection, electrical wiring, etc., set forth in the Florida Building Code. Plans for any or monument sign exceeding 32 square feet in area or eight feet in height shall be accompanied by foundation drawings signed and sealed by a licensed engineer.
 - (d) *Visibility triangle and location standards.* All signs must meet the visibility requirements found in Section. 34-3131 of this land development code. Signs may not be placed within the Town's right of way, any sign which encroaches the right of way must provide liability insurance per Section 30-13 Liability Insurance.

Sec. 30-3. Definitions.

- (1) In case of any difference of meaning or implication between the text of this chapter and any other law or regulation, this chapter shall control.
- (2) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alteration. Any change in copy, color, size or shape, which changes appearance of a sign, or a change in position, location, construction, or supporting structure of a sign, except that a copy change on a sign specifically designed for the use of replaceable copy, e.g., a reader board with changeable letters, is not an alteration.

Animated sign. Any sign, including electronic, laser, video or digital displays, that uses movement or change of lighting to depict action or create a special effect or scene. Electronic message boards, electronic changing message centers, and any signs with flashing lights are considered to be animated signs.

Awning sign. Any sign consisting of letters which are painted or installed on a lawful awning, but not including a back-lit awning.

Back-lit awning. An awning with a translucent covering material and a source of illumination contained within its framework.

Balloon sign. One or more balloons, with or without messages or illustrations, that are used as a temporary or permanent sign or as a means of directing attention to a business or organization or to a commodity, service or entertainment.

Banner. A temporary sign of flexible plastic, cloth, or other fabric, either enclosed or not enclosed in a rigid frame that is secured or mounted to allow movement caused by the atmosphere, including "streamer" and "pennants" but not including flags.

Bench sign. A sign that is painted on or attached to any part of a bench, seat, or chair placed on or adjacent to a public street, public plaza or beach access.

Building identification or address. The building number assigned by Lee County as the official premises address, painted or affixed to a building, mailbox or similar structure.

Building official. Means the authorized agent or employee of the city whose duty it is to enforce and interpret the construction codes of the city.

Canopy. A permanent roof-like shelter open on four sides, to protect an area from the elements, such as over gasoline pumps.

Canopy sign. Any permanent sign attached to or constructed in, on, or below a canopy.

Civic District. For the purposes of this chapter, civic districts shall mean a property in Community Facilities or Institutional zoning districts.

Commercial District. For the purposes of this chapter, commercial districts shall mean a property in Downtown, Santini, Commercial Office, Commercial Marina, Commercial Resort, Santos or Commercial Boulevard zoning districts.

Development identification sign. A permanent sign, which is either a freestanding sign or a sign located on a subdivision entry feature or perimeter wall, at a main entrance to a subdivision or development, identifying the name of the development or subdivision.

Directional sign. Any sign which serves solely to designate the location of or direction to any place, activity, facility, or area.

Double-faced sign. A single plane with items of information identical on both sides and mounted as a single structure.

Emitting sign. A sign designed to emit visible smoke, vapor, particles, or odor, or a sign which produces noise or sounds capable of being heard, even though the sounds produced may not be understandable.

Flag. Any fabric or bunting used as a symbol (as of a nation, government, political subdivision or other entity) or as a signaling device.

Frontage. The distance measured along a public street right-of-way or a private street easement between the points of intersection of the side lot lines with the right-of-way of the easement line.

Government sign. Any sign erected by or on the order of a public official or court in the performance of a public duty or to give notice of permit or pending action or to maintain order and safety.

Illuminated sign. Any electrically operated sign or sign for which an artificial light source is used to make the sign's message visible, including internally and externally illuminated signs and reflectorized, glowing, or radiating signs.

Incidental sign. A sign, generally informational, that has a purpose that is secondary to the use of the site on which it is located, such as "No Parking," "Entrance," "Exit," "Telephone," "Open," "Beware of Dog," "No Trespassing" "Welcome," and other similar directives.

Inflatable object. An object of any shape that is expanded or capable of expansion by means of air or gas, such as a balloon, windsock, or air tube, and which is used as a means of attracting attention to a site, product or event.

Licensed contractor. A person holding a valid contractor's license issued by the Lee County Construction Board.

Maintain. To preserve from decline, keep in an existing state or retain in possession or control.

Display box. A plaque or display case, located on an exterior building wall, near its entrance for the convenience of potential patrons who arrive on foot.

Monument sign. A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles

Parasite sign. Any sign not exempted by this chapter, for which no permit has been issued, and which is hung from, attached to or added onto an existing sign.

Permit board. A sign erected on a construction site for the sole purpose of providing a conspicuous display of and shelter for the permits required for construction activities being performed on such construction site.

Pole sign. A freestanding sign supported by an exposed structure of poles or other supports where the height of the exposed sign supports extends more than 18 inches from the ground to the bottom of the sign. A freestanding sign that meets this chapter's requirement for a monument sign is not considered to be a pole sign.

Portable sign. Any non-illuminated sign that is carried or worn.

Projecting sign. A sign which is attached to a building and projects more than 18 inches above, below, or outward from, and is supported by, a wall, parapet, or ceiling of a building.

Public body. Any government or governmental agency of the United States, the state, the county, or the Town of Fort Myers Beach.

Residential Districts. For the purposes of this section, residential districts shall mean a property in Residential Single-Family, Residential Conservation, Residential Multifamily, Bay Beach or Village zoning districts.

Residential sign. Any non-illuminated sign not otherwise defined or regulated in this chapter, that is located in a residential district.

Roof sign. Any sign erected upon a roof or roof-mounted equipment. Signs placed flat against the steep slope of a mansard roof will not be considered roof signs.

Sandwich-board sign. An easily moveable sign not attached to the ground that is supported by its own frame which generally forms the cross-sectional shape of an A.

Sign. Any name, figure, character, outline, display, announcement, ~~or~~ device, or structure supporting the same, or any other device of similar nature designed to attract attention or convey a message outdoors, and shall include all parts, portions, units, and materials composing the same, together with the frame, background, and supports or anchoring thereof.

Sign face. An exterior display surface of a sign including nonstructural trim exclusive of the supporting structure.

Snipe sign. A sign of any material, including paper, cardboard, wood, and metal, when tacked, nailed, or attached in any way to trees, telephone poles, or other objects located or situated on a public road right-of-way, or any sign which is installed on property without the permission of the property owner.

Temporary sign. A sign or banner displayed for a fixed, terminable length of time. Temporary signs are intended to be removed after the temporary purpose has been served.

Wall sign. Any sign attached to or painted on the wall of a building or structure and extending no more than 18 inches outward from the wall in a plane approximately parallel to the plane of said wall.

Window sign. Any sign viewable through, affixed to or painted on a window or exterior glass door such that it is viewable from the exterior, including signs located inside a building but visible primarily from the outside of the building.

Sec. 30-4. Exempt Signs

- (1) Signs not requiring a permit. The following signs do not require a sign permit but may require a building permit or electrical permit (if subject to building or electrical codes). Signs listed in this section do not require a sign permit but shall still comply with the standards found in section Sec. 30-7. Construction and Maintenance Standards. All signs not requiring a sign permit shall comply with the associated size, timing and location standards listed in this section (30-4. – Exempt Signs) or shall require a permit, see 30-4(2).
 - (a) *Building identification or address*, as required for public safety, shall be located at all primary building entrances and on the mailbox. Numbers and letters shall be of a size visible from the street, between three and eight inches in height unless required to be larger for visibility by emergency services (buildings more than 50 feet from the road must be between eight and 18 inches in height). Building identification or addresses may be located on awnings.
 - (b) *Directional or instructional signs or symbols*, such as entrance, exit, caution, slow, direction arrows, etc. located on and pertaining to a parcel or development and not to exceed four square feet in area or containing any advertising.
 - (c) *Flags*, that are affixed to a flagpole or building mounted flagpole. Flagpoles may require building permits.
 - (d) *Government or public information signs*, any sign erected by or on the order of a public official or court in the performance of a public duty or to give notice of permit or pending action.
 - (e) *Incidental Signs or Signs of minimal area*,
 1. Signs, on a building or structure, which do not exceed two square foot in area and are not illuminated. Limited to two per parcel or lot.
 2. Signs on machines, equipment, fences, gates, walls, gasoline pumps, public telephones or utility cabinets which do not exceed a total of one square foot in area. Limited to two per parcel or lot.
 - (f) *Display boards*, display not to exceed four square feet and of a font size that is legible to a pedestrian.
 - (g) *Parking space signs*, including those in compliance with the Americans with Disabilities Act and other parking signs including, but not limited to, handicapped

parking, reserved parking, compact car spaces, expectant mother parking and parking for pickup orders. Not to exceed three square feet per parking space or meeting ADA requirements. The parking space sign must be posted at the parking space identified for that purpose.

- (h) *Permit board.* A freestanding device erected on a construction site for the sole purpose of providing a conspicuous display of and shelter for the permits required for construction activities being performed on such construction site. A permit board may display a contractor name or logo so long as such display does not exceed one square foot.
- (i) *Portable signs.* Any portable sign, not to exceed six square feet.
- (j) *Posted property signs.* Posted property signs, not to exceed 1½ square feet in area per sign and not exceeding two in number per lot. Such signs shall not be illuminated, and they shall not project over any public right-of-way.
- (k) Sandwich boards,
 - 1. As permitted by subsections 27-51(e)(4) and (5) for PWVL and PAL businesses.
 - 2. Located within commercial zoning districts only. One sandwich board sign, not exceeding 36 inches in height and 24 inches in width, may be located in front of each tenant space. Sandwich boards may not be placed within the right of way and must maintain at least 36 inches of walking space within pedestrian paths.
- (l) *Residential signs,* residentially zoned properties are allowed one non-illuminated ground or wall sign, not to exceed four (4) square feet in area. Freestanding signs may be no more than three (3) feet above grade. Signs may be no closer than 10 feet to a street property line and no closer than 7.5 feet to a side property line. The sign must not violate the visibility requirements of § 34-3131. Signs used for the purpose of supporting an event shall be removed within seven (7) days after the event has concluded.
- (m) *Tow away zone signs,* erected pursuant to and in compliance with F.S. § 715.07.
- (n) *Waterway signs,* directional signs along inland waterways.
- (o) *Window signs or information displayed on a window,* may not exceed 30 percent of the area of a window.
- (2) The owner or tenant of any property containing a sign which appears to be out of compliance with these above regulations may be required to submit an application for the sign in question. If the sign is in compliance with the above regulations for signs not requiring a permit, Section 30-4. Exempt Signs, the sign will be allowed to remain and no permit fee charged. If the sign is found to be out of compliance with Section 3-4. Exempt Signs, it will be reviewed per the appropriate regulations.

Sec. 30-5. Permitted Signs.

- (1) Commercial Districts. For the purposes of this section, commercial districts shall mean a property in Downtown, Santini, Commercial Office, Commercial Marina,

Commercial Resort, Santos, or Commercial Boulevard zoning districts. The following signs shall be permitted:

(a) *Permanent signs* shall comply with the following regulations and limitations:

1. Size.

- a. For a parcel of land containing one or two business establishments, each separate business establishment shall be allowed a maximum of 32 square feet of sign area.
- b. For a parcel of land containing three or more business establishments, each establishment shall be allowed a maximum of 16 square feet of sign area. An additional 32 square feet of sign area may be utilized to identify the commercial development.
- c. The maximum sign area provided herein may be allocated among a combination of allowable sign types.

2. Location and Design.

- b. Internal lighting. Buildings that are required to meet the commercial design standards in § 34-991-1010, shall not install internally lit box signs (see Figure 30-1). When internally lit signs are permitted for buildings that are not required to meet the commercial design standards, the sign face must be designed so that illumination occurs only on individual letters or symbols. An opaque background panel must be used so that the internal light only passes through the letters or symbols. This requirement also applies to all signs with changeable copy.
- a. Wall Signs
 - i. A wall sign shall not extend above the lowest edge of the building's eaves or above the highest horizontal members of the fence or wall to which it is attached.
 - ii. Wall signs may extend over public sidewalks provided they maintain a minimum clear height above sidewalks of eight feet and do not extend closer than two feet to an existing or planned curb and provide appropriate liability insurance in compliance with Sec. 30-13.
- d. Monument signs
 - i. The sign must be on private property and no portion extending beyond the property line.
 - ii. The sign may be no closer than three feet to any side property line.
 - iii. Height. The total height may not exceed five feet above finished grade, not measured from berms or raised landscaping beds.

- iv. Must be set back at least three feet from any public right-of-way or roadway easement; provided, however, that monument signs may be located in a lawfully developed landscaped median strip that is within a public or private right-of-way or easement where the holder(s) of the right-of-way or easement have consented to the location of the monument sign in such right-of-way or easement. Monument signs located in such median strips must be set back a minimum of two feet from the edge of the pavement and must not violate the visibility requirements of § 34-3131.
- e. Projecting Signs
 - i. A projecting sign shall not extend more than three feet above the lowest edge of the building's eaves.
 - ii. A projecting sign may extend over public sidewalks provided they maintain a minimum clear height above sidewalks of eight feet and do not extend closer than two feet to an existing or planned curb.
- (b) *Temporary signs*, a sign or banner, not exceeding 30 square feet, may be permitted on any property with an approved special event or as allowed by temporary sign permit.
 - 1. Temporary signs must meet the same setback requirements as a monument sign, if freestanding, or a wall signs, if attached to a building, and must not violate the visibility requirements of § 34-3131.
 - 2. Temporary signs are permitted for no more than 60 days annually.
- (c) *Exempt signs*, as described in Section 30-4 in this sign ordinance.
- (2) Residential Districts. For the purposes of this section, residential districts shall mean a property in Residential Single-Family, Residential Conservation, Residential Multifamily, Bay Beach or Village zoning districts. The following signs shall be permitted:
 - (a) *Permanent signs*. Each entrance to a development or subdivision may be permitted a single monument sign or up to two single-faced signs, one on each side of the entrance. The sign(s) shall be in compliance with the size and location requirements as well as all limitation.
 - 1. *Size and Location*.
 - a. The face of each permitted main entrance sign shall not exceed 25 square feet and shall not exceed five feet above finished grade, not measured from berms or raised landscaping beds.
 - b. A monument sign.
 - i. If located in the median strip of the entrance. The sign must be set back a minimum of 15 feet from the right-of-way of

the public access road and a minimum of five feet from the edge of the pavement of the entrance and exit lanes.

- c. One or two single-faced signs, equal in size, and located on one or both sides of the entranceway.
 - i. Must be set back a minimum of 5 feet from any property lines and the edge of pavement.

2. *Limitations and Design.*

- a. The condominium, subdivision or development shall have a property owners' association or similar entity which will be responsible for the maintenance of the sign.
- d. The sign should be incorporated into entrance features such as art, a wall or landscaping.

(c) *Exempt signs*, as described in Section 30-4 in this sign ordinance.

(3) Civic Districts. For the purposes of this section, civic districts shall mean a property in Institutional or Community Facility zoning districts. The following signs shall be permitted:

(a) *Permanent signs* shall comply with the following regulations and limitations:

1. *Size and Limitations.*

- a. For a parcel of land containing a single civic use the maximum allowable sign area shall be 25 square feet.
- b. Each additional civic use: baseball field, recreation center, swimming pool, annex, etc. may be allowed up to 16 additional square feet of signage.
- c. Maximum height of any monument sign shall not exceed five feet above finished grade, not measured from berms or raised landscaping beds.
- d. The maximum sign area provided herein may be allocated among a combination of allowable sign types.

2. *Location.*

- a. Any sign shall be set back 5 feet from any property line.

(b) *Temporary signs*, a sign or banner, not exceeding 30 square feet, may be permitted on any property with an approved special event or as allowed by a temporary sign permit.

- 1. Temporary signs may be no closer than 5 feet to any property line. The sign must not violate the visibility requirements of § 34-3131.
- 2. Temporary signs are permitted for no more than 60 days annually, provided, however, temporary signs used for the purpose of supporting an event shall be removed within seven (7) days after the event has concluded.

- (c) *Exempt signs*, as described in Section 30-4 in this sign ordinance.

Sec. 30-6. Measuring Signs.

- (1) Measuring sign area. Sign area shall be calculated in the following way:
 - (a) Sign within a framework or background shall be calculated as the area within that framework or background of the sign. The support for the sign, whether it be columns, a pylon, or a building or part thereof, shall not be included in a sign area.
 - (b) For wall signs, canopy signs or any other type of sign without a frame, the sign area shall be the area within a regular geometric shape that includes all letters, figures, graphics or other elements of the sign.
 - (c) For double-face or sandwich board signs, the area of the sign shall be calculated based on one sign face.
- (2) Measuring sign height. The height of a freestanding sign shall be calculated in the following way:
 - (a) The vertical height of a freestanding sign shall be the vertical distance measured from whichever is higher, the crown of the adjacent street or highest adjacent grade, not including berms or raised landscaping beds, to the highest point of the sign face or its supporting structural elements.

Sec. 30-7. Construction and Maintenance Standards.

- (1) *Generally.* All signs shall comply with the appropriate detailed provisions of the Florida Building Code relating to design, structural members, illumination and connections. All electrical work shall be Underwriters' Laboratories approved or be certified by an electrician licensed in accordance with article II of ch. 6 of this code. Signs shall also comply with the additional standards set forth in this section.
- (2) *Structural design.*
 - (a) The town manager or designee may require wind load calculations for signs prior to issuance of a permit.
 - (b) A wall must be designed for and have sufficient strength to support any sign that is attached thereto.
- (3) *Materials for monument signs.*
 - (a) All monument signs shall be self-supporting structures erected on and permanently attached to the ground.
 - (b) All wood permitted to be used, whether for new permanent signs, for replacement of existing permanent signs, or for any part thereof, shall be rot and termite-resistant through open-cell preservation methods as specified by the American Wood Preservation Association, or by any other open-cell preservation treatment approved by the Florida Building Code.
- (4) *Lighting.* Signs may be illuminated in compliance with the following:
 - (a) All electric signs shall be certified by a licensed electrical contractor that the sign meets the standards established by the Florida Building Code. All electric

signs shall be erected and installed by a licensed sign contractor. The electrical connection to a power source shall be performed by a licensed electrical contractor.

- (b) Externally illuminated signs may not cause glare to passing motorists, pedestrians or adjacent properties. Bulbs, lenses, or globes shall not be visible from outside of the property where the sign is located or from any right-of-way. See ch. 14 of this code for sea turtle lighting restrictions.
- (c) Sign lighting shall be in compliance with the lighting regulations found in section 34-1833(3)e.
- (5) *Supports and braces.* Metal supports or braces shall be adequate for wind loading. All metal wire cable supports and braces and all bolts used to attach signs to brackets or brackets and signs to the supporting building or structure shall be made of galvanized steel or of an equivalent corrosive-resistant material. All such sign supports shall be an integral part of the sign.
- (6) *Anchoring.* No sign shall be suspended by chains or other devices that will allow the sign to swing due to wind action. Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections.
- (7) *Maximum angle for double-faced signs.* Double-faced signs with opposing faces having an interior angle greater than 30 degrees shall not be permitted.
- (8) *Maintenance.* All visible portions of a sign and its supporting structure shall be maintained in a safe condition and neat appearance. If the sign is a lighted sign, all lights shall be maintained in working order and functioning in a safe manner. If the sign is a painted sign, the paint shall be kept in good condition. All signs will be kept in such manner as to constitute a complete sign at all times. The area immediately surrounding ground signs shall be kept clear of all unsightly vegetation or debris.

Sec. 30-8. - Prohibited signs.

The following signs are prohibited:

- (1) Any signs which are not designed, located, constructed or maintained in accordance with the provisions of this chapter, or which do not meet the requirements of all applicable Town of Fort Myers Beach, state and federal codes.
- (2) Signs that resemble any traffic control device, official traffic control signs or emergency vehicle markings.
- (3) Signs located at the intersection of any street right-of-way in such a manner as to obstruct free and clear vision, or at any location where, by reason of the position, shape or color, the sign may interfere with or obstruct the view of any authorized traffic sign, signal or device; or which make use of the word "stop," "look," "drive-in," "danger," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse vehicular traffic.
- (4) Animated signs except those displaying only cycling time or temperature.

- (5) Back-lit awnings. However, any business with an existing back-lit awning as of December 31, 2004, may continue to use that awning and may place or replace signage on that awning provided it otherwise conforms to this code. This right shall end if the business is discontinued or moved to a different location, or if the building is rebuilt or substantially improved.
- (6) Balloons or balloon signs.
- (7) Flying paraphernalia.-
- (8) Canopy signs.
- (9) Bench signs.
- (10) Emitting signs.
- (11) Inflatable objects.
- (13) Motion picture signs.
- (14) Obscene signs.
- (15) Parasite signs.
- (16) Pole signs.
- (17) Roof signs.
- (18) Signs with any lighting or control mechanism which causes radio, television or other communication interference.
- (19) Signs erected, constructed or maintained so as to obstruct or be attached to any firefighting equipment or any window, door or opening used as a means of ingress or egress or for firefighting purposes, or placed so as to interfere with any opening required for proper light and ventilation.
- (20) Signs which are placed on any curb, sidewalk, post, pole, hydrant, bridge, tree, or other surface located on public property or over or across any street or public street except as may otherwise expressly be authorized by this chapter.
- (21) Snipe signs.
- (22) Window signs which cover more than 30 percent of the window glass surface area.

Sec. 30-9. - Violation of chapter; penalty.

The town manager or designee is authorized to pursue any one or combination of the enforcement mechanisms provided in this code or by law for any violation of this chapter. Penalties may be assessed against any owner, agent, lessee, tenant, contractor, or any other person using the land, building or premises where such violation has been committed or shall exist; any person who knowingly commits, takes part in or assists in such violation; and any person who maintains any sign or sign structure in violation of this chapter or in a dangerous or defective condition.

Sec. 30-10. - Permits and Approvals.

- (1) *Permits.*

- (a) It shall be the duty of the town manager or designee, upon receipt of a completed sign permit application and appropriate fee, to examine such plans and specifications and other data and, if the proposed structure is in compliance with the requirements of this section and all other applicable provisions of this chapter, to issue a permit for the requested structure. Issuance of the permit shall in no way prevent the town manager or designee from later declaring the sign to be illegal if, upon further review of the information submitted with the application or of newly acquired information, the sign is found not to comply with the requirements of this chapter.
- (b) No sign permit or certificate of compliance shall be issued except in compliance with this chapter and any other applicable ordinances and laws or court decisions.
- (2) *Lapse.* A sign permit shall lapse automatically if the business license for the premises lapses, is revoked, or is not renewed. A sign permit shall also lapse if the business activity on the premises is discontinued for a period of 30 days and is not renewed within 30 days from the date written notice is sent from the town to the last permittee that the sign permit will lapse if such activity is not resumed. A sign permit shall also lapse if the sign for which it is issued either is not erected and/or placed within 180 days following the issuance of the sign permit or is removed for a period of 60 days. Once a sign permit has lapsed, it shall be considered void and a new application and review process shall be necessary in order to have the sign permit re-issued.
- (3) *Variances.* Requests for variances or deviations from the terms of this chapter shall be administered and decided in conformance with the requirements for variances and deviations which are set forth in ch. 34 of this LDC.
- (4) *Expiration of sign permit.* A sign permit shall expire and become null and void six months from the date of issuance, except that it may be extended for good cause by the town manager or designee.
- (5) *Inspections.* All signs for which a permit is required by this chapter must be inspected by the town to ensure compliance with this chapter and all other applicable regulations. Failure to obtain a final satisfactory inspection within the permit period or any renewal shall render the permit invalid, and the applicant shall be required to reapply for a permit or remove the sign or structure.

Sec. 30-11. - Nonconforming signs.

- (1) *Nonconforming sign compliance.* All signs that do not conform to the requirements of this chapter shall be considered nonconforming signs. All nonconforming signs shall be either removed or brought into conformity with this chapter no later than December 31, 2023. The owner of the real property on which such nonconforming signs exist shall be responsible for ensuring that such signs are removed or brought into conformity.
- (2) *Nonconforming sign permits.* Sign permits will not be issued for the alteration, replacement or repair of a nonconforming sign unless the requested modification brings the nonconforming sign into compliance.
- (3) *Exception.* Signs that have been designated as historically significant pursuant to section 30-12 - Designation of historically significant signs, shall not be considered to

be nonconforming signs. Such signs shall be governed by the provisions of section 30-12.

Sec. 30-12. - Designation of historically significant signs.

Any existing sign may be nominated for designation as historically significant as provided herein.

- (1) Nomination of a sign for designation as historically significant shall be made on an application provided by the director. The application should document the historical background of the sign.
- (2) The historic preservation board will hold a public hearing on the nomination and will use the historic preservation element of the town's comprehensive plan as a guideline to consider the nomination. The following criteria will be considered where applicable:
 - (a) Whether the sign is associated with historic person(s), event(s), or location(s);
 - (b) Whether the sign provides significant evidence of the history of the product, business or service represented;
 - (c) Whether the sign is characteristic of a specific historic period;
 - (d) Whether the sign is an outstanding example of the art of sign-making, through its craftsmanship, use of materials, and/or design; and
 - (e) Whether the sign is a local landmark that is popularly recognized as a focal point in the community.
- (3) The historic preservation board will, after hearing public comment, vote to recommend that the town council either approve or deny historically significant status to the nominated sign.
- (4) Following the historic preservation board public hearing, the town council will hold a public hearing to consider the nomination. In order to approve the designation of a sign as historically significant, the town council must find that the sign meets one or more of the criteria in § 30-12(2) and is consistent with the town comprehensive plan historic preservation element.
- (5) A sign that has been designated historically significant may remain as a legal nonconforming sign notwithstanding the provisions of Sec. 30-11 Nonconforming signs. If a sign that has been designated as historically significant is damaged or destroyed, it may be reconstructed, but such reconstruction must duplicate in all respects the sign that was damaged or destroyed.

Sec. 30-13. Liability Insurance.

- (1) Liability insurance required. No permitted sign located on or projecting over a public right-of-way shall be erected unless an insurance policy shall have been filed for public liability with a limit determined by the Town of Fort Myers Beach.
 - (a) Such policy shall be issued by an insurance company authorized to do business in the State of Florida and acceptable to the Town Manager.

- (b) The policy shall name the Town of Fort Myers Beach as a co-insured and shall require 30 days' written notice to the Town before modification or cancellation.
- (c) Such policy shall protect and hold the Town harmless from any and all claims or demands for damages by reason of any negligence of the sign hanger, contractor, property owner or occupants or their respective agents; or by reason of defects in the construction, or damages resulting from the collapse, failure or combustion of the sign or parts thereof.
- (d) The policy shall be maintained so long as the sign in question remains erected.

Sec. 30-14. - Severability.

- (1) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter is declared unconstitutional by a final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter.
- (2) *Severability where less speech results.* This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. The town council specifically intends that severability shall be applied to these sign regulations even if the result would be to allow less speech in the town, whether by subjecting currently exempt signs to permitting or by some other means.
- (3) *Severability provisions pertaining to prohibited signs.* This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. The town council specifically intends that severability shall be applied to section 30-5, "Prohibited signs," so that each of the prohibited sign types listed in that section shall continue to be prohibited irrespective of whether another sign prohibition is declared unconstitutional or invalid.
- (4) *Severability of prohibition on off-premises signs and commercial advertising signs.* This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. If any or all of chapter 30 "Signs," or any other provision of the Town's Code is declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction:



**Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT**

To: Town of Fort Myers Beach Town Council
From: Sarah Propst, Community Development
Date: January 9, 2022
Re: Sign Ordinance

Background

Staff was directed to update the Town's Sign Ordinance to ensure that it meets all current legal requirements. In the past several years signs have been the topic of several court decisions and it appears more court decisions may be on the horizon. The most notable issue is that of ensuring content neutral code language, meaning that the information on the sign must not be tied to the approval of the sign. In addition to resolving some potential legal issues with the code, this new ordinance is reorganized to make it more user friendly, it clarifies some unclear language, and it also corrects code references which are outdated.

Proposed Solution

Due to the many changes that were undertaken in this code the old language will be completely struck through and new language will completely replace it. Some of the previous language will be included and many of the existing code size limitations and setbacks have been incorporated into the new language.

The new ordinance divides the requirements into zoning classifications with no reference to the purpose of the signs. The new classifications are:

Commercial: this classification includes land that is within the Downtown, Santini, Commercial Office, Commercial Marina, Commercial Resort, Santos, or Commercial Boulevard zoning districts.

Residential: this classification includes land that is within the Residential Single-Family, Residential Conservation, Residential Multifamily, Bay Beach, or Village zoning districts.

Civic: this classification includes land that is within the Community Facilities or Institutional zoning districts.



These classifications are allowed a certain number, size and type of signs, in addition to any exempt signs that are allowed without a permit.

Exempt signs are retained but have been reduced to eliminate some content specific language and overlap. Sandwich boards and portable signs are considered exempt and are allowed, up to a certain size and meeting other requirements. The new exempt section also includes direction on what should occur if a sign appears to be out of compliance with the regulations that allow the exemption.

This code allows all residentially zoned properties to have a single, exempt, non-illuminated, four (4) square foot ground or wall sign. In previous hearings, the Council was not in favor of allowing residential signage because there were no time limits on how long the signs could be up. The other option available would be to allow temporary signs, with a permit. The temporary signs could be limited to a certain number of days, however restricting the number of days could be problematic for real estate signs. To stay content neutral, the code cannot differentiate between sign types by excluding time limits on real estate signs. The current code allows commercial and civic zoning classifications a temporary sign; temporary signs require an application to be permitted and may include banners, which were previously prohibited. Temporary signs are allowed for a certain number of days per year and if a temporary sign is associated with an event, the sign is to be removed within seven days of the event.

A new section included in this ordinance is a requirement for liability insurance for any signs that encroach over a public right of way. This will protect the Town in an instance where a sign fails and causes any impacts to the right of way.

Attachments

Exhibit A – Proposed Sign Ordinance Language

Exhibit B – Existing Sign Ordinance Language

Chapter 30 - SIGNS

Sec. 30-1. - Purpose and intent of chapter.

The town council finds and declares:

- (1) An excess of signs causes a visual blight on the appearance of the town by detracting from views of structures and open space. This visual blight adversely affects the aesthetic quality of life and traffic safety on Fort Myers Beach for residents, businesses, pedestrians, and persons in vehicles. In order to promote the appearance of the town, while protecting the rights of sign owners to expression and identification, the regulation of existing and proposed signs is necessary to protect the public health, safety and general welfare.
- (2) The purpose of this chapter is to encourage signs which are integrated with and harmonious to the building and sites which they occupy, to eliminate excessive and confusing sign displays, to preserve and improve the appearance of the town as a place in which to live and work and as an attraction to nonresidents who come to visit or trade, and to restrict signs which increase the probability of accidents by distracting attention or obstructing vision.
- (3) This chapter provides minimum standards to safeguard life, safety, property, and public welfare by regulating size, construction location, electrification, operation and maintenance of all signs and sign structures exposed to public view within the town. These standards are content-neutral and regulate based on the form, and not the content, of signs. The visual appearance and traffic safety of the town cannot be achieved by measures less restrictive than the procedures and standards of this chapter.
- (4) It is the intent of the town council that protection of First Amendment rights shall be afforded by these sign regulations. Accordingly, any sign, display or device permitted under these regulations may contain, in lieu of any other copy, any otherwise lawful noncommercial message that complies with all other requirements of this code. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this code.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-2. - Definitions and rules of construction.

- (a) In case of any difference of meaning or implication between the text of this chapter and any other law or regulation, this chapter shall control.
- (b) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alteration. Any change in copy, color, size or shape, which changes appearance of a sign, or a change in position, location, construction, or supporting structure of a sign, except that a copy change on a sign specifically designed for the use of replaceable copy, e.g., a reader board with changeable letters, is not an alteration.

Animated sign. Any sign, including electronic, laser, video or digital displays, that uses movement or change of lighting to depict action or create a special effect or scene. Electronic message boards, electronic changing message centers, and any signs with flashing lights are considered to be animated signs.

Awning sign. Any sign consisting of letters which are painted or installed on a lawful awning, but not including a back-lit awning.

Back-lit awning. An awning with a translucent covering material and a source of illumination contained within its framework.

Balloon sign. One or more balloons, with or without messages or illustrations, that are used as a temporary or permanent sign or as a means of directing attention to a business or organization or to a commodity, service or entertainment.

Banner. A temporary sign of flexible plastic, cloth, or any other fabric, either enclosed or not enclosed in a rigid frame that is secured or mounted to allow movement caused by the atmosphere, including "streamer" and "pennants" but not including flags.

Bench sign. A sign that is painted on or attached to any part of a bench, seat, or chair placed on or adjacent to a public street, public plaza or beach access.

Building numbers. The building number assigned by Lee County as the official premises address, painted or affixed to a building, mailbox or similar structure.

Building official. The same officer as appointed by the town manager through § 6-44.

Business information sign. Any sign containing the name or address of a building and may include hours of operation, information to customers such as business hours and telephone number, "open" and "closed," "shirts and shoes required," "no soliciting," "no loitering," emergency information, professional and trade association information and credit card information.

Canopy. A permanent roof-like shelter open on four sides, to protect an area from the elements, such as over gasoline pumps.

Canopy sign. Any permanent sign attached to or constructed in, on, or below a canopy.

Commercial message. Any sign, wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity. For purposes of this chapter, terms such as sale, special, clearance, or other words which relate to commercial activity shall be deemed to be commercial messages. The identification by name of an apartment or condominium development on a residential sign at the apartment or condominium development site shall not be considered to be a commercial message.

Construction sign. A temporary sign identifying a construction project and the persons, firms, or businesses participating in the construction project.

Development identification sign. A permanent sign, which is either a freestanding sign or a sign located on a subdivision entry feature or perimeter wall, at a main entrance to a subdivision or development, identifying the name of the development or subdivision.

Directional sign. Any sign which serves solely to designate the location of or direction to any place, activity, facility, or area and contains no commercial message.

Double-faced sign. A single plane with items of information identical on both sides and mounted as a single structure.

Election sign. A sign temporarily installed in the ground or attached to a building relating to the election of a person to a public office or relating to a matter to be voted upon at a federal, state or local election.

Emitting sign. A sign designed to emit visible smoke, vapor, particles, or odor, or a sign which produces noise or sounds capable of being heard, even though the sounds produced may not be understandable.

Face of sign. The entire area of a sign on which copy could be placed.

Flag. Any fabric or bunting used as a symbol (as of a nation, government, political subdivision or other entity) or as a signaling device.

Freestanding sign. Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building, wall, fence, vehicle, or object other than the sign structure for support.

Frontage. The distance measured along a public street right-of-way or a private street easement between the points of intersection of the side lot lines with the right-of-way of the easement line.

Government sign. Any sign erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance or other governmental regulation.

Illuminated sign. Any electrically operated sign or any sign for which an artificial source is used in order to make readable the sign's message, including internally and externally lighted signs and reflectorized, glowing, or radiating signs.

Incidental sign. A sign, generally informational, that has a purpose that is secondary to the use of the site on which it is located, such as "No Parking," "Entrance," "Exit," "Telephone," "Open," "Beware of Dog," "No Trespassing" "Welcome," and other similar directives. The term incidental sign shall not include a sign designed to be transported by means of wheels, a sandwich-board sign, or a skid-mounted sign, regardless of the nature of the information that such sign may contain.

Inflatable object. An object of any shape that is expanded or capable of expansion by means of air or gas, such as a balloon, wind sock, or air tube, and which is used as a means of attracting attention to a site, product or event.

Licensed contractor. A person holding a valid contractor's license issued by the Lee County Construction Board.

Maintain. To preserve from decline, keep in an existing state or retain in possession or control.

Menu display box. A small plaque or display case, not exceeding four square feet in area and four inches in depth, located on an exterior building wall that displays a restaurant's menu near its entrance for the convenience of potential patrons who arrive on foot.

Monument sign. A freestanding sign with internal structural supports, where the height from the ground to the highest point on the sign is less than the sign's greatest horizontal dimension.

Motion picture sign. A sign capable of displaying moving pictures or images in conjunction with an outdoor advertising structure, accessory sign, or advertising statuary visible from any public street or sidewalk.

Nameplate sign. A non-illuminated identification sign indicating only the name, address, and/or occupation of an occupant or group of occupants of a building.

Noncommercial sign. A sign which contains no commercial message.

Open house sign. A sign identifying property for sale, rent or lease and temporarily open for inspection.

Off-premises sign. Any sign normally used for promoting a business, individual, products, or service available somewhere other than the premises where the sign is located. A sign containing a noncommercial message shall not be considered to be an off-premises sign.

Parasite sign. Any sign not exempted by this chapter, for which no permit has been issued, and which is hung from, attached to or added onto an existing sign.

Permit board. A freestanding device erected on a construction site for the sole purpose of providing a conspicuous display of and shelter for the permits required for construction activities being performed on such construction site. A permit board may display a contractor name or logo so long as such display does not exceed one square foot.

Pole sign. A freestanding sign supported by an exposed structure of poles or other supports where the height of the exposed sign supports extends more than 18 inches from the ground to the bottom of the sign. A freestanding sign that meets this chapter's requirement for a monument sign is not considered to be a pole sign.

Portable sign. Any movable sign not permanently attached to the ground or a building.

Projecting sign. A sign which is attached to a building and projects more than 18 inches above, below, or outward from, and is supported by, a wall, parapet, or ceiling of a building.

Public body. Any government or governmental agency of the United States, the state, the county, or the Town of Fort Myers Beach.

Real estate sign. A temporary sign which advertises the sale, exchange, lease, rental, or availability of the parcel, improved or unimproved, upon which it is located.

Residential sign. Any sign, not otherwise defined or regulated in this chapter as an allowed sign in a residential zoning district, that is located in a district zoned for residential uses and does not contain any commercial message.

Roof sign. Any sign erected upon a roof or roof-mounted equipment. Signs placed flat against the steep slope of a mansard roof will not be considered roof signs.

Sandwich-board sign. An easily moveable sign not attached to the ground that is supported by its own frame which generally forms the cross-sectional shape of an A. For purposes of this code, sandwich signs are not considered portable signs.

Sign. Any name, figure, character, outline, display, announcement, or device, or structure supporting the same, or any other device of similar nature designed to attract attention or convey a message outdoors, and shall include all parts, portions, units, and materials composing the same, together with the frame, background, and supports or anchoring thereof.

Sign face. An exterior display surface of a sign including nonstructural trim exclusive of the supporting structure.

Snipe sign. A sign of any material, including paper, cardboard, wood, and metal, when tacked, nailed, or attached in any way to trees, telephone poles, or other objects located or situated on a public road right-of-way, or any sign which is installed on property without the permission of the property owner.

Special event sign. A temporary sign announcing a social function, promotional, or fundraising event, sponsored by a private, not-for-profit, or governmental entity which is open to the public, and which is distinct from the usual and customary business day functions of the organization.

Temporary sign. A sign displayed for a fixed, terminable length of time. Temporary signs are intended to be removed after the temporary purpose has been served. Included are for sale, lease or rent signs, political signs, service signs, special event signs, construction signs, directional signs to special or temporary events and signs of a similar nature.

Vehicle sign. Any sign permanently or temporarily attached to or placed on a vehicle, including a motor vehicle, boat, trailer, or bicycle or human-powered vehicle, where the vehicle is parked so as to be visible from the public right-of-way or parked on public property so as to clearly provide a

commercial message close to the public right-of-way, unless said vehicle is used by a proprietor or employee of the business for the purpose of commuting between the business location and home or is used in the usual course or operation of a business. Factors to be considered in determining whether a vehicle is used in the usual course or operation of a business shall include, but not be limited to, whether the vehicle is inoperable, whether the vehicle has a current registration in the State of Florida, the role the vehicle plays in the business, the frequency with which the vehicle is used in the operation of the business, and whether the size of the sign makes it impractical or dangerous to operate the vehicle. Any sign bearing a commercial message that is attached to or painted on a vehicle that is routinely parked or otherwise located on a site or sites other than the site where the business is located, or a sign whose size makes it impractical or dangerous to operate the vehicle shall be presumed to be a prohibited vehicle sign.

Wall sign. Any sign attached to or painted on the wall of a building or structure and extending no more than 18 inches outward from the wall in a plane approximately parallel to the plane of said wall.

Window sign. Any sign viewable through and/or affixed in any manner to a window or exterior glass door such that it is viewable from the exterior, including signs located inside a building but visible primarily from the outside of the building.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Cross reference— Definitions and rules of construction generally, app. A, § 1-2.

Sec. 30-3. - Reserved.

Sec. 30-4. - Applicability of chapter.

- (a) *Generally.* Except as otherwise provided in this chapter, it shall be unlawful for any person to erect, construct, enlarge, move, or convert any sign in the Town of Fort Myers Beach, or cause such work to be done, without first obtaining a sign permit for each such sign as required by this chapter.
- (b) *Exceptions.*
 - (1) This chapter shall not apply to any sign erected by the federal, state, county, or Town of Fort Myers Beach government or to the placement of temporary signs not exceeding eight square feet in area within a right-of-way for purposes of business identification or access location, when necessitated by road construction and when authorized by the county or town.
 - (2) The following activities shall not be considered the creation of a sign:
 - a. *Change of copy.* Changing the copy on existing signs.
 - b. *Maintenance.* Painting, repainting, cleaning, or other normal maintenance and repair of a sign not involving change of copy, structural or electrical changes.
 - c. *Window displays.* Changes in the content of show window displays, provided all such displays are within the building.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-5. - Prohibited signs.

The following signs are prohibited:

- (1) Any signs which are not designed, located, constructed or maintained in accordance with the provisions of this chapter, or which do not meet the requirements of all applicable Town of Fort Myers Beach, state and federal codes.

- (2) Signs that resemble any traffic control device, official traffic control signs or emergency vehicle markings.
- (3) Signs located at the intersection of any street right-of-way in such a manner as to obstruct free and clear vision, or at any location where, by reason of the position, shape or color, the sign may interfere with or obstruct the view of any authorized traffic sign, signal or device; or which make use of the word "stop," "look," "drive-in," "danger," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse vehicular traffic.
- (4) Animated signs except those displaying only cycling time or temperature.
- (5) Back-lit awnings. However, any business with an existing back-lit awning as of December 31, 2004, may continue to use that awning and may place or replace signage on that awning provided it otherwise conforms to this code. This right shall end if the business is discontinued or moved to a different location, or if the building is rebuilt or substantially improved.
- (6) Balloons or balloon signs.
- (7) Banners, pennants, or other flying paraphernalia, except as permitted in section 30-141 (Temporary signs).
- (8) Canopy signs.
- (9) Bench signs.
- (10) Emitting signs.
- (11) Inflatable objects.
- (13) Motion picture signs.
- (14) Obscene signs.
- (15) Off-premises signs.
- (16) Parasite signs.
- (17) Pole signs.
- (18) Portable signs.
- (19) Roof signs.
- (20) Sandwich-board signs. Except as permitted by subsections 27-51(c)(4) and (5) for PWVL and PAL businesses.
- (21) Signs with any lighting or control mechanism which causes radio, television or other communication interference.
- (22) Signs erected, constructed or maintained so as to obstruct or be attached to any firefighting equipment or any window, door or opening used as a means of ingress or egress or for firefighting purposes, or placed so as to interfere with any opening required for proper light and ventilation.
- (23) Signs which are placed on any curb, sidewalk, post, pole, hydrant, bridge, tree, or other surface located on public property or over or across any street or public street except as may otherwise expressly be authorized by this chapter.
- (24) Snipe signs.
- (23) Vehicle signs.
- (24) Window signs which cover more than 30 percent of the window glass surface area.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-6. - Exempt signs.

The following signs are exempt from the permitting requirements of this chapter:

- (1) *Awning signs.* Awning signs consisting of one line of letters or building or address numbers on the hanging border, or an identification emblem, insignia, initial, or other feature not exceeding an area of eight square feet painted or installed elsewhere on an awning.
- (2) *Building numbers.* Posted building numbers must be between three and eight inches high for detached dwellings and for individual businesses, institutional, and multifamily buildings. Numbers on buildings that are set back more than 50 feet from the street must be between eight and 18 inches high. If the building number is prominently displayed on an identification sign for a multiple occupancy complex, the number need not be repeated for individual businesses within that complex.
- (3) *Business information signs.* Business information signs, provided that such signs are posted on the entrance doors or within a window.
- (4) Flags that contain no commercial message.
- (5) *Garage sale signs.* Garage sale signs, provided they are erected not more than 24 hours prior to the sale and are removed within 72 hours of the time they were erected.
- (6) *Government and public safety signs.* Governmental signs for control of traffic and other regulatory purposes, street signs, danger signs, signs of public service companies indicating danger, "no parking" signs, and aids to service or safety which are erected by or on the order of a public official in the performance of his public duty.
- (7) Incidental signs not exceeding two square feet in area per sign and limited to two signs per parcel or lot. Additional incidental signs shall require a permit for each such additional sign.
- (8) Instructional signs or symbols located on and pertaining to a parcel of private property, not to exceed four square feet in area per sign.
- (9) *Interior signs.* Signs located within the interior of any building, or within the inner or outer lobby, court, or entrance of any theater. This does not, however, exempt such signs from the structural, electrical, or material specifications as set out in this code and the Florida Building Code.
- (10) *Legal notices.* Legal notices and official instruments.
- (11) *Memorial signs or tablets.* Memorial signs or tablets, names of buildings, and date of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.
- (12) *Nameplates.* Any sign not exceeding 1½ square feet in area per sign and not exceeding two in number per lot. Such signs shall not be illuminated, and they shall not project over any public right-of-way.
- (13) *Posted property signs.* Posted property signs, not to exceed 1½ square feet in area per sign and not exceeding two in number per lot. Such signs shall not be illuminated, and they shall not project over any public right-of-way.
- (14) *Public information signs.* Any sign used for public information or direction erected either by or at the direction of a public body.
- (15) Real estate, open house, and model signs.
- (16) Sandwich-board signs, but only as permitted by subsections 27-51(c)(4) and (5) for PWVL and PAL businesses.
- (17) *Signs incorporated on machinery or equipment.* Signs incorporated on machinery or equipment at the manufacturer's or distributor's level, which identify or advertise only the product or service dispensed by the machine or equipment, such as signs customarily affixed to vending machines, newspaper racks, telephone booths, and gasoline pumps.
- (18) Special event signs.

Exhibit B – Existing Sign Ordinance

- (19) Symbols or insignia of religious orders, historical agencies, or identification emblems of religious orders or historical agencies, provided that no such symbol, plaque or identification emblem shall exceed 16 square feet in area.
- (20) *Temporary signs.* Temporary election signs, special event signs, and real estate signs as provided in § 30-141.
- (21) Tow away zone signs erected pursuant to and in compliance with F.S. § 715.07.
- (22) *Warning signs.* Signs warning the public or the existence of danger, to be removed upon subsidence of danger.
- (23) *Waterway signs.* Directional signs along inland waterways.
- (24) *Window signs.* Interior window signs which identify or advertise activities, services, goods, or products available within the building.
- (25) In single-family residential zoning districts, no more than one residential sign, in addition to any directional signs, flags, incidental signs and temporary signs that may be otherwise allowed, shall be erected or located on the site and shall not exceed four square feet in sign area and, if freestanding, five feet in height.
- (26) In multifamily zoning districts, one residential sign per street frontage of the site, in addition to any directional signs, flags, incidental signs and temporary signs that are otherwise allowed, shall be located on the site; provided, however, that in no event shall the total number of such signs exceed two per site. The maximum sign area for each residential sign shall be 16 square feet and, if freestanding, the maximum height shall not exceed eight feet.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-7. - Reserved.

Editor's note— Ord. No. 11-01, § 2(Exh. A), adopted Apr. 18, 2011, deleted § 30-7 entitled "Parking of advertising vehicles."

Secs. 30-8—30-50. - Reserved.

Sec. 30-51. - Violation of chapter; penalty.

The town manager or designee is authorized to pursue any one or combination of the enforcement mechanisms provided in this code or by law for any violation of this chapter. Penalties may be assessed against any owner, agent, lessee, tenant, contractor, or any other person using the land, building or premises where such violation has been committed or shall exist; any person who knowingly commits, takes part in or assists in such violation; and any person who maintains any sign or sign structure in violation of this chapter or in a dangerous or defective condition.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-52. - Reserved.

Sec. 30-53. - Powers and duties of town manager.

- (a) *Generally.* The town manager is hereby authorized and directed to administer and enforce the regulations and procedures and to delegate the duties and powers granted to and imposed upon him under this chapter.

(b) *Specific powers and duties.*

(1) *Issuance or denial of permits and certificates.*

- a. It shall be the duty of the town manager or designee, upon receipt of a completed application for a sign permit, to examine such plans and specifications and other data and, if the proposed structure is in compliance with the requirements of this section and all other applicable provisions of this chapter, to issue to the applicant a written permit evidencing the applicant's compliance therewith. Permits shall be issued within 15 days of receipt of a complete application. Issuance of the permit shall in no way prevent the town manager or designee from later declaring the sign to be illegal if, upon further review of the information submitted with the application or of newly acquired information, the sign is found not to comply with the requirements of this chapter.
- b. No sign permit or certificate of compliance shall be issued except in compliance with this chapter and any other applicable ordinances and laws or court decisions.

(2) *Lapse.* A sign permit shall lapse automatically if the business license for the premises lapses, is revoked, or is not renewed. A sign permit shall also lapse if the business activity on the premises is discontinued for a period of 30 days and is not renewed within 30 days from the date written notice is sent from the town to the last permittee that the sign permit will lapse if such activity is not resumed. A sign permit shall also lapse if the sign for which it is issued either is not erected and/or placed within 180 days following the issuance of the sign permit or is removed for a period of 60 days. Once a sign permit has lapsed, it shall be considered void and a new application and review process shall be necessary in order to have the sign permit re-issued.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-54. - Variances.

Requests for variances or deviations from the terms of this chapter shall be administered and decided in conformance with the requirements for variances and deviations which are set forth in ch. 34 of this LDC.

Sec. 30-55. - Permits; inspections.

(a) *Sign permit required; modifications.*

- (1) Except as otherwise provided for in this chapter, no sign shall be located, placed, erected, constructed, altered, replaced, enlarged, moved or converted in the Town of Fort Myers Beach, without first obtaining a sign permit.
- (2) In the event a sign is located, installed or maintained upon real property in the Town of Fort Myers Beach without any required permits, after the expiration or lapse of a sign permit, or otherwise in violation of the requirements of this chapter, the owner of the real property where the sign is located shall be responsible for the prompt removal of such sign and shall be responsible for and subject to all fines or penalties resulting from such violation.

(b) *Application for sign permit.* In order to obtain a permit to erect, alter or relocate any sign under the provisions of this chapter, an applicant therefore shall submit to the town a sign permit application, which shall include:

(1) *A completed application form that includes the following:*

- a. The name, address and telephone number of the applicant.
- b. The name, address and telephone number of the person constructing the sign, as well as the name, address and telephone number of the owner of the sign.

- c. Information as to the type of sign to be erected, e.g., monument, projecting or wall sign; illuminated or non-illuminated; temporary or permanent.
 - d. The approximate value of the sign to be installed, including the installation cost, and information concerning the design of the sign and the copy that will appear on the sign.
- (2) *A site location plan that includes the following:*
- a. Location by street address and legal description (tract, block and lot) of the building, structure, or lot where the sign is to be erected or installed.
 - b. A fully dimensioned plot plan, to scale, indicating the location of the sign relative to property lines, rights-of-way, streets, easements, sidewalks, and other buildings or structures on the premises, as well as the location, size and type of any other existing signs whose construction requires a sign permit.
 - c. A sea turtle lighting plan for all lighted signs that are visible from the beach, including signs that are within buildings.
 - d. A landscape plan for sign installations that will include landscaping.
- (3) *Application fee.* Applications for a permit to erect, construct, alter or extend a sign or sign structure shall be accompanied by a fee in the amount established by the town council.
- (4) A drawing to scale showing the design of the sign, including dimensions, sign size, method of attachment, and source of illumination, and showing the relationship to any building or structure to which it is or is proposed to be installed or affixed.
- (5) Plans indicating the scope and structural detail of the work to be done, including details of all connections, supports, footings and materials to be used.
- (6) Where determined to be necessary, a copy of stress sheets and calculations indicating that the sign is properly designed for dead load and wind pressure in any direction.
- (7) Where determined to be necessary, a listing of all materials to be utilized in the construction of the sign, or, in the alternative, a statement that all materials are in compliance with the Florida Building Code.
- (8) If applicable, an application, and required information for such application, for an electric permit for all signs that include electrical components. Electrical components must be UL-approved and installed in conformance with the listing.
- (9) All signs, except exempt signs and certain temporary signs, are required to be installed or erected only by a licensed sign contractor or licensed electrical sign contractor. All persons engaged in the business of installing or maintaining signs involving, in whole or part, the erection, alteration, relocation or maintenance of a sign or other sign work in or over or immediately adjacent to a public right-of-way or public property if used or encroached upon by the sign installer shall agree to hold harmless and indemnify the Town of Fort Myers Beach and its officers, agents and employees from any and all claims of negligence resulting from the erection, alteration, relocation or maintenance of a sign or other sign work.
- (10) *Expiration of sign permit.* A sign permit shall expire and become null and void six months from the date of issuance, except that it may be extended for good cause by the town manager or designee.
- (11) *Inspections.* All signs for which a permit is required by this chapter must be inspected by the town to ensure compliance with this chapter and all other applicable regulations. Failure to obtain a final satisfactory inspection within the permit period or any renewal shall render the permit invalid, and the applicant shall be required to reapply for a permit or remove the sign or sign or structure.

- (12) *Identification number.* All signs that were issued a permit after September 13, 1999 must have the sign permit number affixed to the upper right corner of the sign. The town will maintain digital photographs of all signs in the town in Town Hall.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-56. - Nonconforming signs.

- (a) *Nonconforming sign compliance.* All signs that do not conform to the requirements of this chapter shall be considered to be nonconforming signs. All nonconforming signs shall be either removed or brought into conformity with this chapter no later than December 31, 2011. The owner of the real property on which such nonconforming signs exist shall be responsible for ensuring that such signs are removed or brought into conformity.
- (b) *Nonconforming sign permits.* Sign permits will not be issued for the alteration, replacement or repair of any nonconforming signs.
- (c) *Exception.* Signs that have been designated as historically significant pursuant to section 30-57 below, shall not be considered to be nonconforming signs. Such signs shall be governed by the provisions of section 30-57.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-57. - Designation of historically significant signs.

Any existing sign may be nominated for designation as historically significant as provided herein.

- (1) Nomination of a sign for designation as historically significant shall be made on an application provided by the director. The application should document the historical background of the sign.
- (2) The historic preservation board will hold a public hearing on the nomination and will use the historic preservation element of the town's comprehensive plan as a guideline to consider the nomination. The following criteria will be considered where applicable:
- a. Whether the sign is associated with historic person(s), event(s), or location(s);
 - b. Whether the sign provides significant evidence of the history of the product, business or service represented;
 - c. Whether the sign is characteristic of a specific historic period;
 - d. Whether the sign is an outstanding example of the art of sign-making, through its craftsmanship, use of materials, and/or design; and
 - e. Whether the sign is a local landmark that is popularly recognized as a focal point in the community.
- (3) The historic preservation board will, after hearing public comment, vote to recommend that the town council either approve or deny historically significant status to the nominated sign.
- (4) Following the historic preservation board public hearing, the town council will hold a public hearing to consider the nomination. In order to approve the designation of a sign as historically significant, the town council must find that the sign meets one or more of the criteria in § 30-57(2) and is consistent with the town comprehensive plan historic preservation element.
- (5) A sign that has been designated historically significant may remain as a legal nonconforming sign notwithstanding the provisions of § 30-56 (Nonconforming signs). If a sign that has been designated as historically significant is damaged or destroyed, it may be reconstructed, but such reconstruction must duplicate in all respects the sign that was damaged or destroyed.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Secs. 30-58—30-90. - Reserved.

Sec. 30-91. - Computation of sign area.

- (a) The area of a sign shall include all lettering, wording and accompanying designs and symbols together with the background, whether open or enclosed, on which they are displayed, but not including any supporting framework and bracing which are incidental to the display. The sign area shall be measured from the outside edges of the sign or the sign frame, whichever is greater, excluding the area of any supporting structures that are not part of the display.
- (b) When a single sign structure is used to support two or more signs, or unconnected elements of a single sign other than individual letters or symbols, sign area shall be computed on each sign face in the same manner as the sign area of a single sign. If the faces of a multi-faced sign are separated at any point by more than 18 inches, then each sign face shall constitute a separate sign.
- (c) The area of a double-faced sign shall be computed on only one side; provided, however, that where both sides are unequal in size, the area for the larger side shall be used.
- (d) Where a sign consists of individual letters or symbols attached to or painted on a surface, building wall or window, the area shall consist of the single smallest rectangle or other regular geometric shape which encompasses all of the letters and symbols, including the sign background.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-92. - Measurement of sign height.

The vertical height of a freestanding sign shall be the vertical distance measured from the highest adjacent grade or the crown of the adjacent street, whichever is higher, to the highest point of the sign face or its supporting structural elements.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-93. - Location.

- (a) *Visibility triangle.* No sign shall be erected that would impair visibility at a street intersection or driveway entrance as described in § 34-3131 of this code.
- (b) *Street setbacks.* No sign or portion of a sign shall be erected closer than three feet to any sidewalk or bike path or to any street right-of-way unless at least eight feet of vertical clearance is maintained.
- (c) *Signs near the beach.* Other portions of this code may affect the location or lighting of signs. For example:
 - (1) Signs are permitted in the EC zoning district only if approved through the special exception process or as a deviation in the planned development zoning process (see § 6-366(b)), or where explicitly permitted by §§ 14-5 or 27-51. Where signs are permitted by § 27-51, equivalent signs containing noncommercial messages may be substituted.
 - (2) A sea turtle lighting plan is required for new signs with artificial light sources that are visible from the beach, including signs that are within buildings. Guidelines for ensuring that sea turtle nesting habitat will not be directly or indirectly illuminated are found in § 14-79.
- (d) *Clearance from power lines.* Signs shall be located no closer than ten feet from all overhead electrical lines and conductors and no closer than three feet from all secondary voltage service drops.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-94. - Construction standards.

- (a) *Generally.* All signs shall comply with the appropriate detailed provisions of the Florida Building Code relating to design, structural members, illumination and connections. All electrical work shall be Underwriters' Laboratories approved or be certified by an electrician licensed in accordance with article II of ch. 6 of this code. Signs shall also comply with the additional standards set forth in this section.
- (b) *Structural design.*
 - (1) The town manager or designee may require wind load calculations for signs prior to issuance of a permit.
 - (2) A wall must be designed for and have sufficient strength to support any sign that is attached thereto.
- (c) *Materials for monument signs.*
 - (1) All monument signs shall be self-supporting structures erected on and permanently attached to the ground.
 - (2) All wood permitted to be used, whether for new permanent signs, for replacement of existing permanent signs, or for any part thereof, shall be rot and termite-resistant through open-cell preservation methods as specified by the American Wood Preservation Association, or by any other open-cell preservation treatment approved by the Florida Building Code.
- (d) *Electric signs.*
 - (1) All electric signs shall be certified by a licensed electrical contractor that the sign meets the standards established by the Florida Building Code. All electric signs shall be erected and installed by a licensed sign contractor. The electrical connection to a power source shall be performed by a licensed electrical contractor.
 - (2) Artificial light used to illuminate any sign from outside the boundaries of the sign shall be screened in a manner which prevents the light source from being visible from any abutting right-of-way or adjacent property. See ch. 14 of this code for sea turtle lighting restrictions.
 - (3) All externally illuminated signs must also comply with the technical standards for lighting found in § 34-1833.
- (e) *Supports and braces.* Metal supports or braces shall be adequate for wind loading. All metal wire cable supports and braces and all bolts used to attach signs to brackets or brackets and signs to the supporting building or structure shall be made of galvanized steel or of an equivalent corrosive-resistant material. All such sign supports shall be an integral part of the sign.
- (f) *Anchoring.* No sign shall be suspended by chains or other devices that will allow the sign to swing due to wind action. Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections.
- (g) *Maximum angle for double-faced signs.* Double-faced signs with opposing faces having an interior angle greater than 30 degrees shall not be permitted.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-95. - Sign identification and marking.

Unless specifically exempted from permit requirements of this chapter, all signs shall be photographed and filed with permit numbers in Town Hall.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-96. - Maintenance.

- (a) All signs, including their supports, braces, guys, and anchors, shall be maintained so as to present a neat, clean appearance. Painted areas and sign surfaces shall be kept in good condition, and illumination, if provided, shall be maintained in safe and good working order.
- (b) Weeds and grass shall be kept cut in front of, behind, underneath, and around the base of monument signs for a distance of ten feet, and no rubbish or debris that would constitute a fire or health hazard shall be permitted under or near such signs.

Secs. 30-97—30-150. - Reserved.

Sec. 30-151. - Temporary signs.

The following temporary signs are permitted in all zoning districts subject to the following regulations. It shall be unlawful to erect, cause to be erected, maintain, or cause to be maintained any temporary sign which fails to comply with the following regulations:

- (1) *Temporary business announcement signs* not exceeding 16 square feet in area and eight feet in height are permitted for a new business, or an existing business that has moved to a new location where there are no permanent signs for such business. Such signs are permitted for a period of not more than 60 days or until installation of permanent sign(s), whichever occurs first. No temporary announcement sign shall be permitted that exceeds either the number or size of permanent signs otherwise permitted by this chapter for the occupancy or location.

Sign permits are required for temporary business announcement signs.

- (2) *Construction signs.*

- a. One construction sign shall be permitted per construction project on each street frontage. The sign shall be erected no earlier than five days prior to the commencement of construction, shall be confined to the construction site, and shall be removed prior to issuance of a certificate of occupancy.
- b. Construction signs may only denote the name of the architect, engineer, contractor, subcontractor, owner, future tenant, financing agency, or other persons performing services or labor or supplying materials for the project.
- c. Maximum size limitations for construction signs shall be as follows:
 - 1. For all residential and nonresidential developments, one non-illuminated sign not exceeding 16 square feet in area and eight feet in height, may be erected on each street frontage.
 - 2. All construction signs must be located within the construction site.
 - 3. Sign permits are required for construction signs.

- (3) *Development signs.*

- a. A development sign may be permitted in any residential development wherein more than 20 percent of the total number of lots, homes, or living units remain unsold, subject to the following regulations:
 - 1. One non-illuminated development sign not exceeding 16 square feet in area and eight feet in height may be permitted at each street entrance into the subdivision or development.
 - 2. The sign shall be located within the subdivision or development site.

3. Permits for development signs shall be valid for no more than one year and may be renewed annually provided more than 20 percent of lots, homes or dwelling units remain unsold.
 - b. One non-illuminated development sign per street frontage may be permitted in any commercial zoning district to promote the sale or rental or lease of lots or units within the development. The maximum sign area shall be 16 square feet and the maximum height shall be ten feet.
 - c. Sign permits are required for all development signs.
- (4) *Election signs.* Election signs are permitted as follows:
- a. *Sign area and height.* Election signs shall have a maximum area of four square feet and, if freestanding, a maximum height of three feet.
 - b. *Number.* In residential zoning districts, the number of election signs shall be limited to one per ten linear feet of street frontage. In commercial zoning districts, the number of election signs shall be limited to one per 20 feet of street frontage.
 - c. *Timing and removal.* Election signs may be erected no earlier than 30 days prior to the primary or general election to which they relate and shall be removed no later than ten days after the election; provided, however, that an election sign erected prior to a primary election may remain posted continuously until ten days after the general election when the candidate referenced in the sign advances from the primary to the general election. In the event an election sign is displayed on a site outside of the time period allowed herein, or in the event the number of election signs located on a property exceed the number permitted herein, such sign(s) remaining outside the allowed period or the excess number of such signs shall no longer be deemed election signs, but instead, based on the zoning district, shall be treated as and subject to all conditions and regulations applicable to residential signs or noncommercial signs for the site at which the sign is located. If the one "residential sign" or "noncommercial sign" allowed as exempt under § 30-6 is already located on the site where the election sign is located, then any such election sign displayed on a site either beyond the permitted time period for election signs or in excess of the number of allowed signs per site, such sign(s) shall no longer be deemed to be an exempt sign, but instead shall be treated as and subject to all conditions and regulations applicable to a non-exempt sign located on the site.
- (5) *Permit boards.*
- (6) *Special event signs.* For special events where a special event permit is required, no signs relating to the event shall be erected until a special events permit has been obtained from the town. The following regulations shall also apply:
- a. Special event signs may be erected no earlier than 14 days prior to a proposed event and must be removed within two days after the event.
 - b. Special event signs shall not exceed 16 square feet in area and eight feet in height.
 - c. Banners may be strung for special events if approved as part of a special events permit and shall be subject to the same duration limitations as other special event signs.
 - d. The persons(s) or organization(s) sponsoring the special event shall post with the town a cash bond of \$200.00. The cash bond shall be refunded upon removal of the sign(s) by the sponsoring person(s) or organization(s) and verification of their removal by the town. The cash bond shall be forfeited to the town in the event one or more of the special event signs are not removed within two days after the conclusion of the special event.
- (7) *Real estate signs.* Real estate signs shall be permitted on properties where the owner is actively attempting to sell, rent or lease such property, either personally or through an agent, as follows:

- a. All properties listed for sale may have one non-illuminated sign, perpendicular to the roadway, that is not more than four square feet in area and five feet in height. Not more than one sign for each street frontage shall be permitted. Waterfront (canal, bay, lagoon or beach) properties may also have one monument sign which is no more than 12 inches in height and 24 inches in width and is located on the water frontage side of the property so that such sign is visible from the water.
 - b. The sign face may have the name of the licensed real estate professional, the real estate company or other licensed entity, any required professional indicia, and a phone number and/or address. The sign face may additionally state, "For Rent" or "For Lease" or both, but such statement must be included within the sign face.
 - c. No riders (such as name of agent, "sold," "sale pending," "pool," "price reduced," etc.) shall be attached to the sign.
 - d. If a property is both for sale and for rent, only one sign is allowed.
 - e. No signs may be fastened to trees.
 - f. No "goal post" supports are allowed.
 - g. "Open house" signs. "Open house" signs are allowed as follows:
 1. One "open house" sign per property per street and waterbody frontage.
 2. The area of any "open house" sign must not exceed four square feet in area and three feet in height, and the sign(s) may be placed only upon the property to be sold or leased.
 3. The sign(s) shall be displayed only when the premises are actually available for an inspection by a prospective buyer or tenant.
- (8) *Temporary directional signs.* For temporary events with a duration of one day or less, temporary directional signs may be placed in the right-of-way along Estero Boulevard and at each intersection on the most direct route between Estero Boulevard and the property where the temporary event is taking place. Such signs may be placed on the day of the event only and must be removed within 24 hours after the termination of the event. Such signs shall be no more than four square feet in area and may only contain a brief description of the event, the address for the event and a directional arrow.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-152. - Development identification signs.

Development identification signs shall be subject to the following:

(1) *Residential development identifications signs.*

- a. *Entrance signs.* Permanent wall or monument signs, for identification purposes only, giving only the name of the condominium, subdivision or development, may be permitted at each main entrance into such subdivision or development. Subdivision or development entrances which contain a median strip separating the entrance and exit lanes, may be permitted:
 1. A single monument sign located in the median strip of the entrance, provided that it is set back a minimum of 15 feet from the right-of-way of the public access road and a minimum of five feet from the edge of the pavement of the entrance and exit lanes; or
 2. Two single-faced signs equal in size and located on each side of the entranceway.
- b. *Limitations.*
 1. The condominium, subdivision or development shall have a property owners' association or similar entity which will be responsible for the maintenance of the sign.

2. The face of each permitted main entrance identification sign shall not exceed 25 square feet and five feet in height.
 3. The sign may be illuminated with a steady light so shielded as to not allow the light to interfere with vehicular traffic. See ch. 14 of this code for sea turtle lighting restrictions.
 4. The sign should be incorporated into accessory entrance structural features such as a wall or landscaping.
- (2) *Schools, churches, day care centers, parks, recreational facilities and libraries.* A school, church, day care center, park, recreational facility or library shall be permitted one monument or wall-mounted identification sign and one directory sign within the property line, with maximum sign area of 24 square feet and a maximum height of five feet.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-153. - Maximum sign area.

- (a) *Single- and multifamily residential uses in residential zoning districts.* Except for those signs identified as exempt signs in § 30-6 and temporary signs in § 30-141, no signs are allowed on sites containing residential uses in residential zoning districts. Any such exempt or temporary sign(s) located on a residential site in a residential zoning district shall comply with the regulations for exempt sign(s) contained in § 30-6 and the regulations for temporary signs contained in § 30-141.
- (b) *Commercial uses in commercial zoning districts.* All signs located in commercial zoning districts, except for those signs identified as exempt signs in § 30-6 and temporary signs in § 30-141, shall comply with the following sign area limitations:
 - (1) For a parcel of land containing one or two business establishments, each separate business establishment shall be allowed a maximum of 32 square feet of sign area.
 - (2) For a parcel of land containing three or more business establishments, each establishment shall be allowed a maximum of 16 square feet of sign area. An additional 32 square feet of sign area may be utilized to identify the commercial development.
 - (3) The maximum sign area provided herein may be allocated among a combination of one or more monument signs, projecting signs, and/or wall signs.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-154. - Standards for monument signs, projecting signs and wall signs in commercial zoning districts.

Except as may be otherwise provided herein, all monument signs, projecting signs and wall signs located in commercial zoning districts shall comply with the following regulations:

- (1) Buildings that are required to meet the commercial design standards in § 34-991-1010, cannot install internally lit box signs (see Figure 30-1). When internally lit signs are permitted for buildings that are not required to meet the commercial design standards, the sign face must be designed so that illumination occurs only on individual letters or symbols. An opaque background panel must be used so that the internal light only passes through the letters or symbols. This requirement also applies to all signs with changeable copy. See Figure 30-2 for an example of illuminated letters on an internally lit sign face.

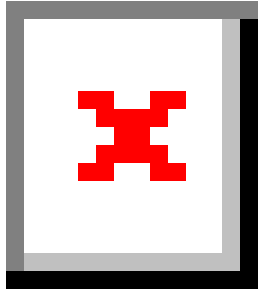


Figure 30-1 Figure 30-1

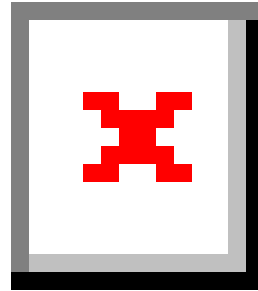
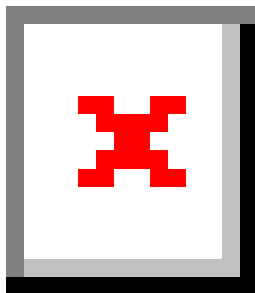


Figure 30-2 Figure 30-2



Desirable

- Signs are coordinated in size and placement with the building and storefront



Undesirable

- Building sign conceals the cornice
- Over-varied sign shapes create visual confusion
- Awning sign covers the masonry piers
- Sale sign too large for storefront and poorly placed in display window

Figure 30-3

- (2) *Location.* Monument signs must be set back at least three feet from any public right-of-way or roadway easement; provided, however, that monument signs may be located in a lawfully developed landscaped median strip that is within a public or private right-of-way or easement where the holder(s) of the right-of-way or easement have consented to the location of the monument sign in such right-of-way or easement. Monument signs located in such median strips must be set back a minimum of two feet from the edge of the pavement and must not violate the visibility requirements of § 34-3131. Wall signs and projecting signs may extend over public sidewalks provided they maintain a minimum clear height above sidewalks of eight feet and do not extend closer than two feet to an existing or planned curb.

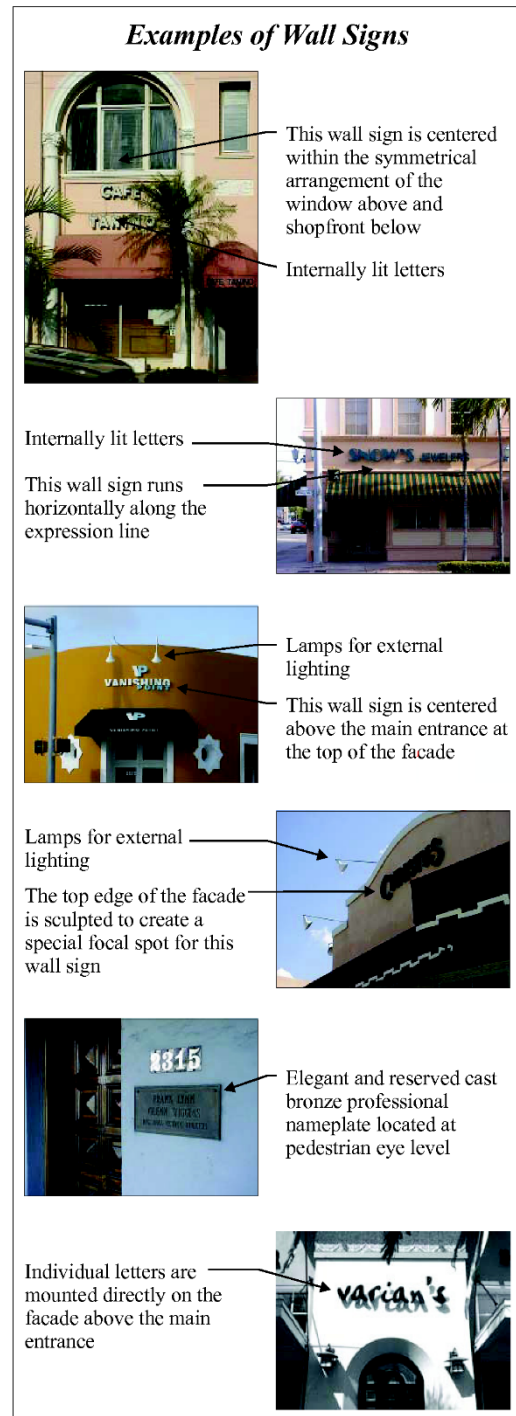
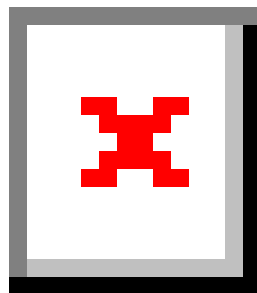


Figure 30-4

- (3) A wall sign must not extend above the lowest edge of the building's eaves or above the highest horizontal members of the fence or wall to which it is attached.

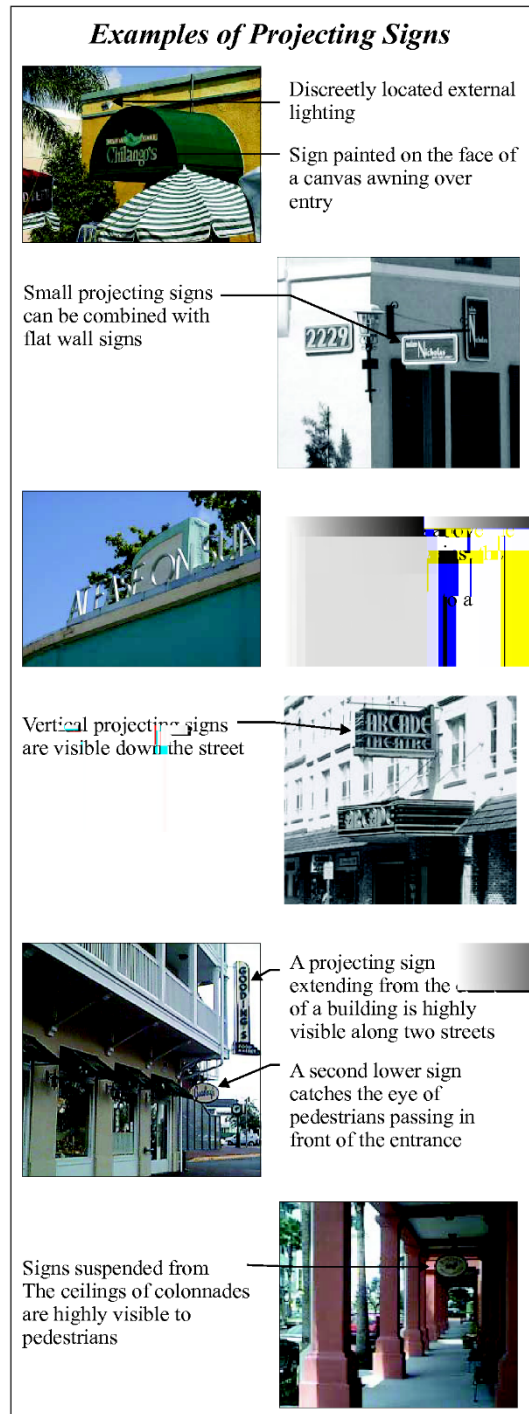
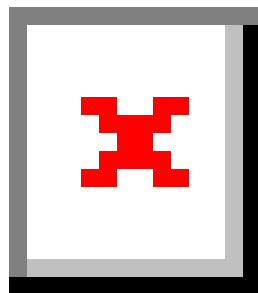


Figure 30-5

- (4) A projecting sign must not extend more than three feet above the lowest edge of the building's eaves.

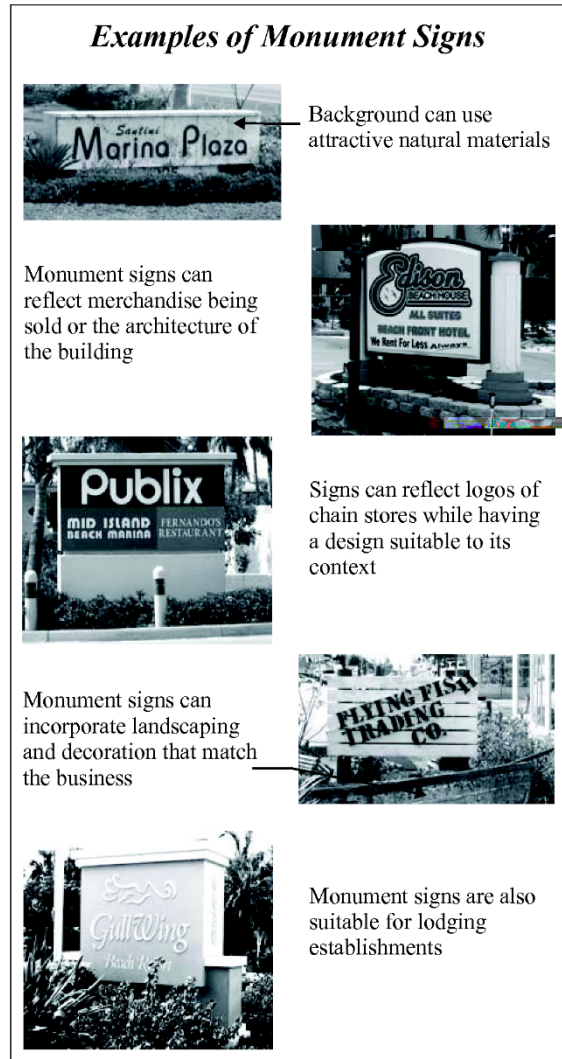
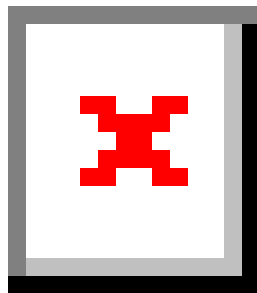


Figure 30-6

- (5) Monument signs may be elevated provided that the bottom of the sign is no more than 18 inches above the highest adjacent grade. The maximum height of a monument sign is five feet.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

Sec. 30-155. - Severability.

- (a) **Generally.** If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter is declared unconstitutional by a final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this chapter.
- (b) **Severability where less speech results.** This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. The town council specifically intends that severability shall be applied to these sign regulations even if the result would be to allow less speech in the town, whether by subjecting currently exempt signs to permitting or by some other means.

- (c) *Severability provisions pertaining to prohibited signs.* This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. The town council specifically intends that severability shall be applied to section 30-5, "Prohibited signs," so that each of the prohibited sign types listed in that section shall continue to be prohibited irrespective of whether another sign prohibition is declared unconstitutional or invalid.
- (d) *Severability of prohibition on off-premises signs and commercial advertising signs.* This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provisions in the code or any adopting ordinance. If any or all of chapter 30 "Signs," or any other provision of the Town's Code is declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction, the town council specifically intends that that declaration shall not affect the prohibition on off-premises signs contained in section 30-5.

(Ord. No. 11-01, § 2(Exh. A), 4-18-2011)

1. **Requested Motion:**

Meeting Date: January 23, 2023

1. To receive presentations from the three disaster consulting firms recommended by the selection committee; and

2. To rank and select one of the three firms and authorize the Town manager to enter negotiations with the top ranked firm.

- Synergy Disaster Recovery
- Tidal Basin
- Witt O'Brien's

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

On January 9, 2023 Town Council requested presentations from the top ranked firms from the RFP-23-07-AD " Disaster Recovery and Mitigation Consulting Services for Incidents and Events". After presentations, Council will rank the firms and come up with their top choice.

Attachments:

1. Synergy Disaster Recovery
2. Tidal Basin
3. Witt O'Brien's

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Yadzia Roa, Deputy Town Clerk/Contracts Manager
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/18/2023
Approved - 1/18/2023
Approved - 1/19/2023
Final Approval - 1/19/2023

TOWN OF FORT MYERS BEACH

RFP-23-07-AD
DISASTER RECOVERY AND MITIGATION
CONSULTING SERVICES FOR
INCIDENTS AND EVENTS



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COVER LETTER

December 27, 2022

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

After making landfall, Hurricane Ian crossed through south central Florida, causing historic flooding in Florida's heartland. The Town of Fort Myers Beach ("The Town") sustained extensive damage with some estimates putting 97% of its structures as damaged or destroyed as it dealt with up to 18 feet of storm surge.

We at **Synergy Disaster Recovery (Synergy)** understand that the road to recovery is a long and arduous one. Decisions will have to be made by community leaders that will impact both short- and long-term recovery goals. Analyzing multiple funding sources, such as FEMA Public Assistance, CDBG-DR, or Economic Development Assistance Grants, to understand how they can be stacked and leveraged with one another to meet your community's recovery plan will be critical. The **Synergy Team** will join your efforts and ensure that leadership is armed with the best information available to make informed decisions throughout your recovery process.

Synergy has been assisting Florida communities, public agencies, and counties with their recovery over the past seven years, including hurricanes Ian, Michael, Irma, Matthew, and Hermine. It is with this intention that we are pleased to submit our proposal for your consideration.

Why Synergy?

Fort Myers Beach is our #1 Priority. Unlike other disaster recovery firms who have multiple commitments as Prime Consultant to other Hurricane Ian impacted communities, Synergy only has one other client, Columbia County, which was minimally affected by Hurricane Ian in north Florida. As such, the Town can rest assure that it is getting our "A-Team" for its recovery efforts.

We are collaborative and know Florida. **Synergy** is built on relationships. Developing effective relationships with our team, clients, and partners is one of our top and initial priorities. **Synergy's** goal is to streamline communication and engage all players ensuring the Town has a personalized approach in their recovery from Hurricane Ian.

Synergy collectively and staff independently have developed and maintained crucial relationships with both FEMA and FDEM counterparts. Our team will be led by **Joseph Gross, PMP**, as your Project Manager, and **Tracy Doyle**, Subject Matter Expert, both of whom have been instrumental in recovery projects throughout the state of Florida since

Hurricane Matthew. Both have worked directly with **FDEM** in developing many of the expedited funding opportunities that are being offered throughout the state today.

A team built to support your short- and long-term recovery needs. **Synergy** has assembled a team of professionals to meet any demands the Town may have for both its short- and long-term recovery efforts. Team Member, **GrantWorks**, has an extensive history with economic development programs and has successfully managed over \$8 billion in projects, over a span of 40 years, to **build stronger, smarter, and more resilient communities**. Offering a full range of technical and management services (discussed further under the "Other Information" section of our proposal), **GrantWorks** has been supporting economic development projects that include: 1) Main Street Development, 2) Strategic Planning, 3) Infrastructure (new and improvements), 4) Economic Recovery & Resilience, 5) Workforce Development, 6) Environmentally Sustainable Economic Development.

We are "Setting the New Standard" in disaster recovery. We deliver results quickly and our projects hold up through closeout and audits. Utilizing our "SynTrax Recovery Process" discussed later in this proposal, helps our clients get reimbursed faster. Some of our previous success stories in Florida include: having the "first" Project Worksheet (PW) obligated, the **"first" Category A-Debris PW Obligated, and the "first" Request for Reimbursement (RFR) paid in the state for Collier County during Hurricane Irma**. This success was carried over to Bay County during Hurricane Michael recovery, where the county received payment of **over \$150M for their debris operations costs, just 12 months after the incident**.

LOCAL OFFICE		HEADQUARTERS / MAILING ADDRESS	
16126 Emerald Estates Dr. Weston, FL 33331		2730 Bristlecone Ct Lafayette, CO 80026	
TAX ID	84-3533519	DUNS #:	121193370
TELEPHONE NUMBER	WEBSITE	EMAIL	
(954) 465-8084	www.Synergy-DR.com	ADuart@Synergy-DR.com	

As the authorized representative for **Synergy Disaster Recovery**, I, Andre Duarte, acknowledge that (i) our Response is based on the terms set forth in the FRP and all amendments thereto posted on Buyer's website as of the date of the Response, and (ii) Synergy will be responsible for monitoring the Buyer's website for subsequent amendments and for either maintaining, amending, or withdrawing the Response, prior to the Response Due Date based on those subsequent amendments.

Thank you for this opportunity to present our qualifications for this proposed work. We look forward to your favorable selection.

Sincerely,



Andre Duarte,

REQUIRED FORMS

Business References

Please see **3. EXPERIENCE | Past Performance** for business references.



ADDENDUM TO CONTRACT DOCUMENTS

ITB-23-07-AD

Addendum No.: 1

CONTRACT/PROJECT NAME: Disaster Recovery and Mitigation Consulting
Services for Incidents and Events

DATE OF ISSUE: December 22, 2022

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

Clarifications

Disregard the “ Anticipated Total NTE” amount under the
Schedule of Proposed Prices/Rates

Questions

The following questions were received:

Q: Is there an incumbent?

A: **Yes, there is.**

Q: If there is an incumbent, can the Town provide the rates?

A: **The current incumbent was brought in by a third party.**

Q: Is this for active work or is it a standby contract?

A: **This is for both active work and standby.**

Q: Section 1.4, Minimum Requirements for Contractor, Items 2 and 4 (Page 3) requires that respondents provide a list of organizations and point of contact for 3 years of experience. Given that our firm has worked many such projects over this time period, can we provide points of contacts for just the most relevant projects (e.g., recent projects or just those in Florida)?

1 | Page

A: Yes, you can provide points of contacts for the most relevant projects.

Q: RFP Section 2.3, "Format/Content of Responses", item H (Page 6) states that "price offerings shall be inclusive of all costs." However, Form 1 (Price sheet), Page 42, indicates that "Travel expenses such as lodging and per diem should not be part of the hourly rates above." Please confirm that the hourly rates provided on the price sheet will include overhead and fee, but that travel expenses can be billed separately at cost with no markup in accordance with FEMA guidelines.

A: Travel expenses must follow the FEMA guidelines.

Q: Form 1 (Price sheet), Page 42, indicates a line item for "Anticipated Total NTE." Given that only hourly rates are being provided (and not level of effort), please confirm that we may leave that line blank.

A: Please see the clarification above.

Q: Can the Town please confirm which forms are required for 3: Attachments? C & E show as "required" but there are no options for signature.

A. Acknowledgement of those can be mentioned in the cover letter.

Q: Section 3: Experience : *"Provide a list of completed projects that are similar in nature and scope with references to include a contact person, position, email address and telephone number. The points of contact listed in this section will be selected at random for Section 5: References."* Section 5 per the RFP is to be titled "Other Information." Is there a business reference form that is to be included? If so, will the Town be providing that?

A. There is no reference form, the Town does not have a reference form

Q: Section 4, Proof of Minimum Requirements, Sub-Grantee Experience states to provide *"Three years of documented experience within the last five years working with sub-grantees..."* Is the Town seeking three years or 5 years of experience?

A. The Town is seeking documented experience within the last five years.

Q: Attachment C – Required Federal Affirmative Steps & Attachment E Federal Funding Provision are both listed as "require forms" but do not have a signature line. Can the firm's "acknowledgement" of the terms set forth in the RFP in our cover letter suffice as acknowledgment of those forms for our response?

A. Acknowledgement of those forms can be mentioned in the cover letter.

Q: Can our response include additional positions under "Form 1 – Price Sheet" for the Town consideration to assist with any long term economic recovery needs in the future?

A. Yes, the firm can include additional positions.

Q. Under Form 1 – Price Sheet the town is requesting a “Not to Exceed Amount.” This is difficult to do not knowing the Town's current damage estimates. Will the town accept the following response: “5% of total damages, or to be negotiated based on award and Town's desired needs”?

A: Please see the clarification above.

Please Print Synergy Disaster Recovery LLC | 954-465-8084

Company Name & Phone Number



Signature

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202

Consulting Services

RFP-23-07-AD

Federal Form 1

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Disaster Recovery & Mitigation Consulting Services for Incidents & Events

Name Project Name _____

Title Project Number RFP-23-07-AD

Firm Tax ID Number 84-3533519

Street Address DUNS Number 121193370
2730 Bristlecone Ct, Lafayette, CO 80026

The town, State, Zip

Signature  Date 12/19/2022

-37-

Consulting Services

RFP-23-07-AD

FORM 2

CONFLICT OF INTEREST CERTIFICATE

RFP No. 23-07-AD

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the town or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.


Signature
Andre Duarte, President
Name of Official (Type or Print)

Synergy Disaster Recovery LLC
Company Name
2730 Bristlecone Ct
Business Address
Lafayette, CO 80026
The town, State, Zip Code

SECTION II

I hereby certify that the following named the town official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, Lee County Florida, prior to bid opening.

Name	Title or Position	Date of Filing
<u>N/A</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>


Signature
Andre Duarte, President
Name of Official (Type or Print)

Synergy Disaster Recovery LLC
Company Name
2730 Bristlecone Ct
Business Address
Lafayette, CO 80026
The town, State, Zip Code

-43-

Consulting Services

RFP-23-07-AD

Federal Form 2
CERTIFICATION REGARDING LOBBYING

The undersigned (Vendor/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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (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.

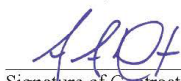
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor/Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Synergy Disaster Recovery LLC

Contractor (Firm Name)



Signature of Contractor's Authorized Official

Andre Duarte, President

Name and Title of Contractor's Authorized Official

12/19/2022

Date

-38-

PROOF OF MINIMUM REQUIREMENTS

1. *The Contractor shall provide current proof of all business licenses required by local, state, and federal law as applicable.*

Please see Sunbiz Report below

2. *Three years of documented experience working under the requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act including the authorized alternative procedures for the FEMA Public Assistance Program in grantee or sub-grantee management and administration of State and FEMA Public Assistance Grant Programs. Provide a list of organizations and a point of contact for each.*

Please Section 3. Experience | Past Performances

3. *Three years of documented experience within the last five years working with sub-grantees with a damage claim more than \$25,000,000 or of similar projects of size and scope to the Town. Provide a list of organizations and a point of contact for each.*

Please Section 3. Experience | Past Performances

4. *Three years of documented experience working with FEMA Section 404 Hazard Mitigation Grant Program (MHGP) and FEMA Section 406 Public Assistance Program funds. Provide a list of organizations and points of contact for each.*

Please Section 3. Experience | Past Performances

5. *The Consultant or Firm will provide resumes for the Project Manager/ team that will be assigned to the town of Fort Myers Beach for review and approval.*

Please Section 1. Qualifications | Resumes

6. *The Consultant or Firm must have the ability to obtain and maintain liability insurance as required by the Town of Fort Myers Beach and must submit with their response, a signed affidavit from their insurance provider stating they can provide all required coverage at the levels required by the RFP.*

Please see Certificates of Insurance below

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
SYNERGY DISASTER RECOVERY LLC

Filing Information

Document Number P19000089056
FEI/EIN Number 84-3533519
Date Filed 11/18/2019
Effective Date 01/01/2020
State FL
Status ACTIVE

Principal Address

2730 BRISTLECONE CT
LAFAYETTE, CO 80026

Changed: 06/16/2022

Mailing Address

2730 BRISTLECONE CT
LAFAYETTE, CO 80026

Changed: 06/16/2022

Registered Agent Name & Address

DOYLE, TRACY
3938 Edgewater Dr
TALLAHASSEE, FL 32310

Address Changed: 03/29/2021

Officer/Director Detail

Name & Address

Title P

Duart, Bethany
2730 Bristlecone Ct
Lafayette, CO 80026

Title VP

DUART, ANDRE

2730 Bristlecone Ct
Lafayette, CO 80026

Title TRE

GROSS, JOE
1360 VIVIAN ST
GOLDEN, CO 80401

Annual Reports

Report Year	Filed Date
2021	03/29/2021
2022	07/15/2022

Document Images

07/15/2022 -- ANNUAL REPORT	View image in PDF format
03/29/2021 -- ANNUAL REPORT	View image in PDF format
11/18/2019 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2022

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 Hub International Florida 777 SW 37th Avenue, Suite 500 Miami FL 33135	CONTACT NAME: Carrie Worley PHONE (A/C, No, Ext): 305-444-2324 FAX (A/C, No): 305-444-1974 E-MAIL: carrie.worley@hubinternational.com ADDRESS:														
INSURED Synergy Disaster Recovery, LLC 2730 Bristlecone Ct, Lafayette CO 80026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Starstone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starstone Specialty Insurance Company	44776	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1108680295

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ ☒ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					K80810220AEM	1/4/2022	1/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY					K80810220AEM	1/4/2022	1/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0					K80812220AEM	1/4/2022	1/4/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A								☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Contractor Pollution Liability Professional Liability					K80810220AEM	1/4/2022	1/4/2023	Aggregate Aggregate 2,000,000 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PROOF OF INSURANCE ONLY	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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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

Acc#: 2900221

DATE (MM/DD/YYYY)
1/18/2022

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 Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365 PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
INSURED SYNERGY DISASTER RECOVERY LLC 2730 BRISTLECONE CT LAFAYETTE, CO 80026-8006	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Indemnity Insurance Co. of North America</td> <td>43575</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indemnity Insurance Co. of North America	43575	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	C70042654	10/23/2021	10/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER PROOF OF INSURANCE ONLY	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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STATEMENT OF QUALIFICATIONS

1. QUALIFICATIONS

Synergy Team

Synergy's ethos is "**Setting the Standard in Disaster Recovery.**" Our staff has consistently been recognized throughout the industry as strategic leaders and innovative thinkers. We pride ourselves on treating every disaster relief effort as the unique situation that it is. The team constantly seeks to deploy creative solutions to optimize the outcome of each project. You can expect clear, consistent communication from a staff that values relationships and exceptional customer care.

The **Synergy Team** includes:



Synergy Disaster Recovery LLC specializes in innovative disaster recovery solutions that provides essential resources to state and local governments to prepare for and recover from disasters. With a **local office in Weston, FL**, our staff includes former public agency and private sector emergency management professionals who have overseen billions of dollars in recovery projects nationwide and have over a hundred years of combined experience.

Established in 2019 as a certified woman-owned business in the state of Colorado, Synergy specializes in all areas of disaster grant management services with a focus with a focus on FEMA Public Assistance (PA); FEMA Hazard Mitigation Grant Program (HMGP); Community Development Block Grant Disaster Recovery and Mitigation (CDBG-DR and CDBG-MIT); Natural Resources Conservation Service Emergency Watershed Protection (NRCS EWP) Program and other disaster planning and recovery related grants. Our team's in-depth disaster recovery grant experience allows us to provide our clients with leading-edge knowledge and processes tailored to suit your community's specific needs.



Since its founding in 1979, GrantWorks has successfully assisted over 450 state, county, and city government entities design and deliver a wide range of successful federal and state-funded disaster recovery, mitigation, resilience, and community development programs. Today, with a

national workforce of over 370 professionals, GrantWorks has developed into one of the nation's leading providers of disaster recovery, community and economic development, housing, infrastructure, planning, transportation, and coastal protection grant and program management services for state and local governments. GrantWorks has secured and administered \$8 billion in assistance while helping hundreds of our nation's affected communities become stronger, smarter, and more resilient.



CMTS provides program and construction management, inspection, commissioning, project controls, value engineering, ADA compliance support, constructability/construction document review, quality control/assurance, contract administration, and stakeholder coordination. Since its inception 1984, CMTS has been an Owner's Representative construction services firm and has managed over \$37 billion in construction projects. With a regional office in Portland, Oregon CMTS is a certified Disadvantaged, Minority- and Veteran-Owned Business (DBE, MBE, VOSB).



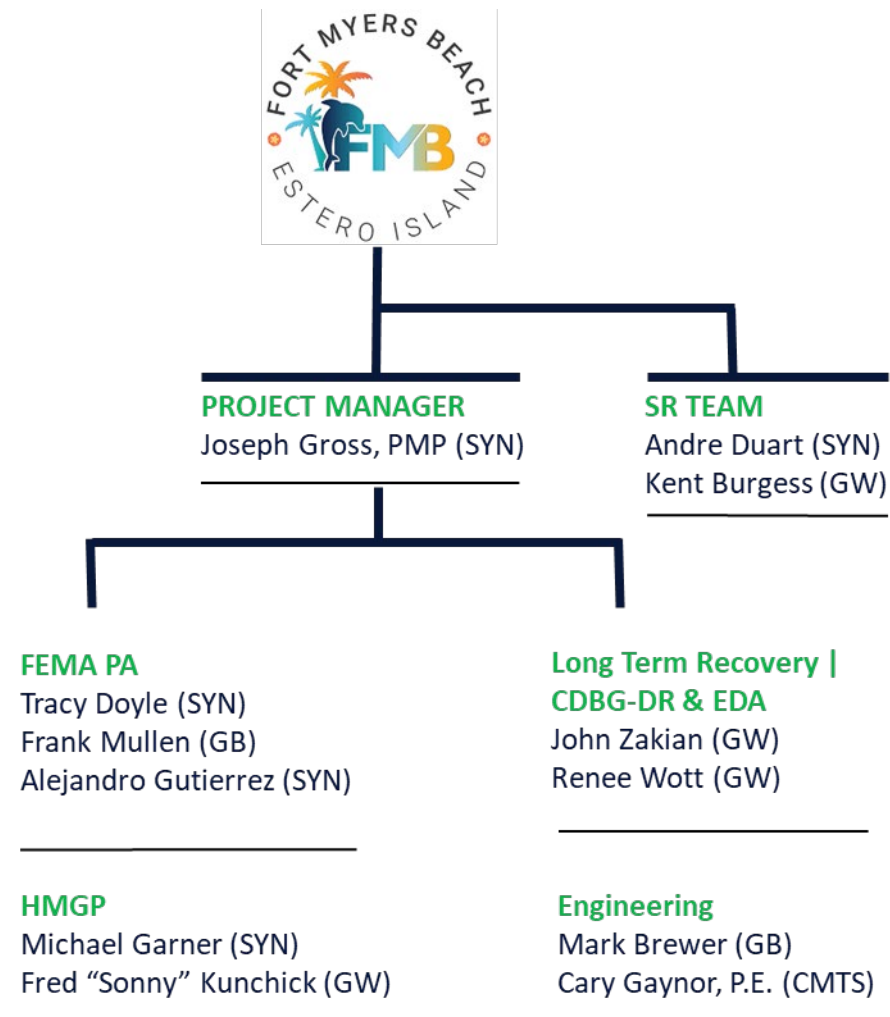
Goldbelt Glacier Health Services Goldbelt Glacier has managed the financial operations for numerous federal grant administration programs including procurement processes, accounting & reporting for FEMA's Public Assistance Programs and Individual Assistance Programs. In total, the Goldbelt Team has managed billions of dollars of federal funding. We are uniquely qualified to oversee Disaster Recovery, Health Care Settlements, Insurance Claims Services, COVID-19 services, Fraud Auditing & Investigations, and Housing/Rental Assistance Programs and the HHPD grant program.

Past, Present & Pending Legal Proceedings

Synergy Disaster Recovery and its principals have never had:

- Any judgements claims, arbitration proceeding or suits pending or outstanding against them.
- Ever failed to complete work or provide the goods for which we have been contracted.
- Been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, good or construction services similar to those requested in the specifications with private or public entities.
- Ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services.

Organizational Chart



Resumes

Resumes for key staff are below.

Joe Gross, PMP

Project Manager

PROFESSIONAL PROFILE

Mr. Gross has experience with more than 20 declarations, assisting clients recover from floods, fires, hurricanes and other events nationwide. He brings vision, creativity and technical acumen to facilitate efficient and expedited recovery, saving clients tens-of-millions of dollars. Mr. Gross has played a critical part in establishing Synergy Disaster Recovery as an industry leader in Emergency Management around the country, presenting at numerous conferences and has contributed to white papers and working groups helping shape federal and state policy.



PROJECT EXPERIENCE

Various Clients - Disaster Recovery/Debris Monitoring – Nation-wide: Project Executive, SME 2017 – Present

- Providing technical assistance and oversight for response and recovery activities for tornadoes, floods, hurricanes and fires
- Providing technical assistance for COVID-19 related response and recovery activities and plans
- Creating resources and tools to aid in tracking event related expenses, projects and grants
- Contribution and oversight of project strategy and cashflow management for grant Applicants

DR-4673 – Hurricane Ian – Disaster Recovery– Various Clients: Technical Advisor/SME, 2022 – Present

- Debris Task Force Lead for Florida State Emergency Operations Center (SEOC) providing technical assistance
- Technical advisor for local applicants including municipalities, counties and school districts

DR-4634 – Marshall Fire – Disaster Recovery/Debris – Boulder County/DHSEM, CO: Technical Advisor/SME, 2022 – Present

- Providing technical assistance and oversight for response and recovery activities for Marshall Fire, most destructive fire in CO history
- Supporting strategic perspective for a cost effective and time efficient operation and recovery

DR-4498 – COVID-19 Pandemic – Disaster Recovery –DHSEM, CO Technical Advisor, 2022 - Present

- Providing technical assistance and oversight for response and recovery activities for Colorado Department of Human Services for COVID-19
- Providing eligibility and strategic expertise for FEMA Public Assistance funding

DR-4581 Disaster Recovery/Debris Monitoring – Larimer County, CO: Project Manager, SME 2021-Present

- Providing technical assistance for the largest fire in CO history
- Overseeing both debris monitoring and grant management activities
- Developed cost effective strategy in which hazard trees was utilized for erosion control

EDUCATION

BA – Sociology, University of Colorado, 2006

TECHNICAL EXPERTISE

FEMA Public Assistance
CDBG-DR
Case Management Counseling
Project Management
Debris Monitoring & Contract Management
Quality Control/Quality Assurance
Data Management
ROW/Easement Acquisitions
Technology Development
Public Speaker/Conference Presenter

CERTIFICATIONS

PMP-PMI Institute, 2016
FEMA IS 1a, 5a, 22, 42, 100b, 120a, 130, 200b, 212, 230c, 235b, 240a, 241a, 242a, 244b, 265, 276, 321, 322, 324a, 328, 362a, 393a, 453, 632a, 633, 634, 700a, 800b, 907, 1000, 1001, 1002, 1003, 1004, 1005 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1017, 1018, 1020

Joe Gross, PMP

Project Manager

Various Disasters –Disaster Recovery–DHSEM, NM: Technical Advisor/SME, 2021 – Present

- Providing technical assistance and oversight for the creation of customized resources and job aids related to long term recovery grants
- Supporting grant strategy to maximize the use of funds available to the department, especially 100% federally funded

DR-4581 – Cameron Peak Fire – Disaster Recovery –DHSEM, CO: Project Manager/Technical Advisor, 2022

- Closeout for one applicant for all permanent work as a result of the event
- Completed closeout of all projects within a three week period of issuance of NTP

DR-4562 – Oregon Wildfires – Debris Monitoring – ODOT, OR: SME/Technical Advisor, 2021

- Reviewed all aspects of the project to make suggested improvements
- After the first day, eliminated a major bottleneck, improving efficiency
- Following the first 30 days, applied many best practices that increased value added to the client

DR-4399 Hurricane Michael - Disaster Recovery/Debris - Bay County, FL: SME 2018 – 2021

- Contract Management of largest local-led debris effort in FEMA history; over 9M CY of debris at \$250M
- Overseeing debris contract management allowing for accelerated Cat A project worksheets (PWs) to be written and reimbursed for more than \$130M in untraditional and unprecedented methods
- Development and formulation of Cat A-G PWs
- Providing subject matter expertise on ROW debris, waterway debris and PPDR operations for Cat A
- Providing subject matter expertise on FEMA Grants Portal, site inspections and capped projects

DR-4337 Hurricane Irma - Disaster Recovery - Collier County Consortium, FL: Project Manager, 2017 – 2019

- Provided services for 5 applicants under this solicitation- Collier County, City of Naples, Everglades City, Collier County Public Schools, and Collier County Mosquito Control District
- EOC Support and technical assistance with documentation requirements and debris missions
- Assisted with the formulation of over \$120M in PWs including the first PW obligated for DR-4337
- Contract management and oversight in ~\$100M of Category A PWs and first reimbursement received for Hurricane Irma in the state of Florida
- Providing subject matter expertise on ROW debris, waterway debris and PPDR operations

DR-4399, DR-4337 & DR-4283 Hurricane Michael, Irma & Matthew - Debris Monitoring - Florida Department of Environmental Protection (FDEP), FL: Project and Contract Manager, 2017 – 2020

- Waterway debris operations for storm-related debris in the Barron River, St Johns River and tributaries
- Estimated 140,000 CY of marine and park debris
- Oversight of data management responsible for reconciling over 100 invoices in a 24-week period
- Created organized and methodical approach for citizen reporting of debris
- Managed SharePoint site for the use of all contractors and stakeholders involved in project

DR-4145 Colorado Severe Storms, Flooding, Landslides, and Mudslides - Disaster Recovery - Larimer County, CO: Project Specialist and Liaison, 2014 – 2016

- Managed nearly 50 large FEMA PA PWs and \$85 Million of anticipated obligated funds.
- Managed over \$8 million of CDBG-DR infrastructure grants for Larimer County
- Project Lead for 45,000+ cubic yard debris monitoring operation covering five different debris (Private Property Debris Removal, Right-of-Way, Stream Threats, Silt and Vehicle removal) related projects

Joe Gross, PMP

Project Manager

- Project Coordinator between Larimer County, Loveland Housing Authority, Contracts and volunteer groups for administration of \$4M+ CDBG-DR funds for private roads and crossings
- Developed a prioritization algorithm to aid in the assessment and prioritization of infrastructure projects
- Developed and maintained an infrastructure project tracker in excel that auto updates and allows the project to follow progress from data collection to closeout

DR-4317 & DR-4250 Missouri Severe Storms, Tornadoes, Straight-line Winds, and Flooding - Disaster Recovery - Metropolitan St. Louis Sewer District, MO: Project Manager, 2016 – 2018

- Assisted the fourth largest Sewer District in the country in managing over \$10 Million in obligated funds by reviewing all FEMA PA PWs for accuracy and mitigation opportunities
- Lead efforts on appeals, additional mitigation opportunities and worked with the finance department for complete and accurate reimbursement efforts
- Assisted with appeals and determination memos

DR-4337 Hurricane Irma Debris Monitoring - Eckerd College, FL: Project Manager, 2017

- Provided oversight of debris removal operations including hazardous trees, stumps and limbs
- Assisted in the development of PWs and insurance review
- Drafted after action report to better prepare and recover from next disaster

Recovery Plans and Functional Annexes - Colorado North Central Region (NCR) UASI: Project Manager, 2016 – 2017

- Formulated and implemented recovery plans and functional specific annexes for the NCR jurisdictions.
- Eight total jurisdictions, 31 total documents
- Recovery Base Plans and annexes for Debris Management, Housing, Human Services and Damage Assessments
- Implemented lessons learned and best practices into documents for practical and functional field use

DR-4145 Colorado Severe Storms, Flooding, Landslides, and Mudslides - Disaster Recovery - Boulder County, CO: Project Manager, 2016 – 2017

- Managed over 10 projects and over \$65 Million in obligated funds for flood recovery efforts in Boulder County
- Assisted in the scope changes for almost a dozen Cat C PWs with the anticipated obligated amount of \$165M
- Reviewed all projects for all potential mitigation and codes and standards implementation
- QA/QC of all PW management activities

DR-4229 Colorado Severe Storms, Tornadoes, Flooding, Landslides, and Mudslides - Disaster Recovery - El Paso County, CO: Project Manager, 2016

- Managed over twenty projects and over \$2 Million in obligated funds for flood recovery efforts in El Paso County
- Worked with the client, the State of Colorado and FEMA Region 8 to revise version "0" of multiple PWs to create a more accurate SOW and detailed damage description (DDD) on numerous PWs
- Advocated the consolidation of multiple small PWs into one large PW and increasing the PAAP PW obligated capped amount

DR-4166 South Carolina Severe Winter Storm - Debris Monitoring - South Carolina Department of Transportation (SCDOT): Off-site Consultant, 2014

- Provided remote support for a staff training, risk management, and QA/QC of field operations

Joe Gross, PMP

Project Manager

DR-4107 Rhode Island Severe Winter Storm and Snowstorm - Debris Monitoring - Charlestown, RI: Project Lead, 2013

- Responsible for overseeing a 2,000+ cubic yard debris monitoring operation with the identification and removal of hundreds of hazardous limbs.

DR-4089 Hurricane Sandy - Debris Monitoring - Westerly, RI: Off-site Consultant, 2012

- Responsible for overseeing a debris monitoring operation of 140,000+ cubic yards of sand due to coastal storm surge.
- Dealt with complex issues involving multiple public entities owning and responsible for the sand

DR-4087 Hurricane Sandy - Debris Monitoring - Clinton CT: Off-site Consultant, 2012

- Provided remote support for a debris monitoring operation of 7,600+ cubic yards of debris and for staff training, risk management, and QA/QC of field operations

DR-4080 Hurricane Isaac - Debris Monitoring - Louisiana Department of Transportation and Development (LADOT): Field Supervisor, 2012

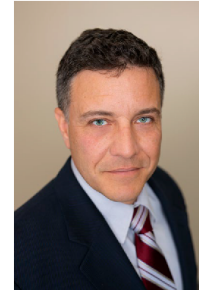
- 300,000+ CY debris monitoring operation was covering all of Louisiana Department of Transportation and Development District 2
- Responsible for implementing, leading and overseeing vehicle and vessel removal operation in which dozens of vehicles and vessels were decommissioned and disposed of properly in accord with all Federal, State and local laws and procedures
- Lead Supervisor for the Private Property Debris Removal operations

Andre Duart

Principal / President

PROFESSIONAL PROFILE

Mr. Duart currently serves as President/COO for Synergy Disaster Recovery. In this role, he oversees strategic and daily operations for the company and is responsible for the expansion and implementation of company's strategic plan and growth from their **headquarters in Boulder, CO**. With over 12 years of emergency management experience, Mr. Duart has overseen over 25 active projects in 12 different states. Mr. Duart is currently serving as a Subject Matter Expert assisting with the Marshall Fire Debris operations, Mr. Duart has also assisted Larimer County, CO providing grant management and planning services for the Cameron Peak Fire, and the COVID-19 Pandemic.



PROJECT EXPERIENCE

DR-4634 – Marshall Fire – Disaster Recovery/ Debris Monitoring – Boulder County/DHSEM – February 2022 – Present

- Overseeing the team responsible for reviewing property owner insurance documentation to avoid duplication of benefits
- Developed the overall communication plan with property owners, insurance carriers about the process
- Served as Subject Matter Expert as part of CDR Maguire debris monitoring team
- Developed the process and presented to community members
- Provided technical support and coordination with respect to debris removal operations
- Worked with the municipalities, state and debris haulers to develop the debris operations plan, identify and address potential bottlenecks, and communicate said plan to all parties involved

DR-4437 – Hurricane Irma – Disaster Recovery (HMGP Grants) – City of Jacksonville, FL – August 2021 – Present

- Serving as the principal-in-charge overseeing \$17M in HMGP funds for the city.
- Serving as liaison between FDEM, the City's Emergency Management Coordinator and the City's engineering consultants on the City's largest ever HMGP funded project, McCoy's Creek, which is estimated to cost over \$30m when complete

DR-4581 – Colorado Wildfires - Disaster Recovery (EPGM/FEMA PA) – Larimer County, CO – November 2020 – Present

- Mr. Duart supported Larimer County, CO with their recovery efforts for the Cameron Peak Wildfire - Colorado's largest wildfire in history.
- Mr. Duart led the team to work with the County's Emergency Response team to collect, analyze, and summarize remotely-sensed fire data, existing infrastructure and other geospatial datasets to inform and create the County's response plan.
- Mr. Duart's team developed a Risk Assessment Report that focused on identifying "priority areas" within the burn perimeter by comparing relative risk among assets. Ultimately 4 priorities were identified along with proposed mitigation methods that could be proactively implemented using Emergency Watershed Protection EWP) grants totaling over \$5M.

YEARS OF EXPERIENCE

Since 1999

EDUCATION

BS – Decision Information Sciences,
University of Florida, 1999

TECHNICAL EXPERTISE

- Project Management
- CARES Act & ARPA
- FEMA Public Assistance
- HMGP
- CDBG-DR
- Debris Management
- Planning & Unmet Needs
- Stakeholder Engagement

CERTIFICATIONS/TRAINING

IS-100, IS, 200, IS-700, IS-800, IS-634
Intro to FEMA Public Assistance, IS-632 – Intro to Debris Operations, BCA

Andre Duart

Principal / President

- His team is now overseeing the project administration and construction oversight on the EWP funded projects for erosion control and private property structure protection.

DR-4399 - Hurricane Michael – Disaster Recovery Services – Bay County, FL - September 2019 to February 2021

- Oversaw a team of 50 employees assist the county manage of \$350M of Public Assistance Funds
- Oversaw the the development of 20+ HMPG applications totaling over \$141 million
- Successfully wrote 2 HMGP subapplications totaling over \$5M

Major Disaster Declarations serviced:

DR-4498 Unmet needs, Recovery and Implementation Planning / Corona Virus Relief Funding Grant Administration, Larimer CO: 2020

- Over \$20M in CRF Funds
- Supported EOC Finance Section
- Prepared unmet needs and recovery/implementation plan for COVID-19 Pandemic
- Staff: 4

Closeout DR-4145 Severe Storms, Flooding, Landslides, and Mudslides – DHSEM, CO : 2021

- Number of applicants: 5
- Project Revenues: \$250K
- FEMA PA: \$10M
- Staff: 5

DR-4562 Oregon Wildfires and Straight-line Winds – ODOT, OR: 2020

- Number of applicants: 1
- Project Revenues: \$1M+
- FEMA PA: \$50M
- Staff: 4

DR-4563 Alabama Hurricane Sally – Bay Minette & City of Foley: 2020

- Number of applicants: 2
- Project Revenues: \$1M+
- FEMA PA: \$15M
- Staff: 4

DR-4399 Hurricane Michael – Various Locations, FL: 2018

- Number of applicants: 5
- Project Revenues: \$7M+
- FEMA PA: \$350M
- HMGP: \$125M
- Staff: 60+

Andre Duarte

Principal / President

DR-4337 Hurricane Irma - Various Locations, FL: Sep 2017

- Number of applicants: 8
- Project Revenues: \$5M+
- FEMA PA: \$100M
- Staff: 50+

DR-4283 Hurricane Matthew - Various Locations, FL: Oct 2016

- Number of applicants: 8
- Project Revenues: \$5M
- FEMA PA: \$30M
- Staff: 10

Kentucky Emergency Management Agency (KYEM) – DR-4497, DR-4592, DR-4595, DR-4348, DR-4361, DR-4428: 2016-current

- Number of applicants assisted: 80+ towns and municipalities
- Project Revenues: \$2.5M+
- FEMA PA: \$100M
- Staff: 10

Massachusetts Emergency Management Agency (MEMA) – DR-1944, DR-4110, DR-4214, DR-4097, DR-4372, DR-4379: 2010-18

- Number of applicants assisted: 15+ towns and municipalities
- Project Revenues: \$1.5M+
- FEMA PA: \$20M
- Staff: 6
-

DR-4177 Severe Storms, Tornadoes, Straight-line and Flooding – Various locations, FL: Apr 2014

- Number of clients: 3
- Project Revenues: \$3M+
- FEMA PA: \$60M
- Staff: 10+

DR-4145 Severe Storms, Flooding, Landslides, and Mudslides – Various locations, CO: Sep 2013

- Number of clients: 3
- Project Revenues: \$3M+
- FEMA PA: \$150M
- CDBG-DR: 9M
- Staff: 25+

DR-4085 Hurricane Sandy – Various locations, NY, RI, CT: Nov 2012

- Number of clients: 5
- Project Revenues: \$1M+
- FEMA PA: \$250M
- Staff: 5+

DR-1894 RI Severe Storms and Flooding Hurricane Sandy – Various locations, RI: Mar 2010

- Number of clients: 10
- Project Revenues: \$1M+
- FEMA PA: \$10M
- Staff: 10+



Tracy Doyle

Subject Matter Expert

PROFESSIONAL PROFILE

Ms. Doyle is a credentialed Financial Section Chief and serves as the Director of Client Relations for Synergy Disaster Recovery. With more than 20 years' experience working disasters at both the local and state level, Ms. Doyle provides her clients with the inside track to an accelerated recovery utilizing her knowledge of 44 C.F.R., EHP, procurement, expense tracking/documenting requirements, RFR submissions and closeout procedures. Her wide range of experience has made her a sought-after expert and speaker, presenting on the FEMA Grants Portal, state led disasters, efficient recovery, and other topics nationwide.

PROJECT EXPERIENCE

DR-4497 Covid-19 Pandemic & DR-4145 & DR-4581 Closeout – Department of Homeland Security and Emergency Management & Dept of Human Services, Denver CO: Project Manager/ Sr. Recovery Specialist, March 2021 – present

- Supporting the Colorado Department of Homeland Security and Emergency Management with the closeout of projects from DR-4145 & DR-4581
- Reviewing COVID-19 expenditures and identifying projects to be submitted to FEMA for reimbursement
- Conducting procurement reviews for federal compliance

DR-4497 Covid-19 Pandemic – Disaster Recovery -Commonwealth of Kentucky, Frankford, KY: Project Manager/Client Liaison, March 2020 – November 2020

- Supported KYEM with their EOC response working with the Planning sections to develop:
 - Virtual Emergency Operations Center Plan
 - Drive Thru COVID Testing Plan
 - Non-Congregant Sheltering Plan
 - Kentucky Dept of Education School Re-entry Plan
 - Vaccine Distribution Management /Logistic Plans
 - Recovery Resilience Plan
 - Continuity of Operations Plan (COOP)
 - Continuity of Government Plan (COG)
- Oversaw a team of Program Delivery Managers to support over 1,000 applicants in the State with their COVID-19 cost recovery.
- Provided Grants Portal training to all applicants
- Developed a SOP on the FEMA/KYEM Streamline Project Application Process



Tallahassee Com. College, FL
Valdosta State College, GA

TECHNICAL EXPERTISE

FEMA Grants Portal Training EMMIE Training
FL PA Training
CO EM Grants Training 44 CFR
FEMA EHP
Procurement, 2 CFR, part 200
RFR Submission, Versioning
Projects, Alternative Procedures, Closeout
FEMA Certified to write Debris Management Plans, 2015

FEMA COURSES

IS 100.b, Intro to Incident Command System
IS 200.b, ICS for Single Resources and Initial Action Incidents,
IS 230.d, Fundamentals of EM
G-300, Intermediate IC
G-400, Advanced IC
O-305, All-Haz Incident Mgmt. Team
IS-700.a, NIMS Introduction IS-800.b, National Response
E/L 973, Fin./Admin. Sect. Chief

Tracy Doyle

Subject Matter Expert

DR-4399 Hurricane Michael - Disaster Recovery - Bay County, FL: Project Manager/Client Liaison, 2018 - ongoing

- Supported Bay County, FL with their approximately \$500M recovery from Hurricane Michael, assisting leadership as they navigate FEMA's new PA Model utilizing the Grants Portal for the first time
- Federal Procurement requirements review, etc.
- Coordinating with federal agencies, state agencies, local governments, and constitutional offices within Bay County, FL
- Compiling an After-Action Report to address opportunities for improvement Countywide and to suggest policies and procedures that would enhance their recovery from a future disaster
- Reviewed all County policies to ensure they are compliant with new federal codes and standards
- Provide Public Assistance training as requested by the County

DR-4428 Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides - Disaster Recovery - Kentucky Emergency Management (KYEM): Project Manager, May 2019 – ongoing

- Assisted KYEM in implementing its first "State-Led" disaster in its history by overseeing a team who worked side by side with FEMA's FTL's PDMGs to assist over 40 applicants throughout the state
- Worked with KYEM to standardize forms, processes and procedures with all applicants to increase the speed of getting projects to obligation in FEMA's Grant Portal

DR-4361 & DR-4358 Severe Storms, Tornadoes, Flooding, Landslides, and Mudslides - Disaster Recovery – KYEM: June 2018 – September 2018

- Supported applicants for two separate disasters, DR 4358 and DR 4361, utilizing FEMA's new Grants Portal for the first time in the state
- Ms. Doyle assisted KYEM establish policies and procedures that are reflective of FEMA's PA Model to ensure their subrecipients are better prepared for future disasters
- Her team instructed applicants on how to navigate FEMA's Grant Portal, established DIs, uploaded documentation, answered EEIs, collaborated with the CRC and finalized their Project Worksheets

DR-4337 Hurricane Irma - Disaster Recovery - Collier County, FL: Project Manager/Financial Section Chief September 2017- June 2018

- Served as a Financial Section Chief during EOC activation within 24 hours
- Supervised a 20+ person staff supporting 40 County wide divisions
- Trained staff on FEMA's new Grants Portal Process
- Administered the provision of Public Assistance support to 5 separate applicants in Collier County
- Compiled an After-Action Report to address opportunities for improvement Countywide
- Reviewed all County policies to ensure they are compliant with new federal codes and standards

DR-4283 Hurricane Matthew - Disaster Recovery - Flagler County, FL: Project Manager/Financial Section Chief October 2016 - August 2017

- Deployed pre-landfall as a Financial Section Chief to begin tracking expenses, monitor emergency procurement and maintain documentation for FEMA reimbursement
- Evaluated sites to strategically formulate project worksheets, ensure scope of work is appropriate and eligible for reimbursement
- Ensured that all contract procurement is FEMA compliant per 2CFR, part 200, wrote a super circular compliant appendix to be included in all future County procurement
- Attended meetings with the State and FEMA on behalf of Flagler County, including meetings on specific topics such as beach re-nourishment, waterway debris, private property debris and eligibility issues

Tracy Doyle

Subject Matter Expert

DR-4255 Severe Winter Storms, Tornadoes, Straight-line Winds, and Flooding - Disaster Recovery - Rowlett, TX: Project Manager, June 2016 – August 2016

- Identified an opportunity for a FEMA Alternate project which allowed the City to use \$2 million for a drainage improvement project
- Performed over 250 site visits and was successful in capturing over \$5 million in damages and mitigation opportunities
- Conducted training exercises with city staff, and held training sessions educating different departments on the fundamentals of disaster management
- Reviewed all contract procurement for compliance per 2CFR, part 200, assisted the City in developing FEMA compliant language for future procurement

DR-4177 Severe Storms, Tornadoes, Straight-line Winds and Flooding - Disaster Recovery - Jackson County, FL: Project Manager, 2015-16

- Helped pilot the Public Assistance Permanent Work Alternative Procedures (aka Sandy Recovery Improvement Act of 2013) on behalf of Jackson County, FL. which resulted in millions recovered
- Reviewed all County procurement and established 2 CFR, part 200, compliant procurement standards
- Reviewed all financial documentation to ensure eligible expenses were tracked and submitted
- Ensured that all records are maintained and required reports are prepared regarding the status of awarded grants

DR-4145 Severe Storms, Flooding, Landslides, and Mudslides - Disaster Recovery - Larimer County, CO: Project Manager, 2015-16

- Assisted Larimer County with tracking expenses and recovering costs associated with this disaster
- Evaluated project worksheets to ensure scope of work was appropriate and eligible
- Reviewed all financial documentation to ensure technical correctness, numerical accuracy and completeness before submission to the State for payment
- Ensured that all records are maintained, and required reports are prepared regarding the status of awarded grants
- Established county contract procurement standards for compliance per 2CFR, part 200, and trained employees on FEMA procurement requirements

DR-4084 Hurricane Isaac and DR-4068 Tropical Storm Debbie - Disaster Recovery - State of Florida (FDEM): Sr. Grant Manager

- Provided Public Assistance Services to applicants throughout the State of Florida
- Reviewed documentation to ensure scope of work was appropriate and that all fiscal calculations were accurate
- Reviewed contracts for procurement compliance
- Conducted reviews of all project worksheets, including comparing documentation in FEMA's Emmie to FL PA, printed out any documents not included in FL PA and scanned them to a hard drive and filed hard copies. Uploaded documents to FL PA

DR-4138 Severe Storms and Flooding - Disaster Recovery - State of Florida (FDEM): Sr. Grant Manager

- Provided Public Assistance services to applicants throughout the State of Florida
- Reviewed documentation to ensure scope of work was appropriate and that all fiscal calculations were accurate
- Reviewed contracts for procurement compliance
- Conducted reviews of all project worksheets, including comparing documentation in FEMA's Emmie to FL PA, printed out any documents not included in FL PA and scanned them to a hard drive and filed hard copies. Uploaded documents to FL PA



Alejandro Gutierrez

Grant Specialist / GIS Specialist

PROFESSIONAL PROFILE

Mr. Gutierrez holds a bachelor's degree in Geography: Environmental Resource Management which brings a unique perspective to the dynamic Synergy Disaster Recovery team. His education and career experience over the past two decades has established him as a proven Geospatial Consultant within FEMA's Hazard Mitigation, DFIRM and Map Modernization, and Public Assistance (PA) Recovery programs.

He provides unique and valuable analysis to federal, state, and local governments and organizations. He has experience in building productive teams through effective leadership techniques to achieve the goals of the contract or project. Mr. Gutierrez continues to focus on his deep working knowledge of GIS/ESRI capabilities as a practitioner in a client service environment with sole responsibility for GIS data development, analysis, conversion, and manipulation.



PROJECT EXPERIENCE

Marshall Fire Debris Removal Program, Project Manager, 07/2022 to 09/2022

- Providing technical assistance and oversight for response and recovery activities for Marshall Fire
- Oversaw a project team that managed the communication and closeout process for 566 property owners

Multiple California County Hazard Mitigation Plans, GIS Lead, 2015 to Present

- Geospatial support for over 25 California local jurisdiction and countywide local hazard mitigation plans (LHMP) by developing spatial economic loss scenario analyses and developing Level 1 Hazus deterministic and probabilistic earthquake analyses, reports, and complementing GIS maps.
- GIS expertise is utilized to develop flood, earthquake, landslide, tsunami, and wildfire economic loss scenario analyses to supplement the risk assessment chapter of several LHMPs.

Bay County, FL: DR- 4399 Hurricane Michael, Public Assistance Recovery Specialist, 2019 - 2022

- Coordinating and overseeing the FEMA public assistance (PA) program for multiple projects identified by the Bay County Engineering Division and Roads and Bridges Department, responsible for training and managing staff in damage assessment procedures, coordinating between FEMA and the Applicant during the site inspection phase, project development, cost estimate development, hazard mitigation development, and award phases of the FEMA public assistance program as well as continuing to manage the projects at the State level in coordination with the Florida Division of Emergency Management.
- Provided GIS support to the team utilizing GIS tools to extract the Applicant's initial preliminary damage assessments from the Cartegraph asset management, work order management, and spatial management software to determine locations of damages and organize field-visits within GIS to increase routing efficiencies in the documentation process.
- Developed online interactive GIS applications built and hosted to facilitate maneuvering through the field on a mobile device to validate those damages, document new damages, and build a spatial, countywide representation of the damages across the area.
- Provided data development, GIS analysis, and technical writing/review support to other team members developing Hazard Mitigation Grant Program (HMGP) applications by supporting benefit cost analyses and GIS analyses for Community Development Block Grant (CDBG-DR/MIT) projects.
- Utilized FEMA Hazus software to develop Hazus Level 1 flood and hurricane model reports in coordination

YEARS OF EXPERIENCE

Since 1999

EDUCATION

BS – Geography
(Environmental Resources Management), University of Texas @ Austin, 2000

TECHNICAL EXPERTISE

ESRI ArcGIS Suite / Tools
Hazard Mitigation Plan
Risk Assessments
Grant Management

Alejandro Gutierrez

Grant Specialist / GIS Specialist

with Bay County's Emergency Operations Center.

Galveston County, TX: DR-4332 Hurricane Harvey, Public Assistance Recovery Specialist, 2017

- Responsible for training staff on mobile debris assessment technology, providing GIS support to team for debris assessments, and general FEMA public assistance support.

Larimer County, CO: DR-4145 Colorado Severe Storms, Flooding, Public Assistance Recovery Specialist, 2017

- Responsible for conducting flood-site assessments for newly identified, September 2013 Colorado flood-damaged sites in Larimer County, Colorado and building County bid proposals.
- Captured field data, generate documentation, validate GPS information, and create digital photo reports.
- Produced a series of tabular calculations and assessment reports to include in the Public Improvement Districts, private roads, and public roads bid packages which provide the County, the State, and FEMA the necessary disaster assessment information for FEMA to allocate disaster funds to the County and the County to present their findings to HUD for CDBG grants.
- Managed the online database containing the site assessment information.
- Certified County trucks to perform the silt/sediment removal task in 2 locations and then compile and organize the database input/management of debris tickets (estimating silt piles by cubic yards).
- Coordinated the hazard mitigation team, including Larimer County, consultants, FEMA, Environmental & Historic Preservation (EHP), and FEMA mitigation representatives, to perform field visits to assess potential mitigation improvements and additional scope modifications at numerous roads, bridges, low-water crossings, and county parks.

FEMA Region VIII and National: Map Modernization, GIS Specialist, 2004 - 2016

- Served as Project Manager, Production Manager, and GIS Analyst for the development of county-wide vector- and ortho-based DFIRMs, the budget and schedules were effectively tracked, staff were trained in production techniques, and a strong team/work environment was developed.
- Provided continual coordination with local and national FEMA representatives, National Flood Insurance Program (NFIP) Coordinators, and state engineers.
- Tasks include flood map updates using proprietary tools/software to develop work maps and populating DFIRM geodatabases. Projects included the data collection, conversion and development of the geodatabase file. Engineered floodplains were re-delineated to new topography available. Georeferencing effective FIRMS to capture existing floodplains.
- Reviewed QA/QC guidelines for panel production prior to submittal required spatial data and documentation review and compliance to FEMA's G&S in developing DFIRMs.
- Digitization, stream adjustment, smoothing, edge matching, clipping, Zone X creation, and topology checks of floodplains.
- Coordinated public outreach meetings at the local, county-seat building to discuss the new DFIRMs with the city/county officials, floodplain managers, emergency management officials, local engineers, FEMA representatives, NFIP coordinators, and the public.

Michael Garner, GISP, CFM

Sr. Grant Specialist

PROFESSIONAL PROFILE

Mr. Garner is a nationally recognized hazard mitigation planning (HMP) and disaster recovery expert who serves as the Director of Planning for Synergy Disaster Recovery. He brings nearly 20 years of local, state and federal experience leading and supporting hazard mitigation, grants management, long-term recovery, emergency management, and community resiliency planning. Throughout his career, he has provided pre- and post-disaster technical support to communities across the country. Mr. Garner specializes in state and local hazard mitigation plans and is currently supporting local and state-level efforts relating to FEMA HMA application development and grants management. Mr. Garner previously spent much of his career assisting FEMA in implementing several programs focused on the National Flood Insurance Program.



YEARS OF EXPERIENCE

Since 2001

PROJECT EXPERIENCE

State of Colorado: Enhanced State HMP Update, Project Manager, June 2022 to Present

- Serves as project manager and lead planner coordinating the update process
- Facilitating coordination across multiple state agencies and project stakeholders
- Leading development of updated risk assessments utilizing statewide data analytic modelling
- Aligning the update to newly released FEMA guidance

Elbert County, CO: Local HMP Update, Project Manager, May 2022 to Present

- Serves as project manager and lead planner
- Coordinates and facilitates all planning team meetings
- Facilitates development and implementation of public outreach and engagement plan
- Conducting a risk and vulnerability assessment for all natural and human-caused hazards impacting the County

City of Foley, AL: Hazard Mitigation Grant Program Application Development, March 2022 – Present

- Developed an application for over \$650k to wind retrofit the City's Fire State headquarters
- Conducted BCA analysis and compiled all backup documentation

State of Wyoming: State and Regional HMP Updates, Project Manager, December 2018 to Present

- Currently updating the Region 7 tri-county regional plan
- Serves as project manager and coordinates development of the state's and local regional hazard mitigation plans
- Facilitating and coordinating planning team and stakeholder meetings
- Developing all hazard risk and vulnerability assessments, analysis, and mapping

EDUCATION

MS – Crisis, Disaster, and Risk Management, The George Washington University, 2004

BS – Earth Sciences (minor in GIS), The Pennsylvania State University, 2001

CERTIFICATIONS

Certified Floodplain Manager (CFM)
Geographic Information Systems Professional (GISP)

TECHNICAL EXPERTISE

Hazard Mitigation Planning
Project Management
Long Term Recovery Support
Community Planning
Recovery and Mitigation Grant Management
Resiliency Planning
Public Outreach and Engagement
Geospatial Data Modeling / Analysis
FEMA Public Assistance (PA)
Comprehensive Planning
CDBG-DR/MIT Support
CRS Support
Response / Recovery Planning
GIS Risk and Vulnerability Assessments
Hazard Loss Estimations
COOP / EOP Planning
EMAP Accreditation Support

Michael Garner, GISP, CFM

Sr. Grant Specialist

State of New Mexico: Hazard Mitigation Technical Assistance, Project Manager, July 2021 to Present

- Providing updates to technical documents relating to hazard mitigation program operations and administration
- Developing SynTrax grant tracking tool for future grant management
- Serving as a technical specialist for grant management needs

City of Jacksonville, FL: Grant Management Technical Services, Sr. Grants Specialist, June 2021 to Present

- Serves as a technical specialist for grant management activities
- Develops grant applications to match available funding programs to City needs
- Managing HMGP grants for post Hurricane Irma recovery efforts

Custer County, CO: Local HMP Update, Project Manager, May 2021 to Present

- Serves as project manager and lead planner
- Coordinates and facilitates all planning team meetings
- Facilitates development and implementation of public outreach and engagement plan
- Conducting a risk and vulnerability assessment for all natural and human-caused hazards impacting the County

State of Colorado: DR-4145 Severe Storms, Flooding, Landslides, and Mudslides – Grant Closeout, PA Closeout Specialist, March 2021 – December 2021

- Researched each Project Worksheet and existing documentation thoroughly
- Collaborated with sub-grantees to obtain necessary documentation and information regarding the work on project sites
- Created a narrative specific to each sub-grantees to provide the necessary information to the State
- Advocated in the narratives for the costs incurred by the sub-applicants to be reimbursed

Larimer County, CO: DR-4581 Colorado Wildfires (Cameron Peak) - Disaster Recovery Services, Technical Specialist, November 2020 – August 2021

- Supported recovery efforts for the Cameron Peak Wildfire - Colorado's largest wildfire in history
- Coordinated with the County's Emergency Response team to collect, analyze, and summarize remotely-sensed fire data, existing infrastructure, and other geospatial datasets to inform and create the County's response plan.
- Supported debris monitoring operations for hazard tree removal

Larimer County CO: DR-4498 COVID-19 Pandemic - Recovery and Implementation Plans, Lead Planner, May 2020 to April 2021

- Assisted in the writing and compilation of an innovative cross-sector, countywide COVID-19 Recovery and Implementation Plan, which was created to illustrate unmet needs within the Larimer County communities
- Organized data from varying sources and sectors, such as childcare, small business, and non-profits, as well as county departments
- Created graphics to organize data and information based on the vision of the client
- Wrote the diverse sections to make data and information easy to read for community members while illustrating complex concepts of recovery

Bay County, FL: DR-4399 Hurricane Michael – Disaster Recovery Services, Sr. Grants Specialist, September 2019 to February 2021

- Served as technical specialist for the long term recovery team
- Managed the development of \$141 million in HMGP applications for post hurricane recovery efforts
- Local Mitigation Strategy (LMS) plan review and updates



Michael Garner, GISP, CFM

Sr. Grant Specialist

State Hazard Mitigation Plans, Project Manager and SME Support, 2010 – 2022

- Arizona (2013)
- Idaho (2010, 2013)
- New Mexico (2013, 2018)
- Wyoming (2021)
- Colorado (2013, 2018 Enhanced, 2023 Enhanced)
- Missouri (2013 Enhanced)
- North Dakota (2018 Enhanced)

Local Hazard Mitigation Plans, Project Manager and SME Support, 2010 - 2022

Colorado

- Arapahoe County
- City of Loveland
- Cities of Thornton, Northglenn, and Federal Heights
- Custer County
- Elbert County
- Fremont County
- Larimer County
- Ouray County
- Southeast Region (Baca, Bent, Crowley, Kiowa, Otero, and Prowers Counties)
- Weld County

Arizona

- Cochise County
- Yuma County

California

- Mono County

Florida

- Bay County (LMS)

Georgia

- Douglas County
- Liberty County

Maryland

- Charles County
- Montgomery County
- Queen Anne's County

New Mexico

- Union County

Ohio

- Huron County
- Noble County
- Pickaway County
- Putnum County
- Tuscarawas County

Wyoming

- Johnson County
- Region 3 (Albany and Carbon Counties)
- Region 4 (Lincoln, Sweetwater, and Uinta Counties)
- Region 7 (Goshen, Laramie, and Platte Counties)

FEMA Region VIII & National: Risk Mapping, Assessment, and Planning (Risk MAP) / Community Engagement and Risk Communication (CERC) / Map Modernization (MapMod) Programs, 2004 - 2016

- Conducted local hazard mitigation plan reviews
- Developed and managed regional and national geospatial data sets to support program goals
- Facilitated municipal meetings and public outreach events relating to Flood Insurance Rate Maps
- Contributed to the development and mapping of new and updated floodplains and maps

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ASHLEY KENT BURGESS SUBJECT MATTER EXPERT



RELEVANT EXPERIENCE

SENIOR VICE PRESIDENT OF BUSINESS STRATEGY, GRANTWORKS, INC., AUSTIN, TEXAS, FEBRUARY 2022 – PRESENT

Kent is responsible for strategy formulation and management, including developing the corporate vision and strategy, supporting the development of departmental plans and tactics, developing and maintaining the strategic plan and implementation framework, and leading strategic company-wide initiatives.

PRINCIPAL, COHNREZNICK, AUSTIN, TEXAS, FEBRUARY 2016 – JULY 2021

Contract Manager, Federal Grant Administration, Texas Division of Emergency Management, Austin, Texas, June 2013 – February 2022

Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as the prime contractor to the Texas Division of Emergency Management for the Federal Grant Administration. CohnReznick is responsible for establishing consistent oversight standards, providing proactive technical assistance and communication, project and disaster closeouts, centralized data and reporting, quality management protocols, reviewing and improving procedures, and addressing reimbursements and financial management.

- ▶ Performed complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to respond, administer, organize, and monitor federally funded disaster grants within the state of Texas
- ▶ Conducted applicant briefings and other outreach and training activities, ensured grant applications were received and correctly processed, and monitored both the programmatic and financial aspects of awarded projects
- ▶ Ensured deadlines were met, applications or other documentation were complete and correct before submission to federal authorities, and payment requests were promptly and correctly processed

15 YEARS

GRANT AND PROJECT MANAGEMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Science. Philosophy &
Religious Studies, Mississippi
College, Clinton, Mississippi,
2005

HIGHLIGHTS

Experience in HUD CDBG and
CDBG-DR, and FEMA grant
programs

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- ▶ Conducted monitoring activities following the project-worksheet guidelines, verified that projects were completed within the approved scope of work, and identified and resolved project and program-related issues
- ▶ Reviewed progress reports and payment requests, and provided guidance and assistance to grant recipients on documentation requirements and resolution of project worksheet-related problems
- ▶ Performed budget monitoring and project site inspections, and documented progress and/or completion of projects, causes for delays in project-worksheet completion from established timelines, or deviations from the scope of work to ensure procurement and contracting compliance
- ▶ Evaluated opportunities and requirements to provide technical assistance, and assist local jurisdictions, and state agencies in maximizing reimbursement potential
- ▶ Ensured compliance with federal, state, and local regulations and ordinances

Contract Manager, Grant Administrative Services, Massachusetts Emergency Management Agency, Boston, Massachusetts, May 2020 – February 2022

CohnReznick performs complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor federally-funded disaster grants within the Commonwealth of Massachusetts for COVID-19. Our team is responsible for applicant outreach, training, technical assistance, and performing project reviews. CohnReznick also developed a grant management system solution using Commonwealth's SharePoint platform during this engagement.

- ▶ Provided overall management and oversight over field staff, compliance staff, and the project management office
- ▶ Attended MEMA meetings to provide updates on the progress
- ▶ Interfaced with applicants on high-level issues
- ▶ Created and presented on reporting dashboards
- ▶ Provided policy and process advice to the Commonwealth

Contract Manager, Grant Management Services, North Carolina Division of Emergency Management, Department of Public Safety, North Carolina, July 2020 – February 2022

Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as the prime contractor to the North Carolina Department of Public Safety, Division of Emergency Management for Grant Administration for Public Assistance and Individual Assistance programs. CohnReznick was responsible for establishing procedures, processes, and systems to make grant administration efficient, effective, and compliant with federal requirements. The team performed complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor federally funded disaster grants within the State of North Carolina.

- ▶ Conducted outreach and training activities
- ▶ Developed and executed specific program guidance
- ▶ Ensured maximum participation from applicants in the state and federal disaster assistance programs
- ▶ Ensured compliance with federal, state, and local regulations
- ▶ Provided technical assistance for database administration
- ▶ Maintained relationships with federal, state, local, tribal, NGO, and private sector logistic stakeholders to collaborate on recovery efforts
- ▶ Developed written guidance, fact sheets, and training materials for distribution
- ▶ Created Standard Operating Guidelines for Public Assistance
- ▶ Established tracking of grant activity to include project milestones and cost reports
- ▶ Ensured timely administrative and fiscal process for grant awards

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- ▶ Provided direct technical assistance and guidance to grant recipients on documentation requirements and resolution of project worksheet-related problems
- ▶ Maintained accounting of fiscal transactions, reports, and supporting documentation for each grant
- ▶ Provided direction and interpretation of governing laws, policies, regulations, and procedures
- ▶ Served as a liaison to facilitate the resolution of recovery-related issues
- ▶ Provided education and information as requested in the areas of recovery and compliance with state and federal policies and procedures for disaster-related services

MANAGEMENT CONSULTANT, COHENREZNICK, AUSTIN, TEXAS, FEBRUARY 2007 – FEBRUARY 2016

Project Coordinator, Project Formulation and QA/QC Compliance Services, Hurricane Harvey, City of Houston, Houston, Texas, August 2017 – August 2018

As a subcontractor to Tetra Tech, CohnReznick provided technical assistance for project formulation and QA/QC compliance services following Hurricane Harvey. Additionally, CohnReznick was tasked with reconciling the City's insurance claim against FEMA project worksheets (PWs) and developing the records necessary for actual insurance application to PWs.

- ▶ Reconciled all insurance claims received by the City of Houston before FEMA project formulation to expedite the FEMA review process
- ▶ Provided education and information as requested in the areas of recovery and compliance with state and federal policies and procedures for disaster-related services
- ▶ Performed complex financial and programmatic compliance, technical assistance, and administration work to respond, administer, organize, and monitor federally funded disaster grants obligated under FEMA Public Assistance.
- ▶ Provided technical and compliance guidance to grant applications on behalf of the City
- ▶ Reviewed grant applications for minimum eligibility requirements and project funding recommendations

Project Manager, Tropical Storm Irene FEMA Services, State of Vermont Agency of Administration/Department of Emergency Management & Homeland Security, Vermont, 2016 – 2018

CohnReznick assisted the State of Vermont with the closeout of FEMA-related activities due to the aftermath of Tropical Storm Irene. In coordination with the Agency of Administration and Vermont Emergency Management, CohnReznick was tasked with reviewing and reconciling detailed invoices submitted by prior consultants, reconciling the State's insurance claim against FEMA project worksheets (PWs), and developing the records necessary for actual insurance application to PWs.

- ▶ Reviewed over \$3 million in billings from two prior contractors to determine the potential for recovery through DAC, Section 324 Management funding, and HMGP Management funding
- ▶ Reconciled balances for both PA and HM management funds to determine availability, presented the State with options for recovery and prepared packages for draw submission
- ▶ Reconciled all insurance claims received by the State for all State agencies against FEMA projects
- ▶ Provided audit readiness for Large State PWs, including a \$54 million SRIA consolidated project

Grant Manager, Hurricane Ike Illinois Disaster Recovery Program (IDRP), State of Illinois Department of Commerce and Economic Opportunity (DCEO), Illinois, July 2011 – August 2013

CohnReznick provided public involvement, reporting, and grant administration services to the prime contractor (CDM Smith) for DCEO's Illinois Disaster Recovery Program. The firm assisted in the design

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and implementation of six Community Development Block Grant (CDBG) Disaster Recovery programs: (1) the Business Assistance Program (BAP), (2) Economic Development Program (ED), (3) Community Stabilization Program (CSP), (4) Property Buyout Program (PBP), (5) Housing Rehabilitation and Reconstruction Program (HRRP), and the (6) Public Infrastructure Program (PIP).

- ▶ Designed and implemented program operating procedures
- ▶ Provided technical guidance to grant applications regarding state and federal requirements
- ▶ Reviewed grant applications for minimum eligibility requirements and made funding recommendations to DCEO
- ▶ Developed grant agreements for approved applicants
- ▶ Provided technical assistance and grant management training to grantees
- ▶ Ensured grantees met all applicable special grant conditions and initial regulatory compliance reviews
- ▶ Reviewed and approved BAP loan applications
- ▶ Tracked and reported functions to ensure that projects are performing following program and grant requirements

Project Manager, Staff Augmentation/Compliance and Monitoring, State of Louisiana Office of Community Development Disaster Recovery Unit (OCD/DRU), Baton Rouge, Louisiana, January 2009 – July 2011

CohnReznick professionals developed and implemented compliance and monitoring plans for more than \$13 billion in CDBG-funded programs, including compliance monitoring and contractor monitoring plans for the Gustav/Ike Parish Implemented Program and 13 of the State's Katrina/Rita CDBG-DR Programs.

- ▶ Provided support in planning and implementing a transition from a single operations contractor to a three-contractor organization
- ▶ Collected, reviewed, and validated the accuracy of all eligibility operations procedures for the Homeowner Assistance Program in preparation for hand-off to replacement contractors
- ▶ Performed analyses of all workflow systems to assist the state in identifying the active application inventory to be transitioned to replacement contractors
- ▶ Developed processing and closeout strategy for potentially eligible grant applications in inactive statuses
- ▶ Provided compliance and monitoring support of disaster recovery programs to the state of Louisiana
- ▶ Collected data needed to determine resources needed for long-term monitoring of Louisiana's CDBG programs in compliance with the U.S. Department of Housing and Urban Development (HUD) and state laws and regulations
- ▶ Assisted in determining the most efficient and effective approach to long-term monitoring of CDBG programs related to Hurricane Katrina
- ▶ Evaluated the current processes used by OCD/DRU to monitor CDBG programs
- ▶ Assisted in preparing a transition plan for OCD/DRU to assume long-term monitoring of CDBG programs
- ▶ Assisted in preparing a long-term monitoring plan to include a recommended tracking and reporting system

Project Manager of Operations, Team Lead for Stafford Act Compliance and Grant Calculations, May 2006 – December 2008

Kent managed the operations team responsible for verifying eligibility requirements for more than 2,100 rental assistance applicants, including title and ownership verification, financial capacity, identity, criminal background checks, multiple program submissions, property status, and owner intent. He

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worked closely with third-party vendors, internal team leads, subcontractors, and client bureau managers to ensure the expeditious processing of each application.

- ▶ Co-designed a workflow system that automated all work queues for individual eligibility functions and major milestones. This system created a tiered eligibility approach that saved manpower and client expense by assuring that only potentially eligible applicants were actively processed.
- ▶ Managed all quality control, eligibility approval, and final certification functions.
- ▶ Developed age-based reporting and targeting systems that ensured expeditious approval and awarding of grants and that due diligence was performed for every grant applicant.
- ▶ Assisted in designing and developing the 'Uncompensated Loss' program for all applicants eligible for grant funds in multiple programs, enabling the disbursement of an additional \$60 million in grant funds to homeowners.
- ▶ Pioneered "Dual-Usage" program to enable commercial and rental properties that doubled as primary dwellings to be awarded pro-rated HAP grants.

EMPLOYMENT HISTORY

- ▶ Senior Vice President of Business Strategy, GrantWorks, Inc., Austin, Texas, February 2022 – Present
- ▶ Principal – Government Advisory, CohenReznick, Austin, Texas, February 2016 – July 2021
- ▶ Management Consultant, CohenReznick, Austin, Texas, 2007 – February 2016
- ▶ Senior Technical Trainer, WorldCom Broadband Solutions, September 2001 – January 2003
- ▶ Network Operations Manager, U.S. Marine Corps, September 1997 – August 2001

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JOHN R. ZAKIAN, CECD SUBJECT MATTER EXPERT

PROFESSIONAL QUALIFICATIONS

John Zakian serves as part of the Sr. Management Team at GrantWorks providing expertise to local and state governments, economic development organizations, and quasi-governmental entities on all aspects of federal grant management and long-term recovery planning.

Mr. Zakian has worked on a number of Economic & Housing Development projects throughout his career including serving as a Subject Matter Expert for the NYC Office of Management and Budget helping to administer and provide guidance for the \$4.2 Billion CDBG-DR Action Plan, working with FEMA's ESF-14 Long Term Community Recovery Cadre in Alabama for the 2011 tornadoes, and serving as a team leader for US EDA's Special Gulf Coast Disaster Recovery Initiative in 2010.

His past experience working directly in the municipal sector, including as the City of West Palm Beach's Assistant City Administrator and Community Redevelopment Agency Executive provides him with a unique perspective and skills in assisting communities recover from disasters.

RELEVANT EXPERIENCE

ECONOMIC & HOUSING DEVELOPMENT GRANT/FINANCING; MUNICIPAL SERVICES; DISASTER RECOVERY CONSULTING, 2006-PRESENT

Contract consultant through Hagerty Consulting, Inc. embedded in NYC Office of Management and Budget...Federal Programs' Subject Matter Expert – 4/1/13 – 5/10/17...Guidance for administering the Sandy HUD \$4.2 Billion CDBG-DR Action Plan concentration on best practices for programs design and implementation, ongoing needs assessment, facilitate selection of sub-recipients for activities delivery, and ongoing support to conform innovative programs addressing identified needs with HUD rules and guidelines

FEDERAL GRANT APPLICATION REVIEWER

Federal Grant Application reviewer for multiple federal agencies from 2010 to the present including US Treasury CDFI Fund Grant Application Grader and New Market Tax Credit applications, USDA, USDOL, and HHS Community Economic Development Grants

20+ YEARS

DISASTER & LONG-TERM RECOVERY EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bates College B.A. (Government)
1972

Pace University, M.P.A. 1985

REGISTRATIONS/ CERTIFICATIONS

Certified Economic Developer,
CEcD

Harvard University John F.
Kennedy School of Government

- *Strategic Public Sector Negotiation*
- *Program for Sr. Executives in State and Local Government*
- *Leadership for the 21st Century*

Member, International Economic
Development Council

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ATCS SERVICES, LLC...ECONOMIC DEVELOPMENT SPECIALIST CONSULTANT 12/11 TO 3/31/13

Assigned to firm's FEMA Long Term Community Recovery ESF #14 cadre contracts working in communities on post disaster recovery strategies.

FEMA ESF-14 LONG TERM COMMUNITY RECOVERY CADRE

Coordination Group Supervisor 5/11 to 12/11; Management with FEMA Long Term Community Recovery Branch in Birmingham, Alabama tasked to lead comprehensive needs assessment and developing long term recovery plans for 10 communities damaged by April, 2011 tornadoes coordinating with multiple federal agencies including US EDA, HUD, USDA, and USDOL.

GREATER NEW ORLEANS, INC. / GREATER NEW ORLEANS DEVELOPMENT FOUNDATION

Senior Vice President for Strategy 12/07-01/10 & Senior Advisor 01/01/10 to 4/01/11; Executive with 2 regional economic development corporations restarted post Hurricane Katrina for ten parish (county) area including New Orleans (1.3 million residents), successful in applying and securing multiple federal Economic Development Administration grants in support of strategic redevelopment efforts for the region

US EDA SPECIAL GULF COAST DISASTER RECOVERY INITIATIVE...TEAM LEADER (AUGUST-OCTOBER 2010)

Team co- leader in partnership with the federal Economic Development Administration of multiple teams of economic development professionals and federal agencies' officials sent to Florida Panhandle counties to identify needs and challenges caused by the BP Oil Disaster: authored economic development action plans based on site visit findings.

DISASTER RECOVERY RESPONSE VOLUNTEER LEAD EXECUTIVE...2006 THROUGH 2010

11 project assignments of federal funded experts sent to hurricanes' hardest hit areas in Gulf Coast to create strategic/organization long term recovery plans.

EMPLOYMENT EXPERIENCE

GRANTWORKS, INC.

SENIOR VICE PRESIDENT FOR PROGRAM DEVELOPMENT 10/22 TO PRESENT

Part of senior team of a company that provides expertise to local and state governments, economic development organizations, and quasi-governmental entities on all aspects of federal grant management including procurement, grant administration, project delivery and compliance. Position entails offering technical assistance and guidance on federal grant rules and regulations, and development of new services to support clients in federal grant and procurement.

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CITY OF MINOT, NORTH DAKOTA
FEDERAL DISASTER GRANT ADMINISTRATOR & CHIEF RESILIENCE OFFICER
06/17 – 9/21

Administrator of city's HUD CDBG-DR/NDR \$174 million grants for post disaster recovery and resilience projects responsible for creating and managing affordable rental and single family housing projects, infrastructure, and economic development initiatives, and serving as City's subject matter expert for federal rules and regulations governing grant programs. Position responsibilities included negotiating sub-recipient agreements, property acquisitions, construction and development contracts, and creating financial assistance programs.

MONTGOMERY VILLAGE FOUNDATION, INC.
EXECUTIVE VICE PRESIDENT
3/04 TO 8/06

COO with City / County senior manager experience originally engaged to realign the corporation to closely mirror a city government leading to convert to municipal incorporation from unincorporated 40 year old planned community.

CITY OF WEST PALM BEACH, FLORIDA
ASSISTANT CITY ADMINISTRATOR /COMMUNITY REDEVELOPMENT AGENCY EXECUTIVE DIRECTOR
6/01 TO 5/03

CRA CEO role for 2 districts with trust funds of some \$9 million; Assistant City Administrator supervised functions including Economic and Community Development Department that administers CDBG, HOME, and HOPWA, Parking Administration; served as part of executive team; both roles created capacity to obtain federal grants; successes included creating first revolving loan funds for small businesses (\$1 million), restructuring HOME to forgo loss of \$1 million, salvaging HUD EDI and Section 108 loans at risk of being lost (\$850,000), negotiating CRA's first below interest bank loan for affordable housing (\$1.5 million), securing first EDA grant for development strategic plan.

NEW BEDFORD ECONOMIC DEVELOPMENT COUNCIL, INC., NEW BEDFORD, MASSACHUSETTS
EXECUTIVE DIRECTOR- 7/98 TO 6/01

Recruited by City of New Bedford officials and business executives as first CEO to create 501(c)(3) self-sustaining corporation responsible for the city's economic development efforts; results of tenure included negotiating IRS approval of 501(c)(3); obtaining SBA designation as a 7A Intermediary and U.S. Treasury designation as a Community Development Financial Institution; managing loan programs' portfolio of some \$11 million in federal HUD CDBG and US EDA capitalized pools, and EPA Brownfield site remediation revolving loan grant of \$500,000; negotiating/monitoring Tax Increment Financing pacts worth \$125 million; and managing EPA Brownfield Pilot and EDA Planning Grants; formulated and launched marketing, retention, and development strategies.

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COUNTY OF WESTCHESTER, NEW YORK

DIRECTOR OF MANAGEMENT AND OPERATIONS - 2/96 TO 1/98

Promoted to this key executive position reporting to County Executive and Deputy County Executive responsible for managing day-to-day operations of county government, and serving as special projects trouble shooter; a general purpose county government with almost 10,000 employees and \$1 billion budget at the time; supervisory authority of all county departments; specific roles include chairing senior staff pre-contract and purchase review committee for all county purchases, upgrading grants management system, chairing cluster departments' issues meetings, and serving as part of senior management budget preparation team; unique opportunities included successfully coordinating multi-governments' service support for 1997 PGA Championship at Winged Foot, and oversight of county amusement park (1 million yearly attendance) and Westchester County Airport (full schedule service facility).

COUNTY OF WESTCHESTER, NEW YORK

ASSISTANT TO COUNTY EXECUTIVE - 3/94 TO 1/96

Began as administrator for six executive human service offices (Youth, Older Americans, Handicapped and Disabled, Veterans, Women, and Employment and Training) with total budgets near \$10 million; coordinated offices' functions and programs to expand services to client groups to respond to state and federal mandated changes; accomplishments included instituting federal grants' Indirect Cost Rate system, securing a special federal grant for pilot one-stop technology job center, and launching a federally funded job transition center for 1,600 employees from a closed auto plant. On 6/95 promoted to a new role akin to Director of Capital Projects for oversight and coordinating capital projects (annual \$85 to \$100 million program) among all departments, and to directly supervise individual major capital projects including the new \$20 million airport passenger terminal.

By preparing financial and quarterly status reports, Ashley tracks technical and financial project requirements to comply with the Texas Department of Emergency Management (TDEM) and Federal Emergency Management Agency (FEMA) regulations. He develops hazard mitigation assistance grant (HMGP) applications and budgets based on locality objectives and needs. He is responsible for developing the BCA for various projects, including drainage improvements. Ashley works on critical facility generators and hazard mitigation plans with experience with hurricane-safe rooms and facility hardening/retrofits. He reviews contracts, proposals, procurement documentation, and the professional qualifications of selected bidders. He also prepares the scope of work modification documentation and associated environmental assessment for agency review.

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RENEE WOTT, PMA ECONOMIC DEVELOPMENT GRANT SPECIALIST

PROFESSIONAL QUALIFICATIONS

Renee Wott is heads up a Economic Development unit at GrantWorks who assists clients formulate and fund economic development projects primary through state and federal grants. Her team provides technical assistance to clients throughout the entire life cycle of projects from client outreach and marketing to grant compliance.

Prior to joining GrantWorks Ms. Wott worked as an economic development specialist for the US Department of Commerce – Economic Development Administration, where she manage over \$5M in federal funding for Regional Economic Development Organizations, Economic Development Districts, Higher Education Institutions and various government entities.

EMPLOYMENT EXPERIENCE

GRANTWORKS, INC. VICE PRESIDENT OF ECONOMIC DEVELOPMENT 07/22 TO PRESENT Strategic Planning

- Leads a newly created unit in the company devoted to identifying opportunities to assist existing and prospective clients to formulate and fund, primarily through state and federal grants, economic development projects, and to provide technical assistance support to other key units in the company including client services, proposals, and marketing.
- Provides expertise in fundamentals and principles of economic development to assist the company's units in understanding the needs, requirements, terminology, strategy, and goals of projects and activities involving business, industrial, commercial, and workforce retention and growth.

Client Outreach

- Prepare and carry out marketing and outreach efforts to the company's target markets of cities, counties, and economic development organizations as well as facilitate identification of new potential regional markets in which the company can become involved.
- Engages with clients expressing interest in an economic development project or activity by assisting in defining the need or goal and exploring the services and support that the company can provide.

4+ YEARS

ECONOMIC DEVELOPMENT EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bowling Green State

Masters of Public Administration
- 2020

Bachelor of Arts - 2018

CERTIFICATION

Certified Federal Grants Manager

SKILLS

Project Management, Program
Budgeting, Technical Assistance,
Stakeholder Collaboration,
Community Engagement,
Economic Development, Program
Evaluation

GrantWorks

- Provides support and oversight as needed with all clients that engage the company in economic development grant procurement, administration, project delivery and compliance.
- Tracks policies and initiatives at the federal and state levels creating opportunities or challenges for clients' economic development plans as well as the company's abilities to serve and support its clients.

US DEPARTMENT OF COMMERCE – ECONOMIC DEVELOPMENT ADMINISTRATION ECONOMIC DEVELOPMENT SPECIALIST

07/2020 – 06/2022

Grants Management

- Manage the grants monitoring process (pre- and post-award) of various grant recipients and programs of over \$50 Million Dollars in Federal Funding:
- Regional Economic Development Organizations, Economic Development Districts, Higher Education Institutions, and various government entities.
- Provides expert technical assistance to grantees throughout the life of the grant award
- Processes programmatic requirements of Federal grants; amendments, progress reporting, and evaluation
- Processes the financial reporting of Federal grants including reimbursements, advance payments, and quarterly financial reports
- Extensive knowledge of the Code of Federal Regulations (CFR) and federal grant compliance and guidelines
- Reviews and determines approval of Regional strategic planning through regional Comprehensive Economic Development Strategies (CEDS) for compliance with EDA's guidelines
- Reviews and processes documents for regional designation of new Economic Development Districts recognized by the U.S Department of Commerce

BOWLING GREEN STATE UNIVERSITY – OFFICE OF DEAN OF STUDENTS

OFF-CAMPUS STUDENT ADVISOR

08/2018 – 05/2020

Program Management

- Implemented a new volunteer-based mentor program which yielded a 90% persistence rate of program participants
- Supervised 10 volunteers for the duration of the program
- Increased student volunteer positions by 70% in the second year of the program
- Facilitated training, hiring, and supervision of all volunteers

Programmatic and Event Planning

- Collaborated with internal departments to fund and implement a weeklong series of engagement events for over 500 students
- Processed all payments for the purchase of supplies, and vendors with a \$10,000 program budget
- Planned a series of timely and focused workshops and programs geared towards enhancing student academic success

GrantWorks

**CITY OF CHICAGO – DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS
CITY MARKETS & FACILITIES INTERN
01/2019 – 01/2020**

Programming and Project Management

- Supported vendor and artist relations for large-scale events such as Taste of Chicago, Chicago Blues Festival, Chicago City Markets, and Maxwell Street Market
- Assisted team with marketing on the City of Chicago's website for the promotion of City Markets and external marketing for Maxwell Street Market promotion, including a Spanish translation version
- Created an evaluation tool using a SWOT analysis to outline the needs and opportunities for the City Market program

External Affairs and Administrative Support

- Redesigned the 2020 City Market Vendor Application to increase vendor retention and user experience
- Secured necessary special events permit and payments to ensure all event meets city requirement
- Supervised staff, special projects, and subcontractors for security, maintenance, and facilities

**CENTER FOR REGIONAL DEVELOPMENT
RESEARCH ASSOCIATE
08/2019 – 12/2019**

Economic and Workforce Development

- Researched the regional land use plans and economic development plans to compile for the Comprehensive Economic Development Strategy (CEDS) for 2020 to be presented to regional stakeholders
- Researched the effects of regional and local health and its impact on communities for the first time in the Northwest Ohio CEDS
- Compiled a table of individual county, city, and township plans to present to a committee of regional leaders



FRANK W. MULLEN

Sr. Grant Specialist

PROFESSIONAL PROFILE

Frank Mullen has extensive training and 21 years' background in FEMA policy and procedures consulting for public assistance, emergency management, and construction. In addition, his Native American heritage and culture have been valuable assets in working with Native American tribes in California, Rhode Island, Iowa, Nebraska, Virginia, North and South Dakota.

The skill Mr. Mullen has developed throughout the gathering of his practical experience makes him highly sought after. He has worked on 40+ FEMA disasters, leading teams supporting federal, state, and local populations, as well as Native American tribes, in their recovery. He has served as a Senior Construction Inspector/Estimator in Infrastructure/PA, including operating as a senior manager for FEMA.

Because he has such practical experience in FEMA PA programs, Federal Highway Administration Emergency Relief (FHWA ER) programs, HGMP Mitigation, and BCA, along with having a strong commercial/residential construction background, Mr. Mullen has advised numerous applicants on grant application and management; he has contributed to solutions of complex problems and served as Team Lead on literally hundreds of appeals and the final closeout process.

REPRESENTATIVE PROJECTS

Plexos Program Manager 3 | Nov 2020 to Present

Serving in multiple roles including Proposal Writer, Policy SME, FEMA/Hud Project Assistance, Technical Advisor, and Managing Current Projects.

Redline Global, LLC, Puerto Rico, Hurricane Maria | Mar 2018 to Jun 2020

Senior Subject Matter Expert

As a Principal Consultant, Senior Subject Matter Expert, Policy Advisor, and QA/QC reviewer for the FEMA PA program, Mr. Mullen led the US Team of ten specialists supplying Applicant Project Worksheet packages for FEMA in Categories A through G, including Costing and Mitigation for more than \$350M. He personally completed more than 100 PW packages for more than \$150M for applicants, including DDD/SOW and Project Costing with FEMA CEF/RS Means. He also wrote numerous Mitigation Projects and completed QA/QC review and collaboration for all projects submitted by the US Team.

Fort Bend County, Texas, Hurricane Harvey | Sep 2017 to Mar 2018

Principal Consultant, Tetra Tech Senior Subject Matter Expert

Mr. Mullen provided subject matter assistance and policy guidance to Fort Bend County, Texas, for the FEMA PA and FHWA-ER programs. He assisted the county with preparing their expedited project worksheets for Category A – Debris and Category B – Emergency Protective Measures; he conducted site visits for their drainage districts/roads and prepared the applicant's FEMA PW packages, including DDD/SOW, project costing with RS Means and FEMA CEF for the Road & Bridge Department; and he completed the FHWA-ER Projects.



Education

Industry Supervisory Management Program, Mississippi College

Pennwalt Management Training Program, University of Virginia Extension

Areas of Expertise

Historic and Extensive Knowledge of FEMA 44 CFR, 9500 Series Policy, OMB Circulars Sandy Recovery Act
Proposal Writer
Infrastructure Recovery FHWA-ER Program
Senior Subject Matter Expert
Project Management
Senior Policy Advisor
Field Assessment for Projects / Mitigation
PW Development
Certified CEF Writer
RS Means Cost Estimates
Appeals Specialist
Closeout Specialist
Senior Remote Writer

Training/Skills/Certifications

National Incident Management System (NIMS) IS-100 & 200

FEMA Training Program

- NEMIS/EMMIE
- Certified CEF Estimator
- Proficient RS Means
- OPS 1 & 2-IS-001EPM
- ICE 700/800 + Series 001 thru 120
- Debris OPS
- PDA
- Hazard Mitigation
- Environmental
- Floodplain Management
- Historic

City of Albany, Georgia, Severe Storms/Tornadoes, FEMA Public Assistance Consulting | Mar 2017 to Aug 2018

Principal Consultant, Tetra Tech Senior Subject Matter Expert

Mr. Mullen provided policy assistance to the FEMA PA Team during project formulation of \$35M in PA-reimbursable costs. This included all permanent work Categories A through G damaged by two federally declared disasters. He also addressed coordination with FEMA PA staff during site visits, cost estimating, documentation collection, and prepared PA grant applications for the Electrical Co-op.

City of Fayetteville, North Carolina, FEMA Public Assistance Consulting | March 2017-

August 2017 *Principal Consultant, Tetra Tech Senior Subject Matter Expert* Mr. Mullen provided policy assistance to the FEMA PA Team during project formulation, including DDD/SOW, Project Costing, and CEFS for PA-reimbursable costs for permanent work. He assisted with site visits, engineer meetings, cost estimating, document collection, and full PA grant applications preparations, including CEFS for Hurricane Matthew.

Virginia Department of Emergency Management, Manno Associates | 2016-2017 *Principal Consultant* Mr. Mullen worked with Virginia Department of Emergency Management (VDEM) to prepare large and small closeout PW's ready to be submitted to FEMA for final approval. He was on the state's A-Team to complete preliminary damage assessments (PDA) for tornado's and hurricanes. Mr. Mullen assisted the state with the preparation for a declared disaster, assisted with PDA for the VDEM for storm damages from Hurricane Matthew (DR 4291), and performed QA/QC, closeouts, and PW rewrites for the Virginia Winter Storm Jonas VDEM snow disaster (DR 4262).

TAC Contractor Fluor/TRS | 2005-2019 *Senior PA Recovery Specialist*

Mr. Mullen served as a Senior PA Recovery Specialist (Level 3) on multiple disasters serving as a Task Force Lead, Group Supervisor, PA Coordinator, Native American Tribal Lead, and a Senior Construction Inspector/Estimator in Infrastructure/PA. He addressed a variety of projects and developed PW cost estimates for roads, bridges, schools, hospitals/medical facilities, large chemical plants, sewage/water treatment facilities, electrical co-ops, beaches, and public buildings. This includes historical buildings with consideration for mitigation, environmental, and floodplain aspects of the work. Mr. Mullen was an expert for assistance and recovery to FEMA, state, local populations, and Native American tribes.

Department of Homeland Security/FEMA, Philadelphia, PA | 2001 – 2005

Deputy Public Assistance Officer, PAC, Native American Tribal Lead, Trainer

Mr. Mullen worked as a Deputy Public Assistance Officer, PAC, Native American Tribal Lead, and Trainer in Infrastructure/PA. He was responsible for supervision of the FEMA program and developing cost estimates for complex projects including damages for roads, bridges, dams, reservoirs, shore protective devices, chemical/sewage/water facilities,

process. He completed hundreds of large and small closeouts for the States of West Virginia and Virginia for multiple disasters.

City of Baytown, TX Mr Mullen inspected and wrote a large project PW including the CEF PW for the Marina Boat Pier and the 100 Slip Boat Pier for a cost of \$5,887,952.00. The project included Remove remaining damaged piles, install new concrete and wood piling system, assembly and installation of concrete Unifloats including gangway, walers, polymer filled slabs, fendering, weldments, cleats and cover boards, install electrical system wiring and components based on plans, install plumbing system and equipment, install fire system, install fire hose cabinets, install fire extinguishers, install dock storage boxes, install bullhorn assembly flood fixtures.

Colonial Homes, Inc., Roanoke, VA | 1985 to 2001

Registered Class A General Contractor

Mr. Mullen's experience as a Registered Class A General Contractor included serving as a project construction manager for commercial and residential work. From ground-breaking to project completion, Mr. Mullen's work included commercial/residential estimating, job site management, project scheduling, bidding, material purchasing, contract negotiations, blueprint review, managing subcontractors, and land development including site development, supervising installation of roads and utilities for both residential and commercial projects.





MARK S. BREWER
Sr. Engineer

OVERVIEW

- 40 years of diverse civil engineering experience including planning, design and management of projects from concept through construction.
- Experience in a wide variety of types of projects from utilities to structural.
- Solid field experience as owner's representative and management of quality assurance programs.
- Registered Professional Engineer, Tennessee, Colorado, Alaska, and Florida. Previously registered in California

EMPLOYMENT HISTORY

2006 to 2018 TRS STAFFING, FEMA DISASTERS

Technical Assistance to FEMA on federal disasters providing engineering expertise on disaster damaged public facilities of all types. Have worked on a total of 21 disasters. Currently working on Louisiana Disasters writing worksheets for roads, canals, bridges, levees, and private non-profit facilities. 2013 Hurricane Sandy, Supervisor for an 11 engineer team writing worksheets for \$600M in damages to the Passaic Valley Sewer Plant, NJ.

2001 to 2003 HDR ENGINEERING, COLORADO

Project engineer for sewer, water, and storm drainage planning and design projects. Resident engineer for sewage lift station and water transmission main projects. Notable projects included: Todd Creek Lift Station and Force Main – planning and design of a 3 mgd lift station and 17,000 feet of sewage force main; 52nd Ave Watermain design – design of 3,000 feet of 12 inch water main for the City of Thornton; Happy Canyon flood control structure – design and resident engineer for a landscaped flood control structure for the Urban Flood Control District; Interceptor Sewer rehabilitation – resident engineer for rehabilitation and modification of sewer manholes and monitoring well for the Metro Sewage Reclamation District; Piney Creek Lift Station – resident engineer for a 10 mgd lift station facility for the City of Aurora.

1998 to 2001 CIVIL CONSULTING ENGINEERING, COLORADO

Consultant contract engineering including soils testing, septic systems, foundations, subdivisions, water, and sewer systems, flood modeling, and residential and light commercial structural. Projects included design of sewage flow monitoring stations for the Canon City Correctional facility.

1993 to 1997 TRYCK NYMAN HAYES, INC., ALASKA

Senior Civil Engineer. Duties included project management, proposal preparation, client scope of work and fee negotiations, interface with subconsultants, project budgeting and estimating, civil design and construction inspection. Supervised engineers, construction inspectors, and cad technicians. Typical projects included: Air Guard Term Contract – Project Manager for work order design of repairs and new construction for facilities at the Anchorage Air Guard station; Project manager for Corps of Engineer Projects such as Base School Renovations – civil and structural subcontract design and design build package preparation for renovation of 4 schools on local military bases, and Cape Romanzof Aerial Tram - rehabilitation design for an aerial personnel tram at Cape Romanzof in northwest Alaska; Anchorage Loop Water Transmission Main - Project

engineer for design of 9,200 feet of 48 inch water transmission main; South Anchorage Middle School Water and Sewer Extension - design of 17,000 feet of water extension and 8,000 feet of sewer extension, design of two pump stations, preparation of performance specifications for a 0.5MG water storage tank and associated facilities, preparation of bid packages and bid phase assistance.

1991 to 1992 BANGERT BROTHERS CONSTRUCTION, COLORADO

Quality Assurance Engineer for two runways and access road serving the new Denver airport (\$110M in total contracts). Set up contractor's quality control program. Set up materials testing labs, supervised materials testing subcontractor, hired and supervised 13 onsite inspectors and managed materials testing subcontractor with 3 testing labs.

1988 to 1990 BOYLE ENGINEERING CORPORATION, CALIFORNIA

Senior Civil Engineer. Served as a consultant District Engineer for the Municipal Water District of Orange County, which is a wholesale water agency serving 300,000 people. Also served as District Engineer for the East Orange County Water District, a 2,000 customer wholesale/retail water district. Duties as District Engineer for the East Orange County Water District included supervision of water transmission and distribution planning and modeling, bid document and construction cost estimate preparation, and quality assurance and testing. Duties for Municipal Water District of Orange County included serving as resident engineer for construction of a \$13 million water pump station and a \$10 million, 66-inch diameter, steel water pipeline.

1986 to 1988 CITY OF FAIRBANKS, ALASKA

1986 - Lead Project Field Engineer for \$6 million addition to the city water and sewer systems. Supervised up to 14 engineers/inspectors on around the clock work schedule. Responsible for inspection, testing, and acceptance of work. 1987-1988 - Lead Project Field Engineer for inspection and acceptance of improvements to city water, sewer, road, storm drain, and street lighting improvements constructed for a 300 unit military housing project. Supervised up to 10 inspectors.

Winter months designed sewage lift stations and water distribution facilities.

1983 to 1986 SELF EMPLOYED, CIVIL ENGINEERING AND CONSTRUCTION CONTRACTING, ALASKA

Owned Naknek Mechanical. Designed houses, apartment buildings, and small commercial facilities. Performed septic and well testing. General contractor for houses, apartment buildings, and epoxy injection to concrete structures. Rebuilt and traded heavy equipment.

1978 to 1983 ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, ALASKA

Utility Engineer, performed engineering and construction inspection work in relation to the relocation and extension of public utility facilities in advance of highway and airport projects. Duties included contract preparation and administration, consultant selection, bid phase assistance, design engineering, public and public agency coordination, construction quality assurance inspection and testing.

EDUCATION

B.S. Civil Engineering, University of Colorado, 1977
B.S. Business, University of Colorado, 1977



CARY GAYNOR, P.E.
Sr. Engineer

EDUCATION

- B.S., Engineering, University of Nevada, Las Vegas, 1974
- Army Corps Quality Management through AGC
- Army Corps of Engineers 400+ Hours of Course Work in:
 - Contract Administration
 - Project Management
 - Construction Management
 - Energy Management and Control
 - Emergency Management
 - Building Systems
- EPA 40-Hr Hazardous Materials Course.
- 2500+ hours various continuing education to maintain registrations

PROFESSIONAL REGISTRATION

- P.E., Civil and Environmental Engineering, Oregon No. 15157
- P.E., Civil Engineering, California No. C 046619

PROFESSIONAL ORGANIZATION

- American Society of Civil Engineers (2003-Present)
- APWA (2013-Present)

EMPLOYMENT HISTORY

- CMTS– Civil/Environmental Engineer (2010 – Present)
- City of Salem- Senior Project Manager (1991-2009)
- US Army Corps of Engineers, Resident Engineer and Project Manager (1979 – 1991)
- EG&G, Field Engineer (1974-1979)

GENERAL

Mr. Gaynor has more than thirty-five years of increasingly responsible experience in design management, construction management, design, and overall project management. He is experienced in Federal and Municipal Contracting, Federal and Municipal employment practices, and working in the contractor environment. His work includes Federal classified work, working with union and non-union contractors, a variety of municipal water and wastewater design and construction projects including pump stations and treatment systems, and building construction.

PROFESSIONAL EXPERIENCE

Construction Manager/Project Manager

CMTS (2010-Present)
Portland, OR

Mr. Gaynor provides construction management services and oversight on multiple pump stations, underground utilities, and building projects on behalf of the City of Portland. He has provided technical services to TriMet for Light Rail construction and to the City of Eugene for Bus Rapid Transit construction. In addition he works on staffing for CMTS in project development, recruiting, client needs, and other direct project assignments. Currently providing support on City of Beaverton waterline projects to be completed this summer.

Senior Project Manager

City of Salem (1998-2009)
Salem, OR

Mr. Gaynor performed Project Management duties for “Special Projects” and was designated as Fund Manager for the Wastewater Fund. Duties included direct supervision of Engineering and Technical staff as well as mentoring duties for younger engineers not directly supervised. His work on major projects included design management for electrical upgrades, electrical switchgear, variable speed drives and standby generators, pumping facilities, filtration, treatment and chlorination systems, and building additions. Other work included supporting the beginnings of the City-wide asset management program.

Construction Engineer

City of Salem (1991-1998)
Salem, OR

Mr. Gaynor was the Hiring Supervisor for the construction inspectors, provided Contract Administration for Capital Improvement Projects, and was responsible for annual budget formulation for the section. He performed Special Duty for enforcement of City Code requirements pertaining to Public Works, requiring special training and warrant as a City



CARY GAYNOR, P.E.
Sr. Engineer

Of Salem Reserve Police Officer which included limited capacity to investigate and issue citations and levy fines. His other duties included construction management of public works infrastructure by permit (non-CIP construction), resolution of design and construction problems, and development of agreement documents for work performed by developers, and acceptance testing and inspections. Also served on City design and construction standards committees to update standards and new product evaluation, and the joint ODOT/APWA committee to integrate their standard specifications.

Project Manager

*US Army Corps of Engineers (1984-1991)
Sacramento District*

As Project Manager for flood control and reservoir projects, Mr. Gaynor was responsible for assessment of design and construction requirements, budget formulation, resource allocation, and contract administration for Architect-Engineer design contracts and direction of in-house design efforts. Duties included environmental coordination and litigation requirements, public meetings and presentations, Congressional communications, press releases, project design specifications, and review of design drawings for riparian restoration, wildlife and recreation enhancements, and flood control levees with construction value exceeding \$100 M. As Project Manager for design of military support projects, primarily at Nellis AFB, Nevada, he was responsible for administration and direction of Architect-Engineer design contracts, establishment of the project criteria and writing the scope of work for the design contract, budget formulation for design and construction, and review of the designs produced. He conducted design review meetings, briefings for command staff, and provided assistance to construction when necessary. The work included master planning assistance, designs for runways and taxiways, living quarters, infrastructure including roads and utilities, energy management, office buildings and security. He also provided direction and professional guidance to in-house design teams on approximately 20% of these projects. Construction value exceeded 80 million over four years, including a \$15M Civil Engineering Complex and Maintenance Facility.

Resident and Project Engineer

*US Army Corps of Engineers (1979-1984)
Los Angeles District*

Mr. Gaynor was the Resident Contracting Officer (\$50,000 warrant) for construction projects supporting both the US Air Force and NASA operations on Edwards AFB. His duties included interpretation of plans and specifications, engineering decisions to resolve conflicts and necessary design of field changes, negotiation and implementation of construction change orders, and review and approval of contractor shop drawings. His staff included two civil engineers, five construction inspectors and a construction secretary. He provided full supervision, performance appraisals and goals, and assessment of training needs. He was responsible also for the annual office budget as well as the physical plant. Project values ranged from \$800,000 to \$12 million with an aggregate total of \$25 million and included a 72,000 SF research and design avionics facility. Additional duties included Emergency Management Officer for the Lancaster-Mojave and Bishop-Lone Pine California areas. Mr. Gaynor was also a Project Engineer at Nellis AFB, where his duties included review of contractor shop drawings for approval by the Resident Engineer, estimating material and labor values and preparation of change orders, review and approval of monthly work value for progress payments to contractors, and assistance with the safety program. These projects ranged from \$600,000 to \$6 million and included construction management and oversight of the 50,000 SF, \$6,000,000 air traffic control facility for the USAF Aerial Combat Training Program (Red Flag).

Fred “Sonny” Kunchick

Phone: 360-318-6386

88 Grand View Lane, Bellingham, WA, 98229

e-mail: SKunchick75@gmail.com

Education

- Bachelor of Arts in Environmental Policy and Planning, Hazard Mitigation and Emergency Planning Track from Western Washington University

Training / Certifications

- FEMA Mitigation Software (FEMA GO, Grants Manager, NEMIS, and eGrants)
- Certified Federal Grants Manager (Management Concepts)
- Former Certified Floodplain Manager
- Completed the FEMA Professional Development Courses
- Passed my Certified Emergency Manager (CEM) Testing

Relevant Highlights

- Managed Hundreds of millions of dollars in FEMA Hazard Mitigation Assistance Programs including BRIC, PDM, HMGP, and 406 Mitigation to states and Tribal Nations all around the country
- Provided HMA and 406 Mitigation training (formal and informal) to other FEMA employees, states, tribes, and non-profits

Professional Bio

I have extensive experience as a Hazard Mitigation Specialist and Emergency Response Planner who has worked at the local, state, and federal government levels to ensure that communities understand and address their vulnerabilities to natural hazards and the associated risks to the communities' physical, social, and economic well-being before and after a disaster and find solutions to mitigate those hazards and risks.

My experience includes managing smaller mitigation projects as well as multimillion dollar large infrastructure projects to states, tribes, and non-profits. I am considered by my peers a Subject Matter Expert on Mitigation Projects through their whole lifecycle from project idea implementation, application submissions, successfully acquiring funding, project implementation and management, and lastly closeout (Financial/Programmatic) of the projects. Additionally, I leverage my extensive understanding of Hazard Mitigation policies, Code of Federal Regulations, procedures, and guidance as well as project management expertise to support my clients' in reaching their desired end states, mitigation to the best capability to reduce future natural hazard impacts.

I most recently served as the Lead Point of Contact for all Non-Disaster Funding Hazard Mitigation Assistance Programs (BRIC, PDM, and FMA) to the State of Washington and multiple Tribal Nations. Previously, I served as the Point of Contact for much of the Hazard Mitigation Grant Program projects funded in the State of Washington and Tribal Nations within the state, and before that Point of Contact for all HMA Programs in the state of Alaska, many being tribes. With almost 14 years of experience within the FEMA programs, not just Mitigation, but also responded to over 10 large Federal Disasters as a Planning Response Planner which allowed me to develop an understanding of all the programs and how we can work across Programs, Agencies, and many more involved parties to make a more functional system and establish communication so that we are supporting our clients to the best of our ability.

I have managed and supported 100s of Mitigation projects that total over 300 million dollars. I have deployed to over 50 Federally Declared Disasters around the country in different capacities and at the end of the day my goal is to build stronger, safer, more resilient, and adaptable communities, communities large and small.

Before joining FEMA, IO served in a variety of recovery, mitigation, response, and exercise planning roles, including as a Research Assistant at the Resilience Institute at Western Washington University supporting Disaster Research and as the Emergency Response Planner for the Whatcom County, Washington Health Department.

Relevant Experience

HORNE, LLC Manager, Government Services, HMA Specialist

June 1, 2022 - Current

- Support State of Texas Staff with their HMA Programs

Fred “Sonny” Kunchick

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e-mail: SKunchick75@gmail.com

Hazard Mitigation Specialist, GS 12 Step 8 (\$113,000/yr)
Federal Emergency Management Agency
Region 10
Bothell, WA

September 2009 – April 2022

- Provided Project Management oversight for over \$300 million in Hazard Mitigation projects to the states of Alaska and Washington
- Support Federal response efforts during emergency activations and at Presidentially Declared Disaster sites
- Deployed to over 40 Presidentially Declared Disasters, starting with Hurricane Ike in 2008. My deployment experience includes Hazard Mitigation Deputy Branch Director, Planning Section Branch Deputy Director, Grants and Planning Specialist, and Hazard Mitigation 406 Specialist. I have also responded and deployed as a Planning Situation Unit Lead for over the last 10 years

Emergency Planning Specialist
Federal Emergency Management Agency
Region 10
Bothell, WA

August 2008-August 2009

- Deployed as an Operations Planning Specialist for 12 Presidential Disaster Declarations
- Updated FEMA Region X's Emergency Operations Plan
- Trained Emergency Support Functions (ACOE, Red Cross, DOT, USCG, USGS) on Stafford Act Responsibilities during initial Emergency Response and to Presidentially Declared Disaster Declarations

Events Coordinator
International Disaster and Risk Conference
United Nations – International Strategy for Disaster reduction (ISDR)
Davos, Switzerland
August 2008

- Manage a staff of 50 from 14 different countries
- Managed current and future resource needs such as estimating short and long-range personnel, budgetary, space and equipment needs

Emergency Response Planner
Whatcom County Health Department
Bellingham, WA, USA
September 2007 – July 2008

- Establish education material for government and businesses continuity in the event of emergency situations and disasters

Fred “Sonny” Kunchick

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- Organize and maintain Mass Vaccination Clinic inventory
- Update Health Department Emergency Operations Plans
- Establish and maintain strong working relationships with partner government agencies and businesses
- Participate in and help manage Health Department and partner agencies emergency tabletop and functional exercises
- Support the Whatcom County Medical Reserve Corps

Research Assistant

Western Washington University’s Office of Sustainability

Bellingham, WA, USA

October 2007 – February 2008

- Perform Greenhouse Gas Inventory (GGI) and Climate Action Plan (CAP) for Western Washington University, USA

Research Assistant

Institute for Global and Community Resilience

Bellingham, WA, USA

March 2007 – February 2008

- Perform research in context to disaster reduction and emergency planning
- Perform research for and contribute to grant writing projects
- Contribute to project planning and management
- Responsible for event planning and management

Consultant

Risk Reduction Education for Disasters (RiskRED)

Sherman Oaks, CA, USA

September 2007 – October 2007

- Conducted research on disaster risk reduction education programs in New Zealand and China to develop policy recommendations for the Organization for Economic Cooperation and Development (OECD)

Employment History

Federal Emergency Management Agency, Hazard Mitigation Assistance Specialist, 2009 to Present

Federal Emergency Management Agency, Planning Specialist, 2008 to 2009

United Nations – International Strategy for Disaster Reduction (ISDR), Davos, Switzerland, Event Planner, August 2008

Whatcom County Health Department, Emergency Response Planner, September 2007 – July 2008

Western Washington University’s Office of Sustainability, Research Assistant, October 2007 – February 2008

Western Washington University’s Resilience Institute, Research Assistant, March 2007 – February 2008 \

Risk Reduction Education for Disasters (RiskRED), Consultant, September 2007 – October 2007

2. APPROACH

The **Synergy Team** is well versed in all types of Federal disaster recovery grants and programs such as FEMA (PA, HMGP, PDM and FMAG), HUD (CDBG-DR and CDBG-MIT), NRCS (EWP), FHWA (ER), as well as state grants. Having worked through numerous disasters in Florida, our team members have developed working relationships with several Florida state agencies and FEMA Region IV personnel, which can be leveraged for the Town's benefit.

Our team members, including senior leadership, do not just speak to disaster recovery in theory, we live it every day with hands-on experience. Working projects, applying lessons learned and best practices from around the country, is truly the best way to establish a new standard in disaster recovery. Since the full rollout of the FEMA Grants Portal system and the new delivery model for Public Assistance in the wake of the 2017 hurricane season, our **Synergy Team** has worked some of the country's biggest disasters resulting in hundreds of millions of dollars of damages. In doing so, we have developed ways to make the new model work best for you, the Sub-Applicant, rather than FEMA's objectives and timeframes. Our work on the front end has resulted in saving our clients millions of dollars at closeout.

Program Management & Administrative Plan

The **Synergy Way** emphasizes taking pride in one's work, leading to quality work products. One of the core values for **Synergy** is the belief that "The Client Comes First." To create true synergy with our clients, we go beyond simply doing our job, we aim to create a lasting relationship by working ourselves out of a job. We treat our clients like family, with respect, care, and our full attention.



We consider Fort Myers Beach an integral part of the Synergy Team. Your participation, input and feedback are critical to achieving your goals. Rather than taking over a disaster, we prefer to integrate ourselves and augment your already thriving system. After all, this encapsulates the very definition of synergy – combining forces to produce a greater effect than the sum of its parts.

The foundation of a successful relationship is the implementation of the Three (3) C's: Communication, Collaboration and Coordination. It starts from the very beginning of a relationship and cannot be overlooked. When things are not communicated clearly, efforts are duplicated or disregarded. When collaboration is overlooked, ideas are not shared, and available resources become inaccessible. When groups do not coordinate but instead operate in silos, projects and resources overlap, and work suffers. Clear communication, cooperative collaboration and close coordination is a priority for all Synergy projects.

A strong work ethic, honesty, reliability, accountability, and forethought are core traits of our project team. These are exemplified in our work and character and cannot be limited to one or even a few areas of operations but are a part of our philosophy.

We foster continuous growth and improvement, not just for Synergy family members, but for our extended family as well: our clients. We do what we do because of you, and the satisfaction we derive from seeing you and your communities not just survive but thrive.

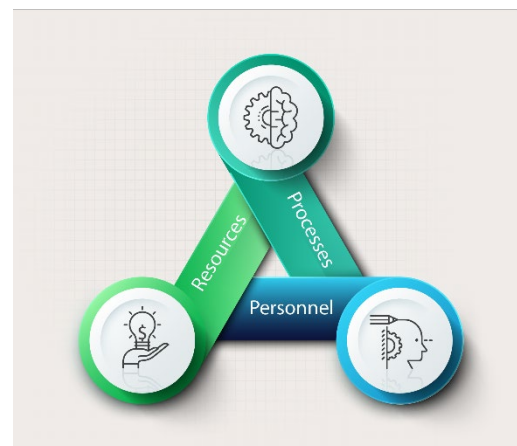
Lastly, Synergy is dedicated to shattering the status quo by constantly seeking opportunities to innovate. We never approach a client or project with a cookie-cutter mentality. Our experience, strategic and critical thinking translating into results demonstrates our commitment to learning and growing alongside our clients and sharing industry best-practices and advances as we, and the disaster recovery landscape, evolves.

The **Synergy Team** understands that success is not driven by people alone. The right people need to be armed with the appropriate resources, and well thought out processes, to truly succeed. We call this harmonious balance the **SynTrax Recovery Process**. Project Management is the cornerstone of the **SynTrax Recovery Process**.

Good project management assesses the current situation, puts the proper resources in place to accomplish the tasks at hand, while measuring the risks and potential consequences going forward.

We measure our success by more than just analyzing your current state of happiness with our progress. We also must look around the corner to recognize any unintended consequences, and/or cascading events that could affect the decisions we make today.

SYN-TRAX RECOVERY PROCESS



Quality Assurance/Quality Control (QA/QC)

The **Synergy Team** has established numerous quality assurance / quality control (QA/QC) measures that we will utilize throughout our relationship. Having put together numerous tools and resources, such as standard operating procedures (SOPs), checklists and project/progress trackers, throughout all our engagements, we are able to ensure quality radiates through every task on your project. One such measure is our **“Progression Audit”**.

Generally, when people hear the word “audit” it has a negative connotation. However, these audits are more like reviews and should be used as a tool to identify any issues early, so you can take corrective action before the project ends.

We at **Synergy** have taken this strategy to heart, by instituting this same philosophy into our overall grant management process. More specifically, by identifying certain critical points along the grant management process, we have built in “progression audits” to take place before the next phase of the project begins.

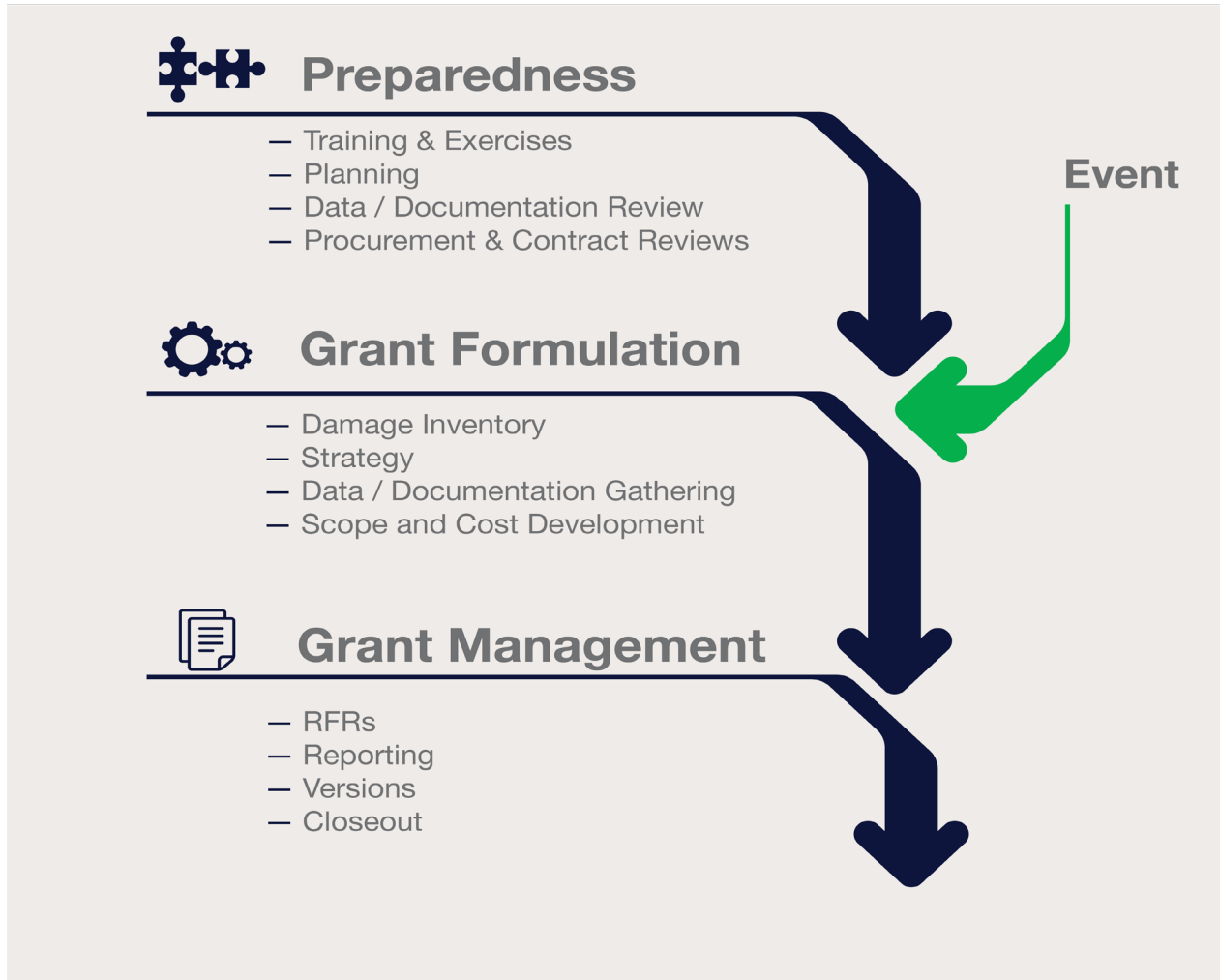
The goal is to provide feedback and specific training on the task at hand while fresh in every one’s mind, as opposed to waiting until further along in the process, when certain actions may lead to project delays.

Progression Audit critical points in the FEMA PA Process:

- ✓ Damage Inventory
- ✓ Site Inspections
- ✓ EEs
- ✓ RFRs
- ✓ Versions
- ✓ Time Extensions
- ✓ Quarterly Reports
- ✓ Closeout

Public Assistance Process Phases

SYNERGY ROAD TO RECOVERY



The FEMA Public Assistance process can be broken up into three phases:

1. Preparedness: Non-grant related measures taken before an event to reduce risk and mitigate impact.
2. Pre-Obligation (Grant Formulation): Grant related activities carried out to identify, capture, and document damages and expenses to formulate projects and receive FEMA funding.
3. Post Obligation (Grant Management): Grant related activities required to draw down FEMA funding from the state to complete and close out projects.

Phase 1: Preparedness

If called upon, our team of professionals can assist Fort Myers Beach with preparedness activities, updating the mitigation, response, and recovery plans, and implementing After Action Reports (AAR).

Development & Revision of Plans

Our planners are well-versed regarding the various Presidential Directives and the Policy Doctrine of operations and preparedness from the Department of Homeland Security's (DHS) National Incident Management System (NIMS), National Response Plan, National Infrastructure Protection Plan, and National Preparedness Guidelines. This coupled with our experience supporting a broad spectrum of organizations ensures that our products are built upon the latest requirements, guidance, and industry best-practices.

Preparedness Activities:

- Plans
- Training
- Exercises

Training & Conducting Exercises

When it comes to training, we understand the importance of exercising plans to determine response and recovery capabilities, as determined in your plans. To accomplish this, we will develop and coordinate exercises to provide practice for prevention, vulnerability reduction, response, and recovery capabilities. Following the exercise, our team will deliver an evaluation of the performance through After Action and Improvement Reports, so your personnel can receive immediate feedback and take corrective action before the next event occurs.

Phase 2: Pre-Obligation (Grant Formulation)

Grant formulation begins with documentation from the moment the Town moves forward with recovery. Our team will work with you to set a precedent for the management of the lifecycle of the grant in this phase. Consistency is critical for every project and grant; therefore, we use the same format, tools, and best practices that will be used all the way through to closeout. This ensures vital components of this phase, including cost estimation, expenditure eligibility, and project scoping, are precise, well documented, and an unshakable foundation for each project.

One of the crucial lessons learned, working nationwide, is enforcing quality over speed when formulating projects. Taking the time to pay attention to details and ensuring the project is formulated correctly on the front end eliminates clean up later in the process, often resulting in quicker and more efficient recovery overall. In the new FEMA PA Process, this begins with confirming that damages are captured accurately and completely on the Fort Myers Beach's Damage Inventory (DI).

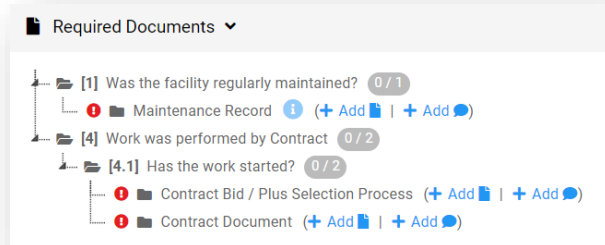
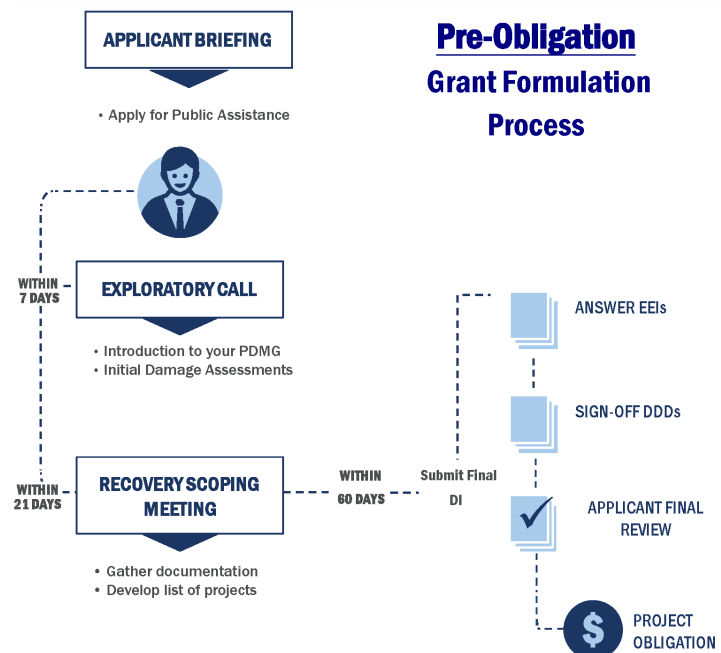
The **DI** will be the cornerstone of your project development, playing a critical role in project grouping, setting site inspections, developing a Scope of Work (SOW), and more throughout obligation. If this is not captured well, it will have a trickle-down effect for the remainder of the project lifecycle.

Other critical points under the grant formulation process are:

1. Essential Elements of Information (EELs)
2. Damage Description and Dimensions (DDD)
3. Applicant Final Review

Essential Elements of Information (EEI)

are a series of questions in the Grants Portal that may require supporting documentation. EEIs, along with the supporting documentation, are sent to the Consolidated Resources Center (CRC), where a FEMA representative will attempt to write a project from the information submitted. One of the lessons learned that we employ on every project, and have found extremely beneficial to assist the process, is to attach a brief **Memorandum of Explanation** (your story of the project) with the **EEI**. This ensures the person attempting to write the project at the CRC has some context.



In the summer of 2022, FEMA raised the small project threshold to \$1M. This exponential threshold increase requires strategy to maximize funds while balancing speed of disbursement, especially with FDEM having certain requirements for projects over \$250K.

The next critical point in the process is when FEMA writes the **Damage Description and Dimensions (DDD)** which assists in identifying damage eligibility. Thorough review and acceptance of the **DDD** is vital to the accurate formulation of the project. This document should be cross referenced with the 1) **DI**, 2) Damage Assessment Report, 3)

FEMA Site Inspection Report and 4) the **EEI**, to ensure all items of the project are captured.

Synergy will assist the Town in understanding any unique requirements or regulations that may apply to a project type, to ensure the most effective and beneficial project type is chosen. The different types of projects are multifaceted and can be complex, but we believe education empowers the Town for future grant funding pursuits and promotes confidence in project scoping.

Phase 3: Post-Obligation (Grant Management)

Having a project obligated is comparable to having money deposited to your checking account. However, just because there is money in your account, does not mean you get to spend it however you see fit. Now that there are funds, first and foremost, the people who oversee the grant and projects for the Town must be accounted for, from award to closeout.

Before spending anything, one of the imperatives when moving forward after obligation is the compliance with regulations regarding procurement, beginning with the solicitation or **Request for Proposals (RFP)**. We will work closely with the Town and FDEM to confirm your proposal and procurement process are accurate, ethical, and consistent so there are no issues with work beginning in a timely manner. While solicitation is not an ongoing process through the grant lifecycle, procurement compliance will be - and documentation is the key to accessing your funds.

Post-Obligation (Grant Management) Activities:

- RFRs
- Scope Changes and Cost Overrun Versions
- Quarterly reports
- Project Closeout/Appeals/
- Audits

The State, and more specifically FDEM, acts like the bank, and must ensure that you submit all the appropriate documentation and are following your project's approved scope of work, in order to allow you to draw down your funds. This is what is known in the FEMA PA Program as submitting your **Requests for Reimbursement (RFR)**. Additionally, there are other grant requirements to fulfil such as quarterly reports, documenting scope and cost changes, and project closeout, which will also be covered later in this section.

Requests for Reimbursement (RFR)

Reimbursement for project expenses can be complex and even seem daunting. Our **Synergy Team** will navigate the process with you, focusing on how to adequately back up your expenditures with the right documentation and sharing our lessons learned to make the process easier. Our goal is for you to be confident in the process and we give you the tools to do just that.

The **SynTrax Recovery Process** allows for the creation and submittal of RFRs in an expedited and efficient manner. This process gives our **Synergy Team** the ability to work with Fort Myers Beach to receive reimbursements more quickly than most applicants in

the State. Once a cumbersome undertaking, our team has simplified this process by building the **SynTrax Recovery Workbook**. The workbook provides real time project information, and is paired with our organized documentation system, which identifies the documentation required at each step in the process. These tools make your requests for reimbursements a cinch.

Scope Changes & Cost Overrun Versions

Projects do not always fall in line as they were originally written in the Pre-Obligation process for many reasons, some of which are completely out of our collective control. When this happens, projects will need a change to the obligated scope and a scope change request needs to be brought to the State's attention as soon as it is known. The scope change itself will be submitted once all necessary documentation is available.

Another consideration in the process is when estimated costs do not mirror our actual project costs, and FDEM needs to be notified through a cost overrun version. Utilizing the **SynTrax Recovery Workbook**, our **Synergy Team** can track when any eligible expenditure is close to reaching project thresholds, or by how much it may be exceeding its obligated amount. This allows us to notify FDEM early on that additional funds may be needed to complete the project. At **Synergy**, we recommend formulating cost overrun versions if eligible expenses are going to be greater than 15% of the obligated amount. Otherwise, this can wait until Project Closeout, creating less of a burden on the Town.

As a best practice, all scope changes and cost overruns project versions submitted by our **Synergy Team** will be accompanied with a revised **Memorandum of Explanation**, updating the original version submitted under the Grant Formulation process.

Project Closeout, Appeals, & Audits

When a project is complete and all actual costs are known, a project enters project closeout, and a project closeout package is prepared and submitted. This is when, in addition to having submitted all your RFRs, the Town will receive any retainage held by FDEM. Closeout activities include:

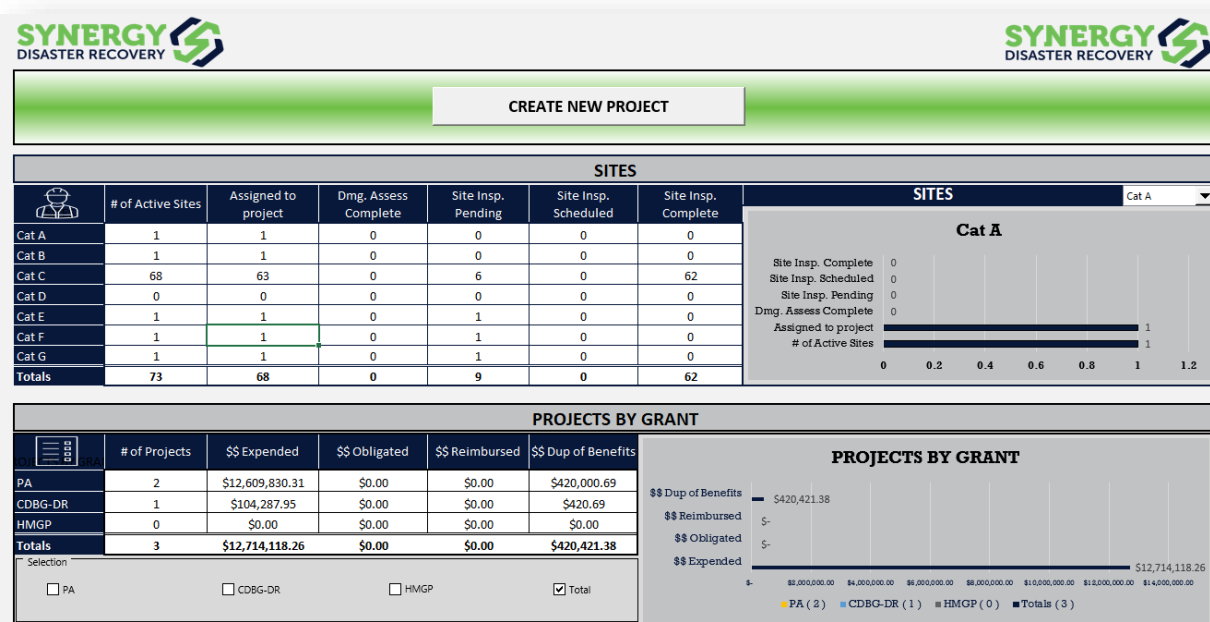
- Reviewing projects for missed funding opportunities
- Reviewing expenditures for compliance with regulations
- Reconciling closeout accounts internally including small project net cost overruns
- Requesting formal closeout from funding source(s)
- Recording and reporting on variances (if required)
- Closing accounts

The project closeout packages our **Synergy Team** prepares are uniform. Set up in a standard naming convention and index which allows FDEM final review to proceed in an expedited manner, as they have a consistent approach.

A prevalent theme throughout the **SynTrax Recovery Process** is to complete all the necessary work on the front end, so the back end is much easier. This **“close as you go”** mentality reduces the duplication of effort, minimizes risk, and shortens project closeout. Our process, which integrates with FEMA's VAYGo (Validate as You Go) process, includes progression audits, memorandums of explanation, and a standardized workbook provide great strides in lessening the need for appeals and the risk of audit findings.

However, there are times FEMA may not agree with information as presented within a project and will deem portions of the project, or the entire project ineligible. In these limited cases, The town of Fort Myers Beach along with our **Synergy Team's** support should attempt to deal with these issues administratively and negotiate with FEMA based on policy. If required, we will be prepared to fight doggedly by utilizing our decades long experience in analyzing and interpreting federal disaster policies and regulations to file an Appeal. Having successfully argued many appeals in our history, we will ensure that you receive every reimbursable dollar amount you are entitled to.

Documentation & Reporting



Over the past few years, the FEMA Public Assistance (PA) Program has made several changes to create a program that is transparent while delivering better customer service. The FEMA Grants Portal is designed to allow stakeholders to track the progress of the entire recovery process and is the best resource for applicants to check on the status of formulation of project worksheets. The Grants Portal is the platform FEMA utilizes to store and share documentation, eliminating the need for back-and-forth hassles of email or hard copy documentation.

We have extensive experience with the Grants Portal, and in addition our team is extremely proficient in utilizing the FloridaPA.com platform, which is used by FDEM for grant management following FEMA obligation.

No matter the engagement, we utilize our exclusive **SynTrax Recovery Process**, a holistic approach that utilizes our tried-and-true project methodology along with resources and tools to accomplish a complete, efficient, and maximum recovery process. This starts with standardization, documentation and organization, the cornerstone to achieving optimal results in the process.

Our **Synergy Team** is well versed in multiple platforms of cloud-based document management systems such as Google Drive/Docs, SharePoint, Asana, Bitrix24, and others. Regardless of the platform required, we believe in a standard file structure and naming conventions to make document recognition easy and accessible. Additionally, we back up our cloud-based documentation on portable hard drives quarterly. At the end of each project engagement, we can deliver a dedicated hard drive with all project documents, including pertinent emails for the Town's record keeping. If necessary, and upon your request, we can keep hard copies, although our preference is to go "green".

Synergy will retain a copy of all documentation for a minimum of 5 years following the close out of the disaster.

Hazard Mitigation (404/406)

There are two main FEMA programs when one considers Hazard Mitigation. Hazard Mitigation authorized under Section 406 of the Stafford Act is available for any eligible permanent work project and built into the FEMA PA Program. 404 Mitigation is offered under the Hazard Mitigation Grant Program (HMGP) and requires an entirely different grant process and application. A brief description on the differences of each program follows.

404 HAZARD MITIGATION (HMGP)	406 HAZARD MITIGATION (FEMA PA)
Separate program run by the State	Implemented through FEMA PA Program
Applies to structural measures and to non-structural measures (such as planning, property acquisition, drainage projects)	Applies only to structural measures and does not apply to buyouts
Applies throughout the State in most disasters	Must apply to the damaged element of the facility
The formula for calculating the HMGP allocation for States with a standard State mitigation plan is based on 15% of the first \$2 billion of estimated aggregate amounts of disaster assistance.	No program-wide limits on funds, but each project must be cost-effective and approved by FEMA

The **Synergy Team** can assist with any mitigation measure. Under the FEMA PA Program, we will prepare a list of the most advantageous mitigation measures for each project

for the Town's consideration during the grant formulation phase. In addition, our **Synergy Team** has successfully prepared hundreds of millions of dollars' worth of HMGP applications for our clients nationwide. We look forward to bringing our innovative practices to you to maximize mitigation funding and build a more resilient community for years to come.

3. EXPERIENCE

Synergy specializes in innovative disaster recovery solutions that provide essential resources to state and local applicants to prepare for and recover from disasters. We are a woman-owned, Emergency Management consulting firm with an office in Weston, FL with a focus on FEMA Public Assistance (PA); FEMA Hazard Mitigation Grant Program (HMGP); Federal Highway Administration Emergency Relief (FHWA-ER) Program; Community Development Block Grant Disaster Recovery and Mitigation (CDBG-DR and CDBG-MIT); USDA grants, Natural Resources Conservation Service Emergency Watershed Protection (NRCS EWP) Program and other disaster planning and recovery related grants.

Synergy's ethos is **"Setting the Standard in Disaster Recovery"**. Our firm's staff has consistently been recognized throughout the industry as strategic leaders and innovative thinkers. We pride ourselves on treating every disaster relief effort as the unique situation that it is. The team constantly seeks to deploy creative solutions to optimize the outcome of each project. You can expect clear, consistent communication from a staff that values relationships and exceptional customer care.



Past Performances

With expertise in disaster related grant management, **Synergy** has been critical in assisting clients in **accomplishing their goals and objectives in a more cost effective and timely manner, resulting in millions of dollars saved.**

We are proud of the work we have performed as well as the relationships we have created and encourage you to reach out to any of the client references listed below for a testament to our work.

Client	Projects	Grants / Services	Dates	Contact
State of Florida DEM	2021 FROC	Public Assistance	10/2021-current	Kevin Guthrie, Director 850.815.4100 Kevin.Guthrie@em.myflorida.com 2555 Shumard Oak Blvd, Tallahassee, FL 32399
	2022 Hurricane Ian	EOC Response, Public Assistance, Debris Task Force	10/2022	
City of Hindman, KY	2022 Floods	Public Assistance	9/2022-current	Tracy Neice, Mayor 606.785.5545 tneice@tgtel.com 10 Professor Clarke Cir Hindman, Kentucky, 41822
Breathitt County, KY	2022 Floods	Public Assistance	9/2022-current	Jeff Noble, County Judge Executive 606.666.3800 x 224 bcjudgenoble@yahoo.com 1137 Main St, Jackson, KY 41339
	Multiple Legacy Closeouts			
City of Jacksonville, FL	2017 Hurricane Irma	404 Mitigation, Florida Resiliency Grants	2/2022-current	Rose Nettles, EM Coordinator 904.255.8728 RNettles@coj.net 214 North Hogan Street, 10th Floor Jacksonville, FL 32202
Boulder County, CO	2021 Marshall Fire Debris Monitoring	Public Assistance, Insurance Reconciliation	8/2022-current	Ryan Airey, Sr. Program Coordinator 908.202.9902 rairey@bouldercounty.org 1325 Pearl Street Third Floor, Boulder, CO 80302
State of Colorado DHSEM	2021 Marshall Fire	Debris Monitoring	4/2021-8/2022	Michael Haney, Recovery Grants Section Supervisor 303.594.0572 Michael.Haney@state.co.us 9195 E Mineral Ave Suite 200, Centennial, CO 80112
	Legacy Closeout	Public Assistance		
Larimer County, CO	2021 Cameron Peak Fire	Public Assistance, 404 & 406 Mitigation, NRCS, CDBG-DR, Debris Monitoring	1/2014-current	Lori Hodges, Director of EM 970.498.7147 hodgeslr@larimer.org 4872 Endeavor Dr, Johnstown, CO 80534
	2020 COVID-19			
	2013 Floods			
Kentucky Emergency Management Agency (KYEM), KY	Multiple Events	Public Assistance, EOC Response, EM Response Plans	6/2017-9/2022	Jessica Mitchell, Recovery Branch Manager 502.607.5762 Jessica.a.mitchell36.nfg@mail.mil 100 Minuteman Pkwy, Frankfort, KY 40601

Client	Projects	Grants / Services	Dates	Contact
Oregon Dept. of Transportation, OR	2020 Wildfires Debris	Debris Monitoring	2/2021- 4/2022	Jared George, Sr. Manager 786.235.8534 Jared.George@CDRMagurie.com 11740 SW 80th St Suite #102, Miami, FL 33183
Monroe Sherriff, FL	2020 COVID-19	Public Assistance	9/2019- 5/2020	Jillian Cranney, Asst. Finance Director 305.809.3018 jcranney@keysso.net 5525 College Rd, Key West, FL 33040
	2017 Hurricane Irma			
City of Foley, AL	2020 Hurricane Sally	Public Assistance, 404 & 406 Mitigation, CDBG-DR	9/2020- current	Rachel Keith, EMA Director 251.970.2418 rkeith@cityoffoley.org 407 E Laurel Ave, Foley, AL 36535
Bay Minette, AL	2020 Hurricane Sally	Public Assistance, 404 & 406 Mitigation, CDBG-DR	9/2020- current	Tammy Smith, CPA, City Administrator/Finance Director 251.580.1692 TSmith@ci.bay-minette.al.us 301 D'Olive St, Bay Minette, AL 36507
Monroe County, FL	2019 Hurricane Irma PA	Public Assistance, 404 & 406 Mitigation	9/2019- 4/2020	Julie E. Cuneo, Management Business Services Administrator 305.292.4460 Cuneo-Julie@MonroeCounty-FL.Gov 1100 Simonton Street 2-213 Key West, FL 33040
Bay County, FL	2018 Hurricane Michael	Public Assistance, 404 & 406 Mitigation, Debris	10/2018 - 9/2020	Ashley Stuckey, Budget Officer 850.248.8240 astuckey@baycountyfl.gov 810 W 11th St, Panama City, FL 32401
Florida Department of Environmental Protection (FDEP)	2018 Hurricane Michael	Debris Monitoring	2/2018- 8/2019	Scott Woolam, Sr. Program Analyst 850.245.2806 Scott.Woolam@dep.state.fl.us 3900 Commonwealth Blvd. Mail Station 100 Tallahassee, FL 32399-3000
	2017 Hurricane Irma			
	2016 Hurricane Matthew			
Collier County, FL	2017 Hurricane Irma	Public Assistance, 404 & 406 Mitigation	9/2017- 12/2018	Len Golden Price, Administrative Services Department Head 239.252.8450 Len.Price@colliercountyfl.gov 3301 Tamiami Trail E, Naples, FL 34112
Collier County Public Schools, FL	2017 Hurricane Irma	Public Assistance, 404 & 406 Mitigation	9/2017- 12/2018	Siobhan Fox, Budget Director 239.377.0079 FoxSi@collierschools.com 5775 Osceola Trail, Naples, FL 34109

Client	Projects	Grants / Services	Dates	Contact
City of Naples, FL	2017 Hurricane Irma	Public Assistance, 404 & 406 Mitigation	9/2017-12/2018	Gary Young, Deputy Finance Director 239.213.1815 Gyoung@naplesgov.com 735 8th St S, Naples, FL 34102
Everglades City, FL	2017 Hurricane Irma	Public Assistance, 404 & 406 Mitigation	9/2017-12/2018	Dottie Joiner, CMC, City Clerk 239.695.4558 dsmallwood@cityofeverglades.org 102 Copeland Ave, Everglades City, FL 34139
Naples Botanical Garden, FL	2017 Hurricane Irma	Public Assistance, 404 & 406 Mitigation	9/2017-12/2018	Donna McGinnis, President 239.331.1202 dmcginnis@naplesgarden.org 4820 Bayshore Dr, Naples, FL 34112



BAY COUNTY, FL
DR-4399
2018

SERVICES PROVIDED:

EOC Response
FEMA Public Assistance
Grant Application Development
Post-Disaster Mitigation
Grants Management
Procurement Technical Assistance
Site Inspections
Debris Management
Construction Management Support
Document Validation
Training

REFERENCE:

Ashley Stukey
Budget Officer
Bay County
840 W 11th Street
Panama City, FL 32401
Phone: 850.248.8240
Email: astukey@baycountyfl.gov



HURRICANE MICHAEL DISASTER RECOVERY SERVICES

Synergy Disaster Recovery, LLC, as a subconsultant to CDR Maguire, supported Bay County, Florida with over \$500M of disaster recovery costs from Hurricane Michael. We provided initial Public Assistance support and then led FEMA HMGP grant application development and management. Our team was assigned as the County's Debris Manager overseeing their \$200M debris operation-the **largest locally-led debris mission ever in FEMA history**. Responsible for managing the County's debris monitoring and hauling firms, the team performed 100% validation of all invoices to ensure maximum FEMA reimbursement and avoid unnecessary payment.

HIGHLIGHTS



REIMBURSEMENT
WITHIN 12
MONTHS



HMGP FUNDS



SITE INSPECTIONS

- EOC Response and boots on the ground within 48 hours
- Largest advancement of funds in Florida history
- First Cat A PW obligated and reimbursed
- Managed largest locally-led debris mission ever in FEMA history

"Although we were somewhat prepared (plan, contracts, etc.); without your help, the enormous amount of requirements and overall necessary preparations for the "next hurdle" would have probably taken us down a road that would be hard, if not somewhat impossible, to overcome. In my opinion, the call to you for assistance was "by far" the best decision we made."

Don Murray
General Services Director, Bay County, FL

FEDERAL GRANT ASSISTANCE



COLLIER COUNTY, FL
COLLIER COUNTY
CONSORTIUM
DR-4337
2017

SERVICES PROVIDED:

EOC Response
FEMA Public Assistance
FEMA Grants Portal Training
Section 406 Mitigation
Procurement Technical
Assistance
Site Inspections
Debris Management
Document Validation
Training

REFERENCE:

Dan Summers
EM Director
3327 Tamiami Trail East
Naples, FL 34112
Phone: 239.252.3601
Email:
Dan.Summers@colliergov.net



HURRICANE IRMA DISASTER RECOVERY SERVICES

Collier County was one of the most severely impacted counties from Hurricane Irma. The county sustained extensive damage resulting in an estimated \$200 Million of disaster related expenses

The Synergy team was "boots on the ground" providing EOC support immediately after landfall. The teams ability to establish relationships, and lower cost structure resulted in the County selecting us as their primary Public Assistance consultant after initially choosing two consultants during its emergency procurement.

Synergy personnel under their previous employer, CDR Maguire, were instrumental in assisting the County recover over \$150M in Public Assistance Funding.

HIGHLIGHTS



Separate
Applicants



Debris Related
Costs



Public
Assistance
Funding

- ✦ This contract supported five (5) separate applicants throughout Collier County, including City of Naples, Mosquito Control District, Everglades City and Collier County Public Schools
- ✦ First applicant in the state of Florida for Hurricane Irma to have:
 - ✦ Funding Agreement in place
 - ✦ PW obligated
 - ✦ CAT A PW obligated
 - ✦ Reimbursement Request processed

FEDERAL GRANT ASSISTANCE



CITY OF JACKSONVILLE, FL
DR-4337
2021-Ongoing

SERVICES PROVIDED:

Grant Application Development
Post-Disaster Mitigation
Grants Management
Procurement Technical Assistance
Construction Management Support
Document Validation
Syn-Trax Grant Management Tool

REFERENCE:

Rose Nettles
Emergency Management Coordinator
City of Jacksonville Public Works
214 North Hogan Street
Jacksonville, FL 32202
Phone: 904.255.8728
Email: rnettlles@coj.net



HURRICANE IRMA HMGP GRANTS MANAGEMENT

Synergy Disaster Recovery, LLC, as a subconsultant to Eisman & Russo, is currently supporting the City of Jacksonville, Florida's Public Works department with managing \$17M of HMGP grants resulting from Hurricane Irma. We have built our customized Syn-Trax tracking tool to assist the City in managing these and future mitigation grant funding opportunities. We are also assisting the City in grant application development for other FEMA HMA programs and the Resilient Florida Grant Program.

HIGHLIGHTS



IRMA HMGP
PROJECTS



HMGP FUNDS



DOCUMENTS MANAGED

- Managing the City's largest ever HMGP Grant
- Assisting the City with their first CDBG-MIT sub-application
- Created Syn-Trax workbook to manage City's projects

FEDERAL GRANT ASSISTANCE

4.



LARIMER COUNTY, CO
DR-4581
2021

SERVICES PROVIDED:

EOC Response
Debris Monitoring
Monitoring the Monitor™
FEMA Public Assistance
Document Validation

REFERENCE:

Lori Hodges,
Dir of Emergency Management
4872 Endeavor Drive
Johnstown, CO 80534
Phone: 970.619.4900
Email: hodgeslr@co.larimer.co.us



CAMERON PEAK FIRE RECOVERY

In response to the largest fire in Colorado state history, Synergy personnel were activated in Larimer County to provide both grant management and debris monitoring services. With the assistance of a certified arborist, the Synergy Team was able to rapidly deploy resources and assess over 14,000 hazard trees as a result of the fire.

The County molded their program to focus on the removal of hazard trees that pose a threat to egress on both County public roads as well as private roads in the burn scar. Through the strategy and recommendation of Synergy leadership, the debris mission chipped all trees in place, expediting the recovery process and saving more than a million dollars in additional costs.

As debris operations were winding down, the deadly Black Hollow Flood struck along the Cache La Poudre River in the heart of the burn scar, effecting a main thoroughway in the County. Once again Synergy staff deployed for EOC support, grant management and debris monitoring services, completing the mission within two weeks.

HIGHLIGHTS



Hazard Trees
Removed



Minimum Cost
Savings



Cost Per
Tree

- 🌱 Critical thinking and strategy to expedite recovery and minimize costs
- 🌱 4,000+ trees approved along private roads
- 🌱 Coordination with multiple federal and local partners
- 🌱 Costs 5-7 times lower than fires of similar scope and time frame

DEBRIS MONITORING

4. CAPACITY TO PROVIDE REQUESTED SERVICES

Working with our partners, FEMA and FDEM, we have been instrumental in developing a statewide, regional, and local recovery system that works for you, the Applicant, in getting your projects obligated and paid faster. We at **Synergy Disaster Recovery** are selective of the opportunities we pursue to ensure our clients receive the personnel, resources, and quality of services they deserve.

Our Team includes former public agency and private sector emergency management professionals who have overseen billions of dollars in recovery projects nationwide and maintains the capacity to quickly scale up and provide surge capacity to whatever extent The Town of Fort Myers Beach desires. Should the need arise to expand our resources and capabilities locally, we have the additional reach-back support of hundreds of professionals throughout the country, including disaster recovery specialists, engineers, and subject matter experts.

We have consistently delivered our services on time and within budget. Our current workload requires only about 60% of our staff availability. Below is a list of contracts currently activated where Synergy is the prime consultant:

Client	Project	Status	Number of Staff
School District of Desoto County Columbia County, FL	Public Assistance & Hazard Mitigation – DR4673	On-going grant management support	1 FTE
Charlotte County Public Schools, FL	Public Assistance & Hazard Mitigation – DR4673	On-going grant management support	2 FTE
Columbia County, FL	Public Assistance & Hazard Mitigation – DR4673	95% complete with current task order	0.25 FTE
Boulder County, CO	Marshall Fire Insurance Reconciliation – DR4634	50% complete with current task order	3 FTE
Breathitt County, KY	Public Assistance & other grant management – DR4643	On-going grant management support	2 FTE
City of Hindman, KY	Public Assistance & other grant management – DR4643	On-going grant management support	0.25 FTE

5. OTHER INFORMATION

Following the rollout of FEMA's PA delivery model in 2017, Synergy's successes include:

- ✓ The 1st PW (Cat B – Emergency Protective Measures) obligated for Hurricane Irma
- ✓ The 1st Cat A – Debris PW obligated for Hurricane Irma
- ✓ The 1st project reimbursed in Irma
- ✓ The largest Cat A - Debris Advancement in the Florida Divisions of Emergency Management's (FDEM) history - \$143.7M for Cat A for Hurricane Michael
- ✓ The simultaneous submission and closeout for Larimer County's Cameron Peak Fire Cat A Public Road debris project ~ \$4.1M
- ✓ Began the PPDR Insurance reconciliation process for Boulder County's Marshall Fire (the most destructive fire in Colorado's history) more than a year earlier than the Oregon & California wildfires.

Following the rollout of FEMA's PA delivery model in 2017, Synergy's successes in Florida include:

- ✓ The 1st PW (Cat B – Emergency Protective Measures) obligated for Hurricane Irma
- ✓ The 1st Cat A – Debris PW obligated for Hurricane Irma
- ✓ The 1st project reimbursed in Irma
- ✓ The largest Cat A - Debris Advancement in the Florida Divisions of Emergency Management's (FDEM) history - **\$143.7M for Cat A for Hurricane Michael**
- ✓ Supporting with the FROC formulation and resources to assist in Florida becoming the first state with a standardized process for Public Assistance
- ✓ Spearheading the FDEM Debris Task Force following Hurricane Ian

Other Long Term Recovery Support

In addition to the FEMA PA Program, the **Synergy Team** excels in applying for and managing other disaster recovery grants. Our proactive and innovative approach, tailors solutions to the client's specific priorities, organizational structure, and risks, which allows our team to maximize your time and money in the best possible manner. We have an unparalleled record supporting clients with other disaster grants outside of the

FEMA PA Program and recognize how each grant can work with one another to meet the Town's ultimate recovery objectives.

We understand the programs and requirements, providing the right professionals across all grant phases, from development of an unmet needs assessment and applications to preparing recovery plans. Our team of professionals can assist you in developing your Long-term Recovery plan which will help identify the best funding source for each project and coordinate all the necessary resources available including necessary state, local, regional, and federal partners. Members of our team have been involved in designing and implementing some of the most successful programs throughout the country including housing, infrastructure, and economic revitalization.

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Our team has first-hand knowledge from the perspective of subrecipients, homeowners, and applicants in funding projects through CDBG. We have provided project management, oversight and compliance, case management, process improvement. To that end, our team of experienced grants and project managers, and HUD CDBG-DR experts have the organizational and operational skills needed to assist the town from an Unmet Needs Assessment to Project Implementation and Closeout in a timely manner. We will ensure that the Town's needs are communicated to Florida DEO so that the State's Action Plan is tailored to meet your objectives.

Economic Development Services

In addition to the HUD, CDBG-DR program, the following programs should be considered as part of the town's recovery:

1. EDA
2. USDA
3. Community Development Financial Institution

The above are the core sources of potential assistance. Oftentimes, other federal agencies can have access to assistance to towns and cities impacted by disasters including the Army Corps of Engineers, the US Department of Transportation, and the US Department of Labor.

These programs can be used for a wide range of economic disaster recovery programs including infrastructure (water, sewer, roads, broadband), construction of commercial buildings, downtown/main street projects, housing, etc. Such funds will be awarded through competitive grants for which any affected community is eligible to apply.

The Synergy Team has the capacity and expertise along with its teaming partner GrantWorks, to assist the Town with all the above federal agencies as well as with the state with CDBG-DR funds to identify potential financial supporting opportunities, pursue obtaining such funding, and provide grant administration and compliance services for funding that is received.

Our team has the ability to work with the Town to make connections with the EDA regional office in Atlanta as well as the USDA Florida based offices and personnel. We offer a full range of technical and management services to our customers that includes full grant project management, project monitoring and compliance, pre-award application consulting, financial management, RFP/RFQ creation and implementation, stakeholder engagement and management, project design and implementation, subrecipient management and procurement, project scope identification and implementation, contract close out, environmental review, and audit readiness support.

Types Of Economic Development Projects We Support:

- Main Street Development
- Strategic Planning
- Infrastructure (new and improvements)
- Economic Recovery & Resilience
- Workforce Development
- Environmentally Sustainable Economic Development

Florida Recovery Obligation Calculation (F-ROC)

Joining forces with FDEM Director Guthrie and his team, Synergy's Tracy Doyle and Joe Gross, have been pivotal on the conceptualization and standardization of the F-ROC program.

F-ROC is a concept developed to help Florida Applicants leverage technology, improve processes and ensure that recovery dollars are flowing to affected communities as quickly as possible with the least amount of financial risk. Through standardization, FDEM will streamline and simplify the Public Assistance Process by reducing the number of errors, omissions and inconsistencies allowing Applicants to receive larger cash advances.

Synergy's PA Playbook

Over the years of administering FEMA's Public Assistance Program, we have taken pride in, not only documenting our lessons learned and best practices but, taking the necessary steps to implement them during our engagements. We have developed our "PA Playbook", a document that guides all project staff through the activities involved in the Public Assistance process.

Every project is carried in a consistent manner following the "**Synergy Way**". To set a new standard, we have included multiple measures of QA/QC in our processes. One such example is the creation and implementation of comprehensive checklists from damage assessments to close-out to ensure each procurement, for every project, has been validated for compliance. An example page from one of our checklists is provided on the following page.

6. COST

Consulting Services

RFP-23-07-AD

Form 1 - Price Sheet

NAME OF CONSULTANT Synergy Disaster Recovery LLC

Proposal Number RFP-23-07-AD

SCHEDULE OF PROPOSED PRICES/RATES

Position	Hourly Rate*
Subject Matter Expert (SME)	\$ 225.00
Project Manager	\$ 165.00
Assistant Project Manager	\$ 155.00
Senior Grant Specialist	\$ 175.00
Grant Specialist	\$ 130.00
Damage/Safety Inspector	\$ 135.00
EOC Support	\$ 155.00
Sr. Engineer	\$ 195.00
Engineer	\$ 155.00
Jr. Engineer	\$ 100.00
EHP Specialist	\$ 125.00
Cost Estimator	\$ 135.00
GIS Specialist	\$ 125.00
Admin. Assistant	\$ 50.00
Anticipated Total NTE	\$

2

*Travel expenses such as lodging and per diem, should not be part of the hourly rates above, and will follow guidelines established by the US General services Administration (GSA) applicable rates for the area.

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1. Title Page

TOWN OF FORT MYERS BEACH, FLORIDA

DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES FOR INCIDENTS AND EVENTS

RFP 23-07-AD



Submitted to

Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Contact Person

Bill Slater
Vice President of Recovery
400 International Parkway, Suite 300
Lake Mary, Florida 32746
Cell: 315.440.4775
bslater@tidalbasin.rphc.com

December 27, 2022



Tidal Basin Government Consulting, LLC
675 N. Washington Street, Suite 400, Alexandria, VA 22314
888.282.1626 | tidalbasingroup.com

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2. Cover Letter

Date: December 27, 2022

Town of Fort Myers Beach, Florida

2525 Estero Boulevard
Fort Myers Beach, Florida 33931

Subject: RFP 23-07-AD, Disaster Recovery and Mitigation Consulting Services for Incidents and Events

Dear Sir/Madam,

Tidal Basin Government Consulting, LLC (Tidal Basin) understands that the Town of Fort Myers Beach (the Town) is seeking professional disaster consulting services to assist with participation and qualification under the Federal Emergency Management Agency (FEMA) Public Assistance Program and other federal or state agencies for Disaster Recovery and Mitigation Consulting Services for Incidents and Events. Tidal Basin employs top talent from the emergency management and recovery industry who bring expertise in successfully supporting financial recovery for federal, state, local government, and private sector clients. We take pride in our ability to assist all clients, including the Town, to identify and achieve emergency management and disaster recovery goals. We were founded on the principles of maintaining the high integrity of our staff, delivering quality work at the best possible price, and delivering results for our clients so they can maximize their return on investment.

Communities throughout the United States trust Tidal Basin as their disaster consulting partner. The Town of Fort Myers Beach will continue to benefit from our cutting-edge reimbursement knowledge in handling catastrophic losses. Whether the need involves strategic planning, targeting grants and funding resources, staff training and augmentation, or resolving the Town's property insurance claims; we deliver expert-level guidance, technical assistance, and advisory services in current disaster recovery efforts and those yet to be experienced. Our firm possesses the requisite understanding of the outlined scope of services and tasks and will provide a top-notch team of experts to execute the goals, objectives, and intentions of Fort Myers Beach.

Tidal Basin's consulting team consists of over 2,000 full and part-time employed, deployable consultants that include insurance professionals, emergency managers, project managers, licensed engineers, planners, instructors, housing inspectors and specialists in specific disaster-related disciplines. We employ some of the most widely respected professionals in the industry, offering unparalleled, hands-on experience in the fields of emergency management, public safety, contingency development, disaster operations, all-hazard training, continuity of operations, and loss mitigation. Our leadership team includes seasoned senior staff and policy/program subject matter experts who have successfully negotiated every major disaster event in the last 35+ years.

Tidal Basin's reputation for strategic thinking and effective management of the total financial recovery process has gained us experience of some of the most challenging and high-profile losses of the past quarter century. We have assisted with recoveries that required extreme flexibility, technical expertise, and the ability to mobilize quickly.

Our knowledge of the FEMA Public Assistance program, as well as numerous other funding streams, including the Hazard Mitigation Grant Program (HMGP), is unmatched, and we are ready to continue

assisting the Town upon activation. We are prepared to offer in-person assistance as needed and have also developed a remote approach to maintain forward progression both during these uncertain times and as a cost-effective long-term approach.

We have enduring relationships with our clients because of our unwavering dedication to professionalism; unsurpassed knowledge of policy, systems, and agencies; and a focus on tailoring our work product, communication, and reporting structures to fit your organizational needs. Everything from our personalized approach to service and dedicated leadership team, to our customized project management system and daily and weekly reports are designed to provide the Town with the insights, intelligence, and guidance necessary to make well-informed leadership decisions before, during and after a disaster event. Tidal Basin looks forward to the opportunity to continue our laser focus on excellence, expertise, and exceeding expectations on the Town's behalf, and commits to perform the services outline in the RFP.

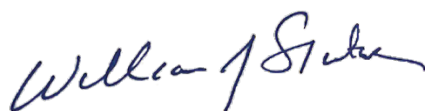
Tidal Basin acknowledges the following:

- + Our response is based on the terms set forth in the RFP and all amendments thereto posted on Buyer's website as of the date of the response
- + Our team has monitored the Buyer's website for subsequent amendments and for either maintaining, amending or withdrawing the response prior to the response due date based on those subsequent amendments.
- + Attachments C & E

As Vice President, I am authorized to negotiate terms, render binding decisions, commit the firm's resources, and receive correspondence regarding this RFP. **My resume can be found in the Appendix of our response.**

We thank you in advance for your consideration.

Sincerely,



Bill Slater, Vice President

M: 315-440-4775 | E: bslater@tidalbasin.rphc.com

FEIN: 20-5926493

Corporate Address: 126 Business Park Drive, Utica, NY 13502

3. Required Forms

On the following pages, Tidal Basin provides the following:

- + Federal Forms
- + Conflict of Interest Certificate
- + Addendum 1

Please note, per the addendum dated December 22, 2022, Tidal Basin has acknowledged Attachments C&E in our Cover Letter.

Federal Form 1

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name Project Name Disaster Recovery and Mitigation Consulting Services for Incidents and Events

Title Project Number RFP-23-07-AD

Firm Tax ID Number 20-5926493

Street Address DUNS Number Address: 126 Business Park Drive, Utica, NY 13502

The town, State, Zip DUNS: 82-863-6741

Signature Mona E Suppa Date 12/22/2022

Federal Form 2
CERTIFICATION REGARDING LOBBYING

The undersigned (Vendor/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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (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.

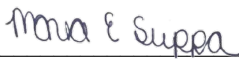
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor/Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Tidal Basin Government Consulting, LLC

Contractor (Firm Name)



Signature of Contractor's Authorized Official

Maria E. Suppa, Senior Vice President

Name and Title of Contractor's Authorized Official

12/22/2022

Date

FORM 2**CONFLICT OF INTEREST CERTIFICATE**RFP No. RFP-23-07-AD

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the town or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Maria E Suppa
Signature

Maria E. Suppa, Vice President
Name of Official (Type or Print)

Tidal Basin Government Consulting, LLC
Company Name

126 Business Park Drive
Business Address

Utica, NY 13502
The town, State, Zip Code

SECTION II

I hereby certify that the following named the town official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, Lee County Florida, prior to bid opening.

Name	Title or Position	Date of Filing
<u>N/A</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Maria E Suppa
Signature

Maria E. Suppa, Senior Vice President
Name of Official (Type or Print)

Tidal Basin Government Consulting, LLC
Company Name

126 Business Park Drive
Business Address

Utica, NY 13502
The town, State, Zip Code



ADDENDUM TO CONTRACT DOCUMENTS

ITB-23-07-AD

Addendum No.: 1

CONTRACT/PROJECT NAME: Disaster Recovery and Mitigation Consulting
Services for Incidents and Events

DATE OF ISSUE: December 22, 2022

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

Clarifications

Disregard the “ Anticipated Total NTE” amount under the
Schedule of Proposed Prices/Rates

Questions

The following questions were received:

Q: Is there an incumbent?

A: Yes, there is.

Q: If there is an incumbent, can the Town provide the rates?

A: The current incumbent was brought in by a third party.

Q: Is this for active work or is it a standby contract?

A: This is for both active work and standby.

Q: Section 1.4, Minimum Requirements for Contractor, Items 2 and 4 (Page 3) requires that respondents provide a list of organizations and point of contact for 3 years of experience. Given that our firm has worked many such projects over this time period, can we provide points of contacts for just the most relevant projects (e.g., recent projects or just those in Florida)?

A: Yes, you can provide points of contacts for the most relevant projects.

Q: RFP Section 2.3, "Format/Content of Responses", item H (Page 6) states that "price offerings shall be inclusive of all costs." However, Form 1 (Price sheet), Page 42, indicates that "Travel expenses such as lodging and per diem should not be part of the hourly rates above." Please confirm that the hourly rates provided on the price sheet will include overhead and fee, but that travel expenses can be billed separately at cost with no markup in accordance with FEMA guidelines.

A: Travel expenses must follow the FEMA guidelines.

Q: Form 1 (Price sheet), Page 42, indicates a line item for "Anticipated Total NTE." Given that only hourly rates are being provided (and not level of effort), please confirm that we may leave that line blank.

A: Please see the clarification above.

Q. Can the Town please confirm which forms are required for 3: Attachments? C & E show as "required" but there are no options for signature.

A. Acknowledgement of those can be mentioned in the cover letter.

Q. Section 3: Experience : *"Provide a list of completed projects that are similar in nature and scope with references to include a contact person, position, email address and telephone number. The points of contact listed in this section will be selected at random for Section 5: References."* Section 5 per the RFP is to be titled "Other Information." Is there a business reference form that is to be included? If so, will the Town be providing that?

A. There is no reference form, the Town does not have a reference form

Q. Section 4, Proof of Minimum Requirements, Sub-Grantee Experience states to provide *"Three years of documented experience within the last five years working with sub-grantees..."* Is the Town seeking three years or 5 years of experience?

A. The Town is seeking documented experience within the last five years.

Q. Attachment C – Required Federal Affirmative Steps & Attachment E Federal Funding Provision are both listed as "require forms" but do not have a signature line. Can the firm's "acknowledgement" of the terms set forth in the RFP in our cover letter suffice as acknowledgment of those forms for our response?

A. Acknowledgement of those forms can be mentioned in the cover letter.

Q. Can our response include additional positions under "Form 1 – Price Sheet" for the Town consideration to assist with any long term economic recovery needs in the future?

A. Yes, the firm can include additional positions.

Q. Under Form 1 – Price Sheet the town is requesting a “Not to Exceed Amount.” This is difficult to do not knowing the Town’s current damage estimates. Will the town accept the following response: “5% of total damages, or to be negotiated based on award and Town’s desired needs”?

A: Please see the clarification above.

Please Print Tidal Basin Government Consulting, LLC /888.282.1626

Company Name & Phone Number

Mona E Suppa

Signature

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202

4. Proof of Minimum Requirements

Business License

Tidal Basin and our subcontractors provide our applicable business licenses in the Appendix of our response.

Stafford Act Experience

Below, Tidal Basin provides a comprehensive list of documented experience under the requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, including the authorized alternative procedures for the FEMA Public Assistance Program in grantee or sub-grantee management, Section 406 Mitigation, and administration of State and FEMA Public Assistance Grant Programs.

Client Name	Location	Contact Information
Aldine ISD	Texas	Patricia Guidry: 281-985-6212
Anderson Medical	South Carolina	Jerry Parish: 864-512-1000
Ashford Presbyterian Community Hospital	Puerto Rico	Frances Chavez: 787-721-2160
Baptist Health Services	Texas	Susan Magner: 786-594-6075
Beaumont Independent School District	Texas	Cheryl Hernandez: 409-617-5000
Big Bend Community Based Care	Texas	Lori Gullledge: 850-488-0506
Butte County Office of Emergency Management	California	Casey Hatcher: 530-552-3336
Cameron County	Texas	Pete Sepulveda: 956-982-5414
Callayomi County Water District	California	John Hammer: 707-355-0420
Central Community School System	Texas	Jan Moreland: 225-906-4158
Charlotte County	Florida	Patrick Fuller: 941-833-4001
City of Aventura	Florida	Joseph Kroll: 305-466-8970
City of Bonita Springs	Florida	Lisa Roberson: 239-949-6262
City of Dallas	Texas	Rocky Vaz: 214-670-4277
City of Gulf Breeze	Florida	Sheila Fitzgerald: 850-393-5239
City of Hialeah	Florida	Luis Suarez: 305-883-5800
City of Key West	Florida	Todd Stoughton: 305-809-3811
City of Kinston	North Carolina	Donna Goodson: 252-939-3281
City of Los Angeles - Department of Water and Power	California	Ofelia Rubio: 213-367-3314
City of Miami	Florida	Wendy Fernandez: 305-569-3691
City of Miami Beach	Florida	Jason Crouch: 305-673-7000
City of San Jose	California	Nancy Ta: 408-535-3500
City of Sanibel	Florida	Jocelyn Upchurch: 239-472-9615 x368
City of Sunny Isles Beach	Florida	Evelyn Rodriguez: 305-792-1800
Clay County Florida	Florida	Glen East: 904-657-3174
Collier Public Schools	Florida	Kamela Patton: 239-252-8998
Colorado Springs Utilities	Colorado	Dan Noble: 719-448-4800
Cottage Health	California	Brett Tande: 805-569-7548

Cypress Creek Christian Church	Texas	Norma Lowrey: 281-376-7121
Florida International University	Florida	John M. Cal: 305-348-4001
Florida Keys Electric COOP	Florida	Marie Braun: 305-852-1026
Fort Myers Beach	Florida	Chelsea O’Riley: 239-765-0202
Hendrick Health System	Texas	Susan Wade: 325-670-2844
Hendry County	Florida	Robert Pastula: 239-565-5835
Hialeah Gardens	Florida	Juan Rivera: 305-558-4114
Hialeah Housing Authority	Florida	Jose Martinez: 305-888-9744
Hillsborough Co Aviation Authority	Florida	Aimee Pidgeon: 813-418-1629
Holy Cross Hospital	Florida	Ron Brandenburg: 954-771-8000
Houston Community College	Texas	Robert McCracken: 713-718-7520
Houston Housing Authority	Texas	Mark Thiele: 713-260-0552
Jefferson County	Texas	Cary Erickson: 409-839-2391
Jefferson Parish	Louisiana	Tim Palmatier: 504-364-2767
John Wayne Airport	California	Richard Steele: 949-252-5264
Johnson County	Texas	Larry Woolley: 817-558-9400
Jones County, North Carolina	North Carolina	Kyle Smith: 252-448-7571
Keys Energy Services	Florida	Jesse Perloff: 305-295-1014
Lee County	Florida	Lee Mayfield: 239-533-0620
Lee County School District	Florida	Susan Malay: 239-337-8599
Martin County	Florida	Sally Waite: 772-285-2298
McLeod Regional Medical Center	South Carolina	Valerie Watson: 843-777-5558
Mennonite General Hospital	Puerto Rico	Frances Chavez: 787-738-8084
Michigan EM and Homeland Security Division	Michigan	Tiffany Vedder: 517-599-5333
Monroe County	Florida	Krista Presnick: 305-292-4473
Mount Sinai Hospital	Florida	April Hoyt: 305-674-2121
Northern Virginia Emergency Response System	Virginia	Andrew Slater: 703-345-8325
NYS Dept of Homeland Security/Office of General Services	New York	Larissa Guedko: 518-322-4912
Orange County	New York	Dominick Greene: 845-615-0469
Palmetto General Hospital	Florida	Michele Thoman: 305-823-2173
Pender EMS and Fire, Inc.	North Carolina	Woody Sullivan: 910-259-0891
Puerto Rico Department of Housing	Puerto Rico	R Comas: 833-234-2324
Stanford Health Care	California	Manual “Anthony” Morales: 650-725-1248
State of Alaska	Alaska	Alan Cavallo: 907-428-7051
State of Hawaii	Hawaii	Lorinda Wong-Lau: 808-733-4300
State of Tennessee	Tennessee	Judith Huff: 615-741-3883
U.S. Virgin Islands	USVI	Adrienne Williams Octalien 340-714-1635
University of Miami	Florida	Jude Cherry: 305-284-3163

Sub-Grantee Experience

Below, Tidal Basin provides a sampling of three years of documented experience within the last five years working with sub-grantees with a damage claim in excess of \$25,000,000.

Client Name	Location	Contact Information
City of Hialeah	Florida	Armando Rojas: 305-863-2847
City of Key West	Florida	Todd Stoughton: 305-809-3811
Puerto Rico Electric and Power Authority (PREPA)	Puerto Rico	Mariacarmen Rivera: 787-521-3434
Stanford Healthcare	California	Manual "Anthony" Morales: 650-725-1248

404 Hazard Mitigation Grant Program and Section 406 Public Assistance Experience

Client Name	Location	Contact Information
State of Alaska	Alaska	Alan Cavallo: 907-428-7051
New York State Division of Homeland Security and Emergency Services	New York	Larissa Guedko: 518-522-9088
State of Hawaii	Hawaii	Lorinda Wong-Lau: 808-733-4300 x821
Jefferson County Drainage District #7	Texas	Phil Kelly: 408-985-4369
Florida Keys Electric Cooperative	Florida	Marie Braun: 305-852-1026
Jefferson County	Texas	Patrick Swain: 409-835-8500

Project Team

Tidal Basin provides its proposed project team below. Further qualifications for our team, inclusive of resumes, can be found in *Section 5: Statement of Qualifications*.

Position	Staff	Firm
Engagement Manager	Joseph Villegas	Tidal Basin
Subject Matter Experts	Luis Avila Cesare "Skip" Cerminaro Bailey deRouen	Tidal Basin
Project Manager	Alyza Supriana	Tidal Basin
Assistant Project Manager	Andrew Kemler	Tidal Basin
Senior Grant Specialist	Lori Borman	Tidal Basin
Grant Specialist	Moises Nova	Tidal Basin
Damage/Safety Inspector	Jonathan Brumfield	Taylor Engineering
EOC Support	Charles Parker	Tidal Basin
Sr. Engineer	Kenneth Craig	Taylor Engineering
Engineer	Jacob Burkey	Woolpert
Jr. Engineer	Nicole McClain	Taylor Engineering

EHP Specialist	Tina Hauk	Tidal Basin
Cost Estimator	Keith Knight	Taylor Engineering
GIS Specialist	John McEwen	Tidal Basin
Administrative Assistant	Christina Copeland	Tidal Basin

Insurance Requirements

Tidal Basin provides proof of insurance in the Appendix of our response.

5. Statement of Qualifications

Section 1: Qualifications

Date Established	November 14, 2006
State of Incorporation	Washington, DC
Key Leadership	+ Daniel Craig, Chief Executive Officer + Steven Surace, President and CFO + Mark Mischak, COO and Senior Vice President + Carlos Castillo, CDO and Senior Vice President + Melissa Gordon, CIO and Senior Vice President + Maria Suppa, Deputy CFO and Senior Vice President + Esrone McDaniels, Deputy COO and Senior Vice President
Previous Names	Not applicable

Description and History

Tidal Basin was founded by Daniel A. Craig after serving as the Presidentially appointed FEMA Associate Administrator of the Recovery Division. While at FEMA, Mr. Craig also served in roles including the Regional Administrator for Region I, where he was responsible for managing FEMA's preparedness, mitigation, response, recovery, and training activities in the New England region.



In 2018, Rising Phoenix Holdings Corporation (RPHC) was formed to manage the combination Tidal Basin Group and its sub-entities and affiliates, including Tidal Basin Government Consulting, LLC, Tidal Basin Caribe, LLC, and Tidal Basin Federal, LLC, and TB Customer Relations, LLC. Daniel Craig now serves as the CEO for Rising Phoenix Holdings Corporation.

In 2018, Tidal Basin Caribe, LLC, a wholly owned subsidiary of Rising Phoenix Holdings Corporation, was created to provide consulting services throughout the Caribbean. In 2020, Tidal Basin Federal, LLC, a wholly owned subsidiary of Rising Phoenix Holdings Corporation, was created to provide consulting services for the federal government and Department of Defense agencies.

In June 2022, we launched TB Customer Relations, LLC (TBCR), a customer focused contact and technology consulting firm that is part of a family of subsidiaries and closely held affiliate companies. TBCR and the RPHC family of companies have the same beneficial owners, with a shared workforce, management, corporate support, facilities, and other resources. Adding this contact center to our portfolio of offerings has enabled us to provide contact and customer service support on many of our disaster recovery and applicant assistance programs.

RPHC also recently acquired Capraro Technologies which has expanded our technology offerings to include technical consulting and delivery services ranging from infrastructure and cybersecurity planning

and implementation to custom software application design, development, and delivery. In addition, we can assist with Software-as-a Service (SaaS) or Commercial off-the-shelf (COTS) software consulting and configuration and software support and maintenance services. We recently developed and launched **Phoenix OneCase**, our in-house grant and case management system. This system is completely customizable to suit the needs of our client and can become the system-of-record for agencies and organizations who may not already have a data and compliance management technology solution.

Tidal Basin takes a hands-on approach, with a core mission of achieving a full financial and physical recovery for our clients who are eligible to receive assistance from the FEMA Public Assistance (PA) and Individual Assistance (IA) program, Hazard Mitigation Assistance (HMA) grants, FEMA Building Resilient Infrastructure and Communities (BRIC), FEMA Flood Mitigation Assistance (FMA), FEMA StormAct, HUD Community Development Block Grant-Disaster Recovery and Mitigation (CDBG-DR/CDBG-MIT), insurance, U.S. Department of Treasury and all other available funding sources following a disaster.

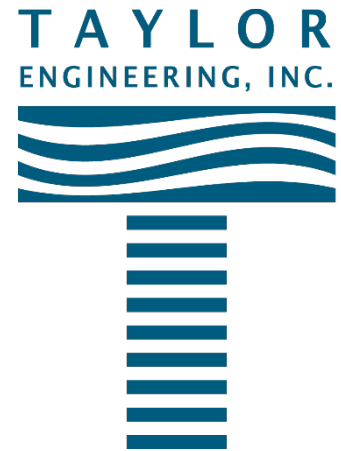
We provide unmatched experience and resources to organizations, businesses, governments, and communities in helping them prepare for, respond to, recover from, and mitigate natural and human-made disasters. Each Tidal Basin team member has deep expertise in managing and administering emergency and disaster management programs for government and business resiliency planning, community and economic development, housing and infrastructure, and critical infrastructure facilities, including healthcare systems, educational facilities, aviation, highway, and rail transit. We are also highly experienced and knowledgeable in providing strategic advice at the federal, state, and local levels.



Subcontractors

Taylor Engineering

Since 1983, Taylor Engineering, Inc. has provided leading-edge solutions in the water environment. With headquarters in Jacksonville, Florida; full-service branch offices in Destin, Sarasota, and Tampa, Florida; and a field office in the U.S. Capital region; we have a company-wide focus on water-related engineering, planning, management, and environmental challenges and an emphasis on coastal regions. Our expertise is in projects that cover the spectrum of water-related issues—coastal restoration and management, coastal processes analysis, beach nourishment, coastal structures, ports, harbors and marinas, environmental restoration and management, waterfront access structures, wave and storm-surge modeling, flood control, flood insurance studies, and more. Each service shares a common characteristic: it supports projects occurring in the water or at the water’s edge. Taylor Engineering is the largest Florida-based coastal, marine, and water resources engineering firm, and few, if any, can match Taylor Engineering’s focus on coastal and water resource engineering, sciences, and management.



Key services within our core areas of expertise include:

- | | |
|---|--|
| + Beach Nourishment | + Dredging and Dredged Material Management |
| + Shore Protection and Erosion Control | |
| + Coastal Processes Analysis | + Hydrology and Hydraulics Analysis and Modeling |
| + Coastal Hydraulics, Wave, and Beach Modeling | + Flood Control and Floodplain Management |
| + Environmental Assessment, Planning, Permitting, and Restoration | + Water Resources Management |
| + Marine Structures | + Geographic Information Systems Mitigation Design |
| + Waterfront Recreation Facilities | + Construction Phase Services |
| + Policy, Planning, and Programming | |

Throughout Taylor Engineering’s 39+ year history, we have developed a well-established portfolio of successful marine projects. Taylor applies a “long-haul” approach to projects—one that focuses on the application of the problem-solution cycle of engineering and program development. Taylor Engineering bases this effort on its commitment to providing a life-cycle approach to the art and science of delivering leading-edge solutions in the water environment.

Woolpert

Since our inception in 1911, Woolpert has been dedicated to building an outstanding team of engineers and professional staff whose progressive technical expertise and client-relations skills are among the best in the industry. Our 2021 ENR Top Design Firms Ranking of 59 shows the national scale and diversity of services



W O O L P E R T

ARCHITECTURE | ENGINEERING | GEOSPATIAL

we offer. Specific services we provide include watershed management, stormwater/water/wastewater design, floodplain management, inventory and condition assessment, architectural/engineering design, sustainable design, surveying, permitting, design-build, aviation design, energy solutions, planning, photogrammetry and mapping, remote sensing, information management, enterprise asset and maintenance management systems, geographic information systems (GIS), facility design, analysis, and regulatory compliance. Woolpert was ranked number 19 on Trenchless Technology's "2021 Top 50 Trenchless Engineering Firms in North America." With more than 60 offices across the U.S. and internationally (and 5 offices in Florida), Woolpert has the relevant experience, professional expertise, technical support, and quality review personnel to complete virtually any assignment in the required timeframe. Our staff's ability to collaborate and bring together a multi-office, multi-disciplinary team distinguishes us from other firms.

Woolpert professionals are supported by state-of-the-art technology, including proprietary software programs that the company has developed to provide our clients with innovative solutions. Deadlines and cost controls are managed with the same precision applied to the solution of engineering problems, giving Woolpert a strong competitive advantage in the area of operations.

Legal Proceedings

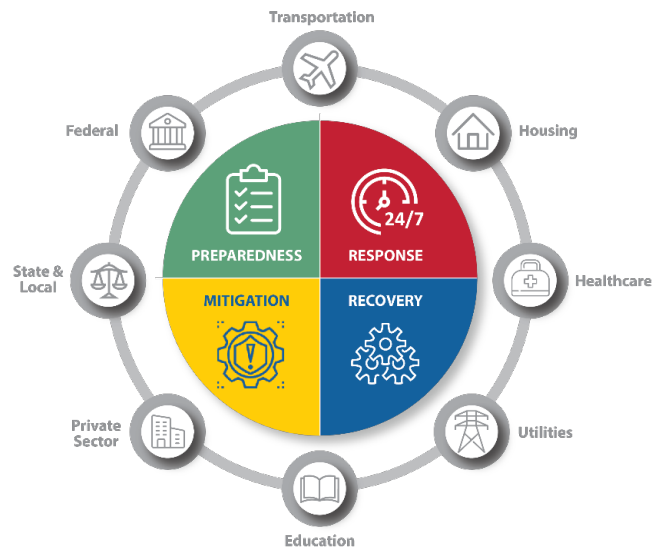
- + On or about February 2019, Tidal Basin Government Consulting, LLC ("TBGC") was named as a defendant in a lawsuit filed in US District Court in Virginia by a former housing inspector who worked briefly in Puerto Rico for a Joint Venture, Vanguard Emergency Management, in which TBGC is one-third partner. The lawsuit alleges that the plaintiff was misclassified as an independent contractor rather than as an employee, and that she was not paid overtime at the rate of time and a half hour over 40 in violation of the Fair Labor Standards Act. The lawsuit seeks to represent a class of housing inspectors who worked for Vanguard Emergency Management during the three-year period prior to the filing of the lawsuit. This case settled out of court.
- + On or about June 2022, an applicant of the Florida Emergency Rental Assistance Program also known as "Our Florida" filed a lawsuit in the County Court, Second Judicial Circuit, in and for Leon County, Florida naming Our Florida as a defendant. Tidal Basin Government Consulting, LLC ("TBGC") is managing, administering, and implementing Our Florida on behalf of the State of Florida, Department of Children and Families pursuant to an agreement executed by and between the parties. The lawsuit alleges that "Our Florida" disclosed the applicant's confidential information without her authorization. County Court Judge granted TBGC's Motion to Dismiss and dismissed the case for failure to state a cause of action.

- + On or about June 2022, an applicant of the Florida Emergency Rental Assistance Program also known as “Our Florida” filed a lawsuit in the County Court, Second Judicial Circuit, in and for Leon County, Florida naming Our Florida as a defendant. Tidal Basin Government Consulting, LLC (“TBGC”) is managing, administering, and implementing Our Florida on behalf of the State of Florida, Department of Children and Families pursuant to an agreement executed by and between the parties. The lawsuit alleges that “Our Florida” disclosed the applicant’s confidential information without her authorization. County Court Judge granted TBGC's Motion to Dismiss and dismissed the case for failure to state a cause of action.
- + One or about July 2022, Tidal Basin Government Consulting, LLC (“TBGC”) was named a defendant in a lawsuit filed in the County Court in and for Broward County, Florida by a landlord whose tenant applied for assistance to the Florida Emergency Rental Assistance Program also known as “Our Florida”. TBGC is managing, administering, and implementing Our Florida on behalf of the State of Florida, Department of Children and Families (“DCF”) pursuant to an agreement executed by and between the parties. The lawsuit alleges that TBGC failed to honor an email sent to the landlord confirming that the tenant was deemed eligible to receive assistance, and that payment was going to be disbursed shortly. Although the landlord claims to never have received payment, Our Florida records show that payment was disbursed in compliance with the policies and procedures set forth by DCF. County Court Judge granted TBGC's Motion to Dismiss and dismissed the case for failure to state a cause of action.

None of the proceedings included above have impacted or will impact Tidal Basin Government Consulting, LLC business operations.

Staff and Key Personnel

The Tidal Basin team prides itself on the support we provide while guiding our clients through the comprehensive emergency management and disaster recovery process. We are committed to serving our clients through shared expertise and transfer of our knowledge to build their capacity. Since most of our leadership team have been in our client’s shoes as former federal, state, and local government emergency leadership themselves, we bring a unique understanding of the needs and challenges our clients face following devastating events.



Each member of Tidal Basin’s team has deep expertise in managing and administering emergency and disaster management programs for government and business resiliency planning, community and economic development, housing and infrastructure, and critical infrastructure facilities including healthcare systems, educational facilities, and aviation and rail transit. We are also highly experienced and knowledgeable in providing strategic advice at the federal, state, and local levels.

Tidal Basin provides the highest-level program and policy expertise and works together with our clients, partners, and stakeholders to ensure our work complies with program eligibility requirements and

applicable codes, standards, and regulations. To ensure strict adherence to written program policies and federal regulations, we offer elevated levels of file compliance oversight. Our quality principles for compliance include upfront QA/QC reviews, well-documented processes and analytical reviews supported by methods for project management and controls, data management and reporting, audit proofing, and fiscal management. Subject Matter Experts (SMEs) are available for ongoing consultation on any policy guidance or compliance area. When scenarios warrant additional reviews, we escalate issues and request formal policy clarifications.

Effective disaster recovery and resiliency consulting does not only mean securing funding on the front-end, but also protecting funding from potential negative audit findings due to non-compliance, lack of documentation, or inadequate eligibility justification. Our deep understanding of disaster recovery and relief programs, along with our hands-on experience gained during some of the worst disasters in U.S. history, allows us to effectively reach our clients' recovery goals. **Tidal Basin understands what it takes to get things done the right way.**

Services

Tidal Basin's team of experts provides comprehensive solutions to prepare for and recover from natural and human-caused hazards. Utilizing a risk-based and whole- community perspective, our highly trained staff assists our clients in the following services:

- FEMA Grants Management
- FEMA 404/406 Mitigation
- FEMA Housing Inspection Services
- Hazard Mitigation Planning
- Resiliency Building
- FEMA Public Assistance
- Debris Monitoring
- Program and Capabilities Assessments/Needs Assessments
- Gap Analysis
- Emergency Management and Preparedness Training
- Homeland Security Exercise and Evaluation Program (HSEEP) consistent all-hazards exercises
- EOP Development
- Comprehensive Emergency Management Plan (CEMP) Development
- Continuity of Operations (COOP)/Business Continuity Plan (BCP) Development
- Pre-Disaster/Cost Recovery Planning
- Critical Infrastructure Specific Planning
- Emergency Operations Center (EOC) Planning, Training and Exercises
- Incident Action Plan, EOC Action Plan, Incident Support Plan or other real-world and special event, incident response plan development and execution
- Consequence Management guidance and planning
- Executive Leadership expertise, guidance, training and exercising
- Strategic Planning and development
- Healthcare/hospital preparedness and recovery
- Threat and Hazard Identification and Risk Assessments (THIRA) / Stakeholder Preparedness Review (SPR)Resiliency Building

Resumes

On the following pages, Tidal Basin provides resumes of proposed staff best suited to the needs of the Town of Fort Myers Beach.

Joseph Villegas

ENGAGEMENT MANAGER

EDUCATION

- BS, Business/Corporate Communications, Walsh University
- FEMA Emergency Management Institute, Professional Studies, 2017-2018

AREAS OF EXPERTISE

- Emergency Management
- Team Building
- Leadership
- Strategic Planning
- Disaster Response
- Public Safety
- NIMS

CERTIFICATIONS

- FEMA Advanced Academy, 2019
- FEMA Basic Academy, 2018

BOARD AND COMMITTEE MEMBERSHIPS

- International Association of Emergency Managers
- Wayne County 911 Advisory Committee
- State of Ohio Multi-Agency Radio Communications Local Sub-Committee
- University of Akron – Emergency Management and Homeland Security Program Advisory Committee
- Emergency Management Association of Ohio – Vice President

PROFILE

Mr. Villegas is a professional communicator focused on coordinating resources. He excels in managing multiple, concurrent projects with strong problem solving, decision making through difficult situations, and follow-through capabilities.

RELEVANT EXPERIENCE

Deputy Director of Public Assistance and Recovery, Tidal Basin Government Consulting, LLC, June 2022 – Present

Responsible for oversight of Project Managers and Client Engagement for the Recovery and Public Assistance business unit. Also responsible for quality assurance and the professional development of the project team members.

Director, Wayne County Emergency Management Agency, Wayne County, Ohio, December 2011 – May 2022

- + Ensured disaster resilience in Wayne County (Ohio) by performing preparedness and mitigation activities while functioning as emergency and resource coordinator during and after major incidents.
- + Created a collaborative environment for community leaders, first response, and local, state, and national organizations to build a county disaster management program.
- + Public relations strategist with extensive experience directing campaigns to promote disaster preparedness and mitigate the effects of any crisis.
- + Designated as Public Information Officer in many communities within Wayne County Ohio.
- + Problem solving and crisis communication in an often politically sensitive or contentious scenario to meet emergency management objectives between jurisdictions.
- + Monitored and influence state and local legislation that affect the public safety community.

- + Coordinated training and funding to build better public safety response capability via emergency exercises, hazard/risk assessments, and identify training and resource gaps.
- + Successfully completed grant program applications through FEMA/Homeland Security, and other state and local grants to fund emergency services and mitigation projects.
- + Infrastructure project management that included communication tower construction, flood mitigation projects, conversion of flood affected communities to green space which includes demolition and debris management.
- + Strong written, communication and presentation skills including meeting facilitation for both small and large audiences. Regularly invited to address members of local charitable organizations.
- + Responsible for maintaining multiple emergency plans which includes, Emergency Operations Plans, Disaster Mitigation Plan, Hazmat Plan, and the Continuity of Operations Plan.
- + President Elect for the Emergency Management Association of Ohio with goals to improve emergency management as a profession.
- + Public engagement on social media to promote disaster preparedness.
- + Emergency Coordinator for the Local Emergency Planning Committee.
- + Member of an Advisory Committee for the University of Akron, Emergency Management and Homeland Security Undergraduate Program.

Vice President-Operations, FSI North America. Sheffield Lake, Ohio, September 2005 – December 2011

- + Developed marketing strategies to enhance sales performance in domestic, military/government and international channels through authorized distributors including large national accounts, prime vendor contractors, GSA contract holders, and catalog houses.
- + Responsible for opening and maintaining new market segments.
- + Product and safety training for Emergency and Disaster Management, Hazmat Teams, Medical Safety Teams and other functions related to first response (client facing).
- + Increased the company's presence in the healthcare market through sales presentations. Created targeted strategies by monitoring the healthcare industry's spending priorities and budget cycles.
- + Opened new manufacturing channels in Asia to protect proprietary information and improve cost of goods. This allowed the company to realize an over-all 13% in cost reduction while meeting a strategic goal to improve intellectual property.
- + Opened new sales channels in Singapore, China, Thailand and the Philippines through manufacturers' representatives.
- + Improved data security, prevented data loss, create a stronger email security, and prevent cyberattacks by securing firewalls and replacing network appliances.

Owner/Contract Consultant, Genesis One Technologies Inc. Wooster, Ohio, October 2001-September 2005

- + Designed and developed assistive technology for people with severe disabilities.
- + Introduced 3 new product lines in the access and functional needs market.
- + Maintained strategic partnerships with hospitals and other facilities offering occupational therapy to develop appropriate assistive technology devices.
- + Identified and wrote grants to help find funding for patients with no insurance.
- + Developed and maintained B2B sales channels through authorized distributors within central to eastern US.

Regional Sales Manager, APT Technology Inc. Shreve, Ohio, September 1999-October 2001

- + Managed and grew existing sales channels via authorized distributors and medical facilities.
- + Opened new geographical markets in the Midwestern states.
- + Developed new relationship between care facilities and durable medical goods distributors

Store Manager/Project Manager, Revco Drug Stores. Akron, Ohio, January 1995-August 1999

- + Managed retail stores with up to 50 employees with yearly sales up to \$14M.
- + Maintained proper inventory levels – implemented auto-replenishment in some stores.
- + Maintained appropriate staffing levels based on seasonal needs.
- + Assisted in the installation of new stores within the Akron-Canton (Ohio) area.
- + Managed and motivated grand opening sales staff.

PUBLICATIONS

- + “The Wayne County Emergency Management Agency Shares Lessons Learned.” Cuyahoga County EMA Review. Winter 2014-2015 Edition.
- + “Gathering and Organizing Local Volunteers.” National Emergency Management Advanced Academy White Paper. Emergency Management Institute Resource Section. September 2019.

Cesare “Skip” Cerminaro

SUBJECT MATTER EXPERT

EDUCATION

- A.A.S. Civil Engineering, Mohawk Valley CC
- Business School I, PGA of America
- Business School II, PGA of America

AREAS OF EXPERTISE

- Debris Subject Matter Expert
- Preliminary Damage Assessments
- 428 PAAP Pilot Program: Debris, Permanent Repair and DAC
- PA Program and Policy
- Appeals
- FHWA ER Program
- FMAG Program
- Large Scale Recovery Management

PROFILE

Cesare “Skip” Cerminaro has a strong disaster recovery background including Florida and Hawaii and has worked for the New York State Department of Transportation and the U.S. Department of Civil Defense as an Engineering Technician. Mr. Cerminaro has consulted on projects ranging from large-scale state operations to complex applicant recoveries. Cerminaro has extensive experience working with applicants to obtain funding under the FEMA Public Assistance program following a federally declared disaster. As a member of Tidal Bain’s consulting team, he has served in various capacities including Sr. Project Manager, Senior Consultant, Lead Consultant, Project Specialist and Subject Matter Expert.

RELEVANT EXPERIENCE

Mt. Sinai Hospital, FL, DR 4337 FL, Hurricane Irma, Project Manager

Provide total recovery and grant management services from identifying disaster related damages, site project damage site **inspections, provide guidance on required supporting documentation, and project development to submitting Project Worksheet Sub-Grant Applications for FEMA reimbursement. Mr. Cerminaro also provided guidance in pursuing and submitting 406 and 404 Hazard Mitigation Grant Program projects**

City of Hialeah, FL DR 4486 FL, COVID-19 Pandemic

Provide total recovery and grant management services including CARES Act and American Rescue Plan funding projects.

Orange County, NY DR 4480 FL, COVID 19 Pandemic

Sr. Project Manager providing Grants Management services including developing and submitting projects in the FEMA Grants portal.

Hialeah Housing Authority, DR 4337 FL, Hurricane Irma, Project Manager

As Project Manager, Mr. Cerminaro provides total recovery and grant management services.

City of Hialeah, FL, DR 4337 FL, Hurricane Irma, Project Manager

As Project Manager overseeing the recovery and Public Assistance program for DR-4337-FL, Mr. Cerminaro was successful in guiding the city through their debris operation and reimbursement that reflects nearly 65% of all their recovery costs. Mr. Cerminaro continues to oversee the city's recovery process through project closeout.

State of Hawaii: 5294-FM-HI, Kahana Ridge Fire, Hawaii Emergency Management, Project Manager

Project Manager and staff steering Maui County and State Applicants through the FEMA Fire Management Assistance Program. Tidal Basin staff are currently in the process of collecting and finalizing all eligible firefighting activities and writing Project Worksheets to submit to FEMA for reimbursement.

State of Hawaii: 4510-DR-HI, COVID-19 Pandemic

As Project Manager working with HI-EMA preparing for this unique virtually managed major disaster, Cerminaro has been guiding state and county agencies through the complex eligible emergency measures concerning non-congregate sheltering, purchases, voluminous donated resources, proper documentation required for the PA Program and navigating through numerous other funding sources available. Mr. Cerminaro and his staff are working with all Hawaii Applicants through the PA recovery process and the implementation of the new Streamlined Project Application process.

State of Hawaii: 4365-DR-HI, Kauai Flooding, 4366-DR-HI, Kilauea Volcanic Eruption & Earthquakes, & 4395-DR-HI, Maui Flooding

As Project Manager, Mr. Cerminaro works with staff located in each county assisting all applicants with their recoveries from multiple disasters in one calendar year. Cerminaro and his staff successfully navigated applicants through the new FEMA delivery model and Grants Portal. Cerminaro and his staff were instrumental in providing guidance for the complex Section 428 Alternative Procedures Pilot Program for Permanent Repairs totaling more than \$130 million from the devastating Kilauea Eruption. He and his staff continue to help Hawaii Applicants through project completion and closeout.

As Senior Consultant, Mr. Cerminaro worked with Maui County Applicants through their recoveries and the Public Assistance process. This included project identification, FEMA/State site inspection, document retrieval, PW development and project closeout.

428 PA Alternate Procedures for Permanent Work Pilot Program

Mr. Cerminaro worked on multiple projects that stemmed as a result of 4366-DR-HI Hawaii Kilauea Volcanic Eruption and Earthquakes.

MD Anderson Cancer Center, Houston, TX: DR 4332 TX, Project Manager

Provide total recovery and grant management services

State of Hawaii: 4282-DR-HI, Maui Flooding, Subject Matter Expert

Senior Consultant working with Maui County Applicants through their recoveries and the Public Assistance process. This included project identification, FEMA/State site inspection, document retrieval, PW development and project closeout.

Callayomi County Water District: 4240-DR-CA, Wildfires, Project Manager

Worked with the CCWD familiarizing them with the Public Assistance process. The damages included their complex water filtration/distribution systems, buildings, and emergency protective measures. Cerminaro was successful in identifying unaccounted for damages and disaster related expenses that were eventually included in Project Worksheets.

New York State: Disaster Closeout Team, Project Manager

As a Project Manager, Cerminaro and his staff were instrumental in reconciling the department's expedited and incomplete large Project Worksheets with the goal of recovering the maximum funding for these projects. Cerminaro was also instrumental in assisting the closeout team with bringing complex open projects to closure.

State of Hawaii: 4194-DR-HI, T.S. Iselle, 4201-DR-HI, Lava Flow, Subject Matter Expert

Mr. Cerminaro guided the affected Counties through the massive debris operations and Public Assistance program compliance pre-declaration. Assisted the State with their Preliminary Damage Assessment which led to the 4194-DR-HI declaration. Cerminaro was assigned to several County Applicants assisting them through their recovery process.

City of Gulf Breeze, FL: 4177-DR-FL, Flooding, Project Manager

Mr. Cerminaro worked with the City's Public Assistance process through the initial stages of their recovery. The City's major damages were concentrated throughout their city streets and municipal golf course. Cerminaro experience in the Civil Engineering field and golf industry made him successful in aiding the City with identifying flood related damages and including them in their Project Worksheets.

City of Boulder, Colorado, 4145-DR-CO, Flooding

Mr. Cerminaro worked with the City to familiarize them with the Public Assistance process through the initial stages of their recovery. The damages included their complex waterway conveyance systems, buildings, roads and bridges and extensive debris removal operations. Cerminaro completed initial informational meetings with all major City departments. The City utilized contract procurement extensively for their recovery efforts. Cerminaro was instrumental in guiding the City through their procurement process to achieve compliance to federal Public Assistance requirements. Cerminaro and his staff provided guidance through the complex and rigid debris removal requirements involving environmental and permitting that must be followed to retain funding. They also developed a Benefit Cost Analysis pertaining to the Public Assistance Alternative Procedures Pilot Program for debris removal that resulted from the Sandy Recovery Improvement Act signed into law January 29, 2013

Orange County, New York, 4020-DR-NY August 2011 Hurricane Irene, Flooding, 4031-DR-NY Tropical Storm Lee, Flooding & 4085-DR-NY Hurricane Sandy

Provided total recovery and grant management services including closeout, appeals and funding allocations

OTHER RELEVANT PROJECTS:

- + State of Louisiana, BP Oil Spill, January 2010–July 2011
- + City of Minot, North Dakota, 1981-DR-ND February 2011 through July 2011 Severe Flooding, July 2011–August 2011

- + Steele County, Minnesota, 1941-DR-MN September 2010 Severe Storms and Flooding, October 2010–Present
- + New York State: 1899-DR-NY Severe Storms and Flooding, May 2010–August 2010
- + New York State: 1857-DR-NY Severe Storms and Flooding, September 2009–February 2010
- + City of Cedar Rapids, Iowa, DR-1763-IA June 2008 Floods, July 2008–June 2009
- + City of Batesville, Arkansas, DR-1751-AR 2008 Severe Storms and Flooding
- + New York State: 1692-DR-NY Severe Storms and Inland and Coastal Flooding, 2007
- + New York State: 1670-DR-NY Severe Storms and Flooding, December 2006–April 2007
- + New York State: 1650-DR-NY Severe Storms and Flooding, 2006

Luis Avila

SUBJECT MATTER EXPERT

EDUCATION

- Harvard University Kennedy School of Government, Executive Education
- Executive Leadership in Homeland Security Program, September 2016
- John Jay College of Criminal Justice, New York Fire Science/Emergency Management
- New York Institute of Technology, NY

AREAS OF EXPERTISE

- Disaster Response, Recovery & Mitigation
- Strategic Operational Business Planning
- Emergency Management Program Evaluation
- Incident Management Professional
- Continuity of Operations
- Organizational Staff Development
- Cultural Change Agent

PROFESSIONAL HISTORY

Department of Homeland Security / Federal Emergency Management Agency Region 2

Hazard Mitigation Branch Chief,
NY/NJ Sandy Recovery Office (SRO)
March 2014 – January 2021

Department of Homeland Security / Federal Emergency Management Agency

Housing Sector Deputy Director, DR 4339-Puerto Rico
November 2018 – April 2019

PROFILE

An emergency management executive with more than 20 years of experience, Mr. Avila is Tidal Basin's Vice President (VP) of Mitigation. As VP, he oversees all mitigation operational functions of the company including Hazard Mitigation Grants management across the United States and territories.

Mr. Avila's extensive experience consists of over two decades in emergency and consequence management, preparedness, response, and recovery. He was the previous Department of Homeland Security (DHS) Hurricane Sandy Hazard Mitigation Branch Chief under FEMA Region 2. In this role, he was leading the team of technical professionals responsible for FEMA's second-largest mitigation grant program (\$1.44 billion) in history while managing the Public Assistance Mitigation Program (406). His unique approach to 406 created opportunities to provide 49 cents of mitigation funds for every PA dollar. (National average 7 cents for every PA dollar) which represented an additional \$5 billion in Mitigation to Public Assistance projects.

He has also served as DHS/FEMA's Hazard Mitigation Director and Housing Sector Deputy Director under the DR 4339-Hurricane Maria Puerto Rico program where he led more than 150 staff members and supported the Federal Coordinating Officer, Recovery Office Director, Regional Administrator, and Deputy Regional Administrator as a principal advisor on mitigation, housing development, and recovery.

RELEVANT EXPERIENCE

Vice President of Mitigation, Tidal Basin

- + Lead a team assisting clients with their Multi-billion-dollar Hazard Mitigation Grant Program (HMGP) application and project portfolio.
- + Manages, monitors, and evaluates progress accomplished by our HMGP clients across the country.
- + Serves as a Mitigation Subject Matter Expert (SME) for the company and clients in meeting with State and Federal reviewers while ensuring expert analyses of projects and/or issues associated with scope of work adjustments and

PROFESSIONAL HISTORY CONT'D

Department of Homeland Security / Federal Emergency Management Agency

Hazard Mitigation Director/Advisor
to the Federal Coordinating Officer,
DR 4339-Puerto Rico

September 2017 – October 2018

American Red Cross (ARC)

Chief Response Officer, Greater New
York Region

September 1998 – September 2013

American Red Cross (ARC)

Chief Operating Officer / Emergency
Services Officer, South Florida
Region

2006 – 2011

American Red Cross (ARC)

Director, Operations, Greater New
York Region

1998 – 2006

closeout activity, including appropriate recommendations.

- + Doubled the company's mitigation portfolio by elevating consistent performance quality and developing a plan for organic growth for our current clients- resulting in more mitigation projects approved, and better protection amongst our clients.

Hazard Mitigation Branch Chief, Department of Homeland Security, FEMA Region 2, NY/NJ Sandy Recovery Office (SRP) GS-14, March 2014 – January 2021

- + Decisive leader of technical professionals responsible for the implementation, coordination and execution of the 2nd largest mitigation grant program (\$1.44 Billion) in FEMA's history- Ensuring exceptional customer service while building influential coalitions with state stakeholders.
- + Executive oversight of Public Assistance Mitigation Program (406) which has obligated over \$5 Billion in federal assistance ensuring exceptional resilience measures.
- + A catalyst of success, developed, implemented and executed processes which increased the effectiveness, accountability and project determination timeliness by 43%.
- + As primary executive, exercises responsibilities within program policies and guidance that provides innovative financial and technical assistance to New York and New Jersey State and local communities in implementing long-term protective measures.
- + Support natural and man-made hazard mitigation and loss reduction programs within DHS/FEMA, such as the flood hazard reduction element of the National Flood Insurance Program (NFIP), as well as DHS/FEMA's hazard mitigation grant program.
- + 2015 FEMA Administrator Award for Excellence-by creating resilient communities through innovative mitigation measures.

Priority Project List:

- + NYS Department of Transportation: Resiliency Upgrades to Scour 105 Critical Bridges (\$518 million)
- + Suffolk County Coastal Resiliency Initiative (\$389 million)
- + New York State Early Warning Weather Detection System: Mesonet (\$24 million)

- + Office of Housing Recovery and Operations: Breezy Point Risk Mitigation Systems (\$58 million)
- + Port Authority of New York & New Jersey: La Guardia Airport Flood Control (\$40 million) and the installation of Tide Gates/Drainage Check Valves at JFK Airport (\$3 million)
- + Installation of Tide Gates/Drainage Check Valves at JFK Airport (\$3 million)
- + Village of Sidney: Sidney Green Plain (\$23 million)
- + New York City Department of Education: Emergency Power for 60 Critical Schools (\$14 million)
- + New York City Office of Emergency Management: Mitigation for Nursing Homes & Assisted Care Facilities (\$19 million)
- + Southside Hospital: Wind Mitigation (\$24 million)
- + Energy Research & Development Authority: Gas Station Back-up Power (\$26 million)
- + New York City Department of Parks & Recreation: Hardening Tide Gates in Flushing Corona Park (\$5 million)
- + New York City Department of Environmental Protection: 26th Ward Wastewater Treatment Plan – Flood Proofing (\$4 million)
- + Housing Trust Fund Corporation Long Island-Staten Island Buyout Retroactive Batches (\$16 million)

Detail/Deployment – Serving as Housing Sector Deputy Director, Department of Homeland Security, FEMA, DR-4339-Puerto Rico, November 2018 – April 2019 (1130 Hours)

- + As Deputy, directed and managed 3 Divisions, 4 branches, with 6 multi-disciplinary programs, and over 200 staff. Established goals, developed policies and plans, determined numbers and disciplines of staff needed. Established internal operating policies and procedures, and allocated resources. Assigned and evaluated work through subordinate managers and supervisors, provided for staff development, training and support services, selected and recommended selection of staff, arranged for appraisal of employees and conducted the Agency's personnel management program goals and objectives.
- + Serve as the one of the principal advisors to the Recovery Office Director, Regional Administrator (RA), and Deputy Regional Administrator (DRA) on recovery issues related to long- and short-term housing development / recovery to include policy and programmatic issues.
- + Advising, collaborating, and negotiating with senior-level officials within FEMA, and from other Federal/State agencies, Non-Governmental Organizations (NGOs), and private sector organizations on regional capabilities. Provide leadership and representation at top-level inter-/intra-agency planning groups.
- + Administered policy guidance related to the Robert T Stafford Disaster Relief and Emergency Assistance Act, 44 Code of Federal Regulations, Public Law 93-288, strategic planning, budget formulation and execution, contract administration, resource management, property accountability, personnel administration, information systems and operational support issues.
- + Supervised and provided guidance on the interpretation and application of legislation, regulation, policy and other directives related to the delivery of response and recovery programs and services.

Mitigation Branch Director with oversight of project approval, Central Office for Recovery, Reconstruction and Resiliency (COR3), Government of Puerto Rico, DR-4339 Hurricane Maria, October 2017 – April 2019

- + Mr. Avila provided project approval oversight and was responsible for the implementation, coordination and execution of the largest (\$2.9 Billion) hazard mitigation grant program (HMGP) in FEMA's history- Ensuring exceptional customer service while building influential coalitions with state stakeholders. He recommended the funding approval of a \$10 million code adoption project which will update the Commonwealth's building codes to the 2018 version, which are the strongest in the US.
- + In addition, he was responsible for funding one of the largest code enforcement projects in FEMA's history, a \$79 million project that will staff as many as 273 personnel including building inspectors. This project will impact ALL construction in PR, ensuring that recovery builds back a permanent and resilient infrastructure.

Deployment – Serving as Hazard Mitigation Director/Advisor to the Federal Coordinating Officer, DHS FEMA, DR-4339-Puerto Rico, September 2017 – August 2018 (2752 Hours)

- + Highly distinguished performer responsible for the implementation, coordination and execution of the largest mitigation grant program (\$3 Billion) in FEMA's history- Ensuring exceptional customer service while building influential coalitions with state stakeholders.
- + Served as the principal Mitigation Advisor to the Federal Coordinating Officer of the Puerto Rico Joint Recovery Office, and other senior-level managers ensuring all policy and programmatic guidance are in place for the unique requirements of the largest disaster in US history.
- + Lead a ground-breaking team developing operational policies and providing technical and administrative support that influenced national policies.
- + Collaborating closely with our partners in Puerto Rico, under Hazard Mitigation Grant Program, funded a \$10 million code adoption project which will update the Commonwealth to the 2018 building codes, which are the strongest in the US. Additionally, funded a \$79 million code enforcement project over the next six years. This will staff as many as 273 personnel including building inspectors. The largest code enforcement project in FEMA's history. This project will impact ALL construction in PR, ensuring that recovery builds back a permanent and resilient infrastructure.

American Red Cross (ARC), September 1998 – September 2013

Chief Response Officer, Greater New York Region GS-15, step 3 equivalent, 2011 – 2013

- + Provided exceptional leadership, vision and strategic direction for the largest and most demanding American Red Cross Emergency Services program in the U.S. Responding to an average of eight to ten disasters a day within a jurisdiction serving 13.2 million residents throughout 13 counties of the New York metropolitan and Lower Hudson region.
- + Lead 7 first- and second-line supervisors, a paid staff of 63 subject matter experts, more than 3,000 volunteers, and a total operating budget of over \$8 million. Maintained senior level relationships with city, county, state, federal and non-governmental leaders ensuring incomparable survivor centric assistance.

- + Ensured outstanding responses to over 3,000 disasters a year, including fires, building collapses, transportation incidents, and Super Storm Sandy. Through innovative operational development tools, improved on-time response from 72% to 93%.
- + Managed the most prominent Regional Individual Assistance program in US, aiding over 9500 individuals and families who have sustained losses due to disasters, and 3800 military soldiers and their families annually.
- + Responsibility for ensuring regional operations are implemented in accordance with ARC HQ direction and follow regulations and guidance Implemented strategic goals guaranteeing the functional, financial, and regulatory compliance of internal processes.
- + Developed the Chapter's Strategic Plan, working closely with the CEO, fellow Senior Management Team members, and the Board of Trustees.
- + Successfully aligned three independent business units to a new overall strategic direction optimizing processes and improving efficiencies by 38%.
- + Managed a State-of-the-Art Emergency Communications Center and Emergency Operations Center, as well as fleet of 53 specialized disaster response vehicles and 2 warehouse facilities.
- + Maintained operational excellence, including no reduction in day-to-day efficiency, despite of a 25% budget reduction (\$8 million - \$6 million) and a 40% downsizing of employees (100 to 60) over 18 months.
- + Lectured at numerous Disaster Response and Preparedness conferences and conducted several media interviews for television, radio and print mediums.

Chief Operating Officer/Emergency Services Officer, South Florida Region, 2006 – 2011

- + Directed the overall operations of Emergency Services Department by preparing for and responding to disasters within the South Florida Region, providing relief to victims. Within 8 months doubled the Individual Client Assistance program.
- + Oversaw a comprehensive program of social services to ensure the successful provision of individual client services to 2150 disaster victims, members of armed forces and their families, veterans, seniors and community residents.
- + Developed unit's \$5 million annual operating budget and maintained expenditures below approved limits.
- + Chief Operating Officer supplementary duties added to Emergency Services Officer responsibilities (including Facilities, HR and IT departments). Initiated an organizational audit of expenditures, which reduced immediate expenses by over \$250,000 in the first year and reduced additional recurrent operational expenses by over \$23,000 a month.

Director, Operations, Greater New York Region, 1998 – 2006

- + Directed Greater NY American Red Cross' daily disaster relief operations and served as Mass Care Officer for large-scale disaster relief operations. Oversaw the development, writing and implementation of Standard Operating Procedures (SOP) for Mass Care and Response Operations. Lead author of the ARC portion of the Coastal Storm Plan with NYC Office of Emergency

Management.

- + From August 2004 to January 2006, directly responsible for the delivery of Mass Care assistance to over 600,000 people, including 9-11 memorials, Flight 587 memorials, and transit strike response.
- + Within 24 hours of notification, planned, opened, and operated the Katrina Welcome Center with NYC OEM- a reception center model designed to receive and triage over 2500 Katrina evacuees awaiting appointments at NYC Disaster Assistance Service Center.
- + Directly responsible for the administration of the Disaster Capital Initiative (DCI), a \$12 million project which enhanced response capability, reducing deployment time of supplies to large disasters by over 6 hours. Directed logistical management operations for the largest chapter in the United States.
- + Lead advisory committee of emergency management executives including Deputy Commissioners from New York City response agencies to develop solutions for communications, fleet and logistical support. Project Manager and designer of state-of-the-art mobile command vehicle.
- + One of the initial ARC responders to WTC on the morning of 9-11-01. Showed dynamic leadership qualities during ARC/GNY's response to 9-11-01 WTC disaster.
- + Lead Operations Manager to American Airlines Flight 587 airline incident. Part of the planning team, which created a Family Assistance Center for the families of deceased. Assigned job director of the center.

Bailey deRouen

SUBJECT MATTER EXPERT

EDUCATION

- Juris Doctor, Environmental Law Certificate, Loyola University New Orleans College of Law, New Orleans, LA
- MA, Urban and Regional Planning, Environmental and Hazard Mitigation Concentration, University of New Orleans, New Orleans, LA
- BA, History, Political Science, Christian Brothers University, Memphis, TN

AREAS OF EXPERTISE

- Urban and Regional Planning, AICP
- CDBG, CDBG-DR, CDBG-MIT Funding
- Disaster recovery policy guidance
- Long Term Post-Disaster Rebuilding
- Needs assessments
- Program management
- Grants administration
- FEMA local match coordination

PROFESSIONAL HISTORY

Tidal Basin

Director/ Senior Project Manager
2019 – Present

NYC Office of Management and Budget

CDBG-DR Policy Unit Head, Senior Analyst Environmental Review
2015 – 2019

Villavaso & Associates

Senior Urban Planner
2012 – 2015

PROFILE

Ms. deRouen is a disaster recovery professional with over ten years of experience, focused on long-term post-disaster rebuilding, planning, and program management. Her experience includes working with local and state governments to design and implement resiliency-based initiatives, programs, and policies. She is an expert in federal procurement regulations, experienced in managing CDBG-DR, CDBG-MIT, and FEMA funds, and has created and delivered trainings on all aspects of these funding sources. Ms. deRouen also has expertise creating HUD Action Plans, performing needs assessments, and developing policies designed to increase a community's resilience and overall sustainability.

Ms. deRouen holds a law degree in addition to her master's degree in Urban and Regional Planning with a concentration in Environmental and Hazard Mitigation and is a member of the American Institute of Certified Planners (AICP).

RELEVANT EXPERIENCE

Director/Senior Project Manager, Tidal Basin

Manages and oversees various recovery programs and also supervises supporting staff. Ms. deRouen assists with managing Tidal Basin's portfolio of HUD CDBG, CDBG-DR and CDBG-MIT contracts with a general focus on disaster recovery and relief programs for states and local governments, individual applicants and housing and infrastructure.

Program Manager – Massachusetts Homeowner Assistance Fund (MA HAF), Massachusetts Housing Partnership, 2021 – Present

Ms. deRouen oversees and directs a team of managers responsible for all aspects of program implementation for the Commonwealth of Massachusetts \$140 million Homeowner Assistance Fund. Tidal Basin is providing full case management and project management services to the Commonwealth and has developed the technological platform to accept homeowner applications and provide case management and reporting on the backend. In addition to case management services, which include eligibility determination, QA/QC, and pre- and post-payment

review, the Tidal Basin team is also administering the program's call center and coordinating support services through MA Housing Counseling.

Technical Advisor, Community Energy and Water Resilience Installations Program (CEWRI), Puerto Rico Department of Housing (PRDOH), San Juan, PR, 2021 – Present

Ms. deRouen serves as a technical advisor and CDBG subject matter expert providing technical assistance and training to the project team overseeing applicant processing, eligibility intake, and awards determinations.

Project Manager, Grant Applications Writing and Management, Hendry County, Florida, 2019 – Present

Ms. deRouen provides technical assistance and project management support to Hendry County and assists with managing all CDBG-DR grant requirements and writing grant applications for CDBG-DR and CDBG-MIT funds provided through Florida Department of Economic Opportunity (DEO). Assistance to the County includes training on all federal requirements and ensuring all projects are implemented in full compliance with all federal regulations. Tidal Basin has been successful in securing over \$5 million in CDBG-DR funding to date for infrastructure and workforce development programming.

Project Manager, Grant Applications Writing and Management, Orange County Drainage District, Orange County, TX, 2020 – Present

Ms. deRouen leads a team assisting the Orange County Drainage District with their grant application development for HUD CDBG-MIT and Texas Water Development Board funds. Application development includes project identification, funding stream evaluation, grant application development, census tract analysis, and Low-to-Moderate Income (LMI) service area review for a variety of infrastructure and mitigation initiatives for which the county is seeking funding.

Project Manager, CDBG-DR Action Plan for 2018 Disasters, California Department of Housing and Community Development (CAL HCD), Sacramento, CA, 2019 – Present

Ms. deRouen served as the program manager for the development of California's \$1.02 billion 2018 CDBG-DR Action Plan. This included managing a team to complete the unmet disaster needs assessment, program design, budgeting, conducting needs assessments of the state agency and subrecipients, and completing all required HUD certifications and public outreach. The Action Plan requires HUD approval for the appropriation of the CDBG-DR and CDBG-MIT funds after the destruction of the 2018 wildfires. Ms. deRouen oversaw all staff and all tasks required for HUD approval of the Action Plan.

Unit Head/Programs and Policy Supervisor/Environmental Review Supervisor, New York City Office of Management and Budget (OMB), 2015 – 2019

Ms. deRouen served as a unit head, as a program and policy supervisor, and environmental review supervisor for approximately \$4.2 billion in HUD CDBG-DR and NDR grant funds for housing, economic development, resiliency, mitigation, and infrastructure programs for New York City's Superstorm Sandy recovery. Ms. deRouen coordinated with municipal, state, and federal agencies to manage public hearings. She oversaw action plan development, developed new programs, managed aggressive timelines, made strategic funding decisions, and assisted in program implementation. She interpreted Federal Register Notices, 2 CFR 200, 24 CFR 570, and other applicable grant regulations and gave technical assistance to all implementing partners. She also wrote multiple successful waiver requests related to HUD requirements to facilitate CDBG-DR program implementation.

Alyza Supriana

PROJECT MANAGER

EDUCATION

- M.A., Disaster Management
- B.S., Criminal Justice; Focus on Emergency Management and Homeland Security

AREAS OF EXPERTISE

- FEMA Public Assistance
- HSEEP Exercise development
- Project Management
- Public Assistance Project Closeout
- Grant Management
- Disaster Planning
- Emergency Operation Center (EOC) Experience

PROFILE

Ms. Supriana is an emergency management professional with experience in various hurricanes, severe windstorms, and COVID-19 response. She has served on Community Emergency Response Teams, preparing to activate and respond to Hurricane Matthew and Irma in the State of Florida. She has successfully accomplished over 40 FEMA certifications, HSEEP and more Emergency Management related courses. As Project Manager with Tidal Basin, Ms. Supriana has supported various contracts and has experience with FEMA PA categories A-G and EOC response.

RELEVANT EXPERIENCE

Project Manager, Tidal Basin, May 2020-Present

Project Manager, Financial Recovery Services, Town of Fort Myers Beach, Florida

Ms. Supriana serves as the lead project manager on this contract. Duties include immediately supporting the Town of Fort Myers Beach with their disaster financial recovery from hurricane Ian shortly after landfall. Ms. Supriana provides support with response and initial recovery processes, including project development and monitoring eligible costs, documentation guidance and review, coordination with federal, state, and local partners, briefing town representatives daily, training staff on the PA process and serving a liaison for FEMA PA questions and guidance between FMB, FDEM and FEMA, and other disaster relief programs.-She supports the day-to-day duties of the public assistance program and provides technical, policy and procedural guidance for the Town of Fort Myers Beach.

Grant Manager, FEMA Public Assistance Grant Management, City of Marion, IA

Ms. Supriana provides overall project management on this contract. Her specific responsibilities include scheduling, cost estimating, day to day contract management, client communication, policy review and guidance, project identification and document tracking. The client chose Tidal Basin to perform Grant Management services in response to

Severe Storms Derecho. The Tidal Basin team provides grant management solutions as part of the FEMA Public Assistance (PA) program. Ms. Supriana provides support with compliance activities, including grant reporting, documentation guidance and review, budget monitoring, and site inspection guidance.

Consultant, COVID-19, Z0115, Florida Division of Emergency Management

Ms. Supriana assists in the overall project management on this contract. Her specific responsibilities include quality control and review, training staff, project development, and supporting day to day contract management, and providing updates to state leadership. The client chose Tidal Basin to perform Grant Management services in response to the COVID-19 Pandemic, which includes supporting subrecipients with technical, policy and procedural needs. The Tidal Basin team provides grant management solutions as part of the FEMA Public Assistance (PA) program.

EOC Staff Support, Response Unit, State of Colorado EOC

Ms. Supriana provided support to EOC staff and multiple governor initiatives for COVID-19. This support included the ramp up of the Staffing Shortage Fusion Center(vendor management/ selection, facility program tracking, training, budget analysis, outreach, etc.), the redesign of the UCC structure, coordination with community partners for the Library Mask Distribution program, consulted on the EOC strategic response plan, provided guidance and support on the COVID-19 FEMA reimbursement, revised finance packets for logistics, and developed templates, visuals, memos, and reports for the State Director of EM.

Grant Management Consultant, Thomas Howell Ferguson PA, CPA, March 2019 – May 2020

Ms. Supriana supported numerous declarations in the State of Florida including, Hurricane Irma, Hermine, Mathew, Michael, and Dorian, Florida Severe Storms, and Flooding (2014) and COVID-19. Ms. Supriana provided support to sub-recipients on reimbursements requests and closeout requests using Florida PA portal, EMMIE, and Grants Portal. This support included leading a team of 5 on the development of FEMA workbooks, Requests for Reimbursement packets, submitting Requests for Information's, Final Reconciliation Report/Final Inspection Reports, weekly and monthly state grant reporting, and quarterly reports to the state.

Intern, Osceola County Office of Emergency Management, July 2018 – August 2019

Ms. Supriana was an intern with the Osceola County Office of Emergency Management in Kissimmee, Florida. During her time supporting the Emergency Operation Center, she co-developed and facilitated a Cyberterrorism exercise, developed after action reports and improvement plans, and reviewed community health facility safety plans and assisted in community outreach.

Andrew Kemler

ASSISTANT PROJECT MANAGER

EDUCATION

- BS, Business Administration
Major in Finance, University of
Nebraska at Lincoln

AREAS OF EXPERTISE

- 428 Alternative Procedures
- Flood Recovery
- Mitigation Planning
- FEMA Public Assistance
- EHP Compliance

PROFESSIONAL HISTORY

Tidal Basin

Associate Project Manager
01/2022-Present

FEMA – Public Assistance Division

PA Program Delivery Manager
11/2019-01/2022

Flinn Paving Co.

Plant Manager and Estimator
05/2018-11/2019

PROFILE

Mr. Kemler's 4 years of program and project management experience includes supervisory roles that eventually led to his assignment as a FEMA Program Delivery Manager. During his time with FEMA, he worked closely with applicants to understand the damages that were incurred during the event and what the applicant needed from FEMA to not only return to pre-disaster conditions, but to mitigate facilities to provide additional resistance in the future. Mr. Kemler is currently serving Tidal Basin as an Associate Project Manager in the Public Assistance Division.

RELEVANT EXPERIENCE

Florida 4673-DR-FL, Hurricane, Flooding

Within one week of Hurricane Ian, Tidal Basin deployed Public Assistance consultants to assist the Town of Fort Myers Beach in their disaster recovery efforts. Mr. Kemler has worked closely with the town's department heads to provide policy and procedural guidance on the Public Assistance process. The Tidal Basin team trained staff on the requirements for documenting work performed by town staff, assisted in creating a framework for project document retention and performed reviews of their daily work logs.

Louisiana 4611-DR-LA, Hurricane, High Winds

Mr. Kemler worked with leadership from Young Audiences Charter Schools to provide Public Assistance guidance on the non-profits' recovery efforts from hurricane Ida. Mr. Kemler functioned as a liaison between FEMA and the client in weekly meetings to ensure that FEMA's documentation needs were being met and that the PA process continued to move forward. In addition to liaison services, Mr. Kemler assisted the client by creating site inspection reports, verifying costs for damaged items, and providing insight on reimbursement expectation based on the client's insurance policies. Consulting services also included reviewing the client's contracts to ensure they followed the regulations outlines in 2 CFR and that the work completed was outlined in the contract.

Illinois 4489-DR-IL, COVID-19 Emergency Measures

Mr. Kemler worked closely with the representatives of the State of Illinois to assist with managing and organizing documentation that was required to secure funding through FEMA's Public Assistance and as well as CARES Act funding. In this role Mr. Kemler aided in the submission of over \$5 million for reimbursement of Category B emergency measures expenses that included contract labor, PPE, temporary medical facilities, and vaccination costs.

Nebraska 4616-DR-NE, Severe Storms, High Winds

Worked specifically with Nebraska's largest electrical provider to complete Preliminary Damage Assessments, Site Inspections and Project submission to secure over \$10 million in PA reimbursement following a statewide windstorm that left most of eastern Nebraska without power.

Nebraska 4420-DR-NE, Severe Storms, Flooding

As a FEMA Program Delivery Manager Mr. Kemler had his first FEMA deployment to Nebraska during the worst natural disaster the state had experienced in its history. He worked on a team that focused on specialized projects including waterways, utilities, powerplants and water treatment plants. During his time on this disaster Mr. Kemler guided his applicants on EHP compliance, PA policy and mitigation strategies. He assisted his applicants in recovering over \$150 million in obligated Public Assistance funds.

Lori Borman

SENIOR GRANT SPECIALIST

EDUCATION

- Associate Degree, Human Services, Edison College

AREAS OF EXPERTISE

- FEMA Public Assistance
- Public Purchasing
- Construction Management
- Contract Compliance
- Professional Writing
- Budgeting

PROFESSIONAL HISTORY

Tidal Basin Government Consulting
FEMA Specialist
2019 – Present

Lee County Government
Coordinator
1983 – 2018

PROFILE

Ms. Borman has thirty-five years of experience with financial accounting and compliance related to government programs and public work locations including Lee County Florida. She has experience developing and managing revenue and expense projections, budget models, financial reports/analysis, and financial forecasting. In the State of Hawaii, she assisted in the emergency management of multiple disasters and worked directly with HI-EMA on projects specific to the State's disaster recovery efforts.

RELEVANT EXPERIENCE

Tidal Basin, State of Alaska, July 2022 – Present

Ms. Borman is currently providing all facets of grant management under the FEMA PA Program for the State of Alaska under their 2018 Earthquake disaster. She is administering over 150 projects for 17 applicants. This involves payments, grant monitoring, scope of work changes, mitigation review, closeouts, reports to staffing and governor along with meetings with staffing, applicants, and FEMA.

Tidal Basin, Stanford Health Care, 2021 – July 2022

Ms. Borman helped Stanford Health Care providing all facets of grant management under the FEMA PA Program for the COVID disaster. This included review and processing of projects for submittal under this program.

Tidal Basin, State of Hawaii, 2019 – Present

DR4365 Hawaii Severe Storms, Flooding, Landslides, Mudslides

DR4366 Hawaii Kilauea Volcanic Eruption and Earthquakes

DR4395 Hawaii Hurricane Lane

Providing all facets of grant management under the FEMA PA Program. This includes review and close out of over 100 Emergency Management Assistance Compacts (EMACs), through which a state requests assistance from other states, along with the creation of standard operating procedures (SOPs) for processing and creation of an Administrative Plan.

FM5294 – Kahana Ridge Fire

Assisting the County of Maui for compiling of all documentation and writing of the Project Worksheets for closing of the disaster under FEMA.

DR4510 COVID 19

January to present, providing assisting with review and compiling of all documentation, creating of tracking spreadsheets, writing up procedures for EOC and DAS. Assigned as Liaison for Kauai Island to assist state agencies, county departments and private nonprofits with FEMA PA program grants.

Ms. Borman is also helping Kauai Island state and county agencies in compiling of documentation for Rain Event to be forwarded to FEMA for request of Declaration and processing close out of six past disasters under the FEMA PA program.

Other activities include:

- + Interviewing of new hires for DAS Staffing.
- + State HI-EMA creating a standardization of processes and procedures for DAS to provide for FEMA PA Program.
- + State HI-EMA creation of a master spreadsheet for recording/monitoring of all disaster projects.
- + Providing training of all new staff of the FEMA PA Emmie, Grants Portal and Grant program. Aid DAS staff with review of work and guidance of process and procedures.
- + State HI-EMA/DOD - developing standard procedures for all fiscal, inventory, grants and other programmatic areas as assigned by the administrator. (Compiling all data, interviewing staff, research, reviewing other State's processes to provide options).
- + Compiling process and procedures for COVID19 response by State of Hawaii.

Coordinator, Municipal Services Taxing/Benefits Unit (MSTBU), Lee County Government, 1983– 2018

Ms. Borman managed committee meetings and projects and collaborated with communities to obtain services to set up taxing districts. She monitored construction projects and invoicing while working with engineering consultants and contractors on projects and cost analyses and provided community support throughout projects.

She also prepared all documentation for creating units, issuing purchase orders, invoices, tax rolls, proposals, and contracts, and writing of bid specifications, financing of project and manages all MSTBU budgets and budget reports, and writes bid specs and contract documents, while also managing delinquent accounts with property owners. Other highlights include:

- + Presented information and budgets to community in person, by phone, and electronically, along with collaborating with architects/engineering firms, financial advisors, contractors, bond counsel, commissioners, county management and county attorneys on projects to guarantee success.
- + Prepared, evaluated, analyzed, and negotiated contracts for construction and professional services for contracts.
- + Monitored and administrated contract performance and negotiated modifications, processed

closeout and interpreted aspects of procurement policies and procedures.

- + Recommended policies and procedures for the MSTBU program.
- + Oversaw placing of all MSTU and MSBU project on the tax rolls, collecting of funds, monitoring of payments and the payments of principal and interest. Also works to monitor and make early redemption or refinancing of loans to lower expenses. Presented tax rolls and projects the Board of County Commissioners at public meetings.
- + Submitted documentation for Hurricane Charlie and Irma.
- + Compiled budgets for all capital construction projects under the county and managed the processing and budging of debt funding.

Moises Nova

GRANT SPECIALIST

EDUCATION

- BS Finance, Old Dominion University, Norfolk, VA

AREAS OF EXPERTISE

- FEMA Public Assistance
- Bilingual (Spanish)
- FEMA's Grants Portal
- Assisting Subrecipients
- QA/QC
- Account Reconciliation
- Financial Analysis
- Financial Report Writing
- Program Development
- Data analysis

CERTIFICATIONS

- FEMA IS-00100.c – Introduction to Incident Command System, ICS-100
- FEMA IS-00200.c – Basic Command System for Initial Response
- FEMA IS-01005 – Public Assistance Alternatives Procedures
- FEMA IS-00700.b – An Introduction to the National Incident Management System
- FEMA IS-00800.d – National Response Framework, An Introduction
- FEMA IS-01008 - Scope of Work Development (Scoping and Costing)

PROFILE

Mr. Nova is a detail-oriented emergency management specialist and associate project manager experienced in communications with applicants, operating procedures development, managing projects through completion, and accounting and compliance procedures related to federal grants. His skills include interpersonal communication, business optimization and workflow improvements. He has supported the states of Florida and Alaska with COVID-19 grant compliance.

RELEVANT EXPERIENCE

Tidal Basin Government Consulting, LLC, 2020 to Present, Associate Project Manager

Mr. Nova supports senior project managers for projects that cover a broad range of consulting services, including strategy development, program planning, auditing and evaluation, policy, and regulation development. He coordinates the efforts of subcontractors and may provide guidance and training to team members. Mr. Nova develops, implements, and monitors project scope, methodology, timelines, deliverable, and budgets, providing client with regular status updates and ensures project schedule is maintained. He also has:

- + Developed Standard Operating Procedures for project processes.
- + Assisted in completing the appropriate documentation required for federal grant funding.
- + Developed and tracked progress of new projects with applicants with key performance indicators.
- + Guided applicants through the Public Assistance process.
- + Oversaw applicant projects in FEMA's Grants Portal.
- + Performed Quarterly Reports for eligible projects.
- + Processed payments for obligated projects and advanced payments for Florida Division of Emergency Management Review and State of Alaska Division of Emergency Management.

- + Worked with team members on reporting weekly updates of project status.
- + Reported weekly updates to supervisors based on project progression.
- + Communicated with applicants to keep them updated on project status.
- + Developed Excel workbooks to generate reports using V-Lookups and Pivot Tables.

DR-4673-FL Hurricane Ian, Fort Myers Beach, Florida, Associate Project Manager for Fort Myers Beach, FL October 2022

- + Assisted with consulting the Town of Fort Myers Beach on eligible work because of Hurricane Ian.
- + Guided the client's various departments on the creation of a damage inventory.
- + Created spreadsheets to track costs to be included in projects within FEMA's Grants Portal, including tracking costs for expedited funding.
- + Reviewed daily 214s for all on-site personnel, including Fort Myers Beach employees as well as contractors.
- + Assisted with the creation of project folders to help organize and track files and documentation that will be required for eventual project submission and beyond.
- + Assisted with the creation of daily notes to be included in daily reports.

DR-4494-MI Michigan COVID-19 Pandemic, DR-4381-MI Michigan Severe Storms, Flooding, Landslides and Mudslides, DR-4547-MI Michigan Severe Storms and Flooding, DR-4607-MI Michigan Severe Storms, Flooding, and Tornadoes. State Public Assistance Officer, June 2021-October 2022

Mr. Nova served the State of Michigan as a Public Assistance Officer and was part of a team that simultaneously handled four different disasters for the state. His responsibilities included but were not limited to:

- + Reviewing invoices/proof of payment for project payment requests.
- + Performing Final recipient review for projects pending that step in FEMA's Grants Portal.
- + Assisting with guiding applicants through the PA process.
- + Communicating with applicant representatives for documentation acquisition.
- + Maintaining and updating folders for organization and record keeping of invoices and proof of payment provided by applicants.

DR-4533-AK Alaska COVID-19 Pandemic, Alaska, State Public Assistance Officer for Alaska, May 2021 – July 2021, October 2021-Present

Mr. Nova developed standard operating procedures for project processes, submitted quarterly reports, and assisted with written forms necessary to properly report all program and financial activities. He guided sub-recipients through the Public Assistance process and performed QA/QC reviews of project applications to ensure compliance with federal grant requirements. He also conducted informational meetings with sub-recipients and FEMA PDMGs. Performed funding request validations while reviewing labor, contracts, and materials summary for payment processing.

DR-4486 COVID-19 FEMA Disaster Response, Florida, Jr. Consultant, June 2020 – May 2021

As an Associate Project Manager, Mr. Nova guides sub-recipients through the Public Assistance process and performs reviews for project applications. His duties also include:

- + Reviewing submitted summary sheets for projects (Labor, materials, contracts).
- + Performing QA/QC review for project applications.
- + Conducting sub-recipient meetings.
- + Reviewing/completing quarterly reports for obligated projects.
- + Performed validation of requested funds.
- + Processing Payment Process for obligated projects.

Jonathan Brumfield, PE

DAMAGE/SAFETY INSPECTOR

EDUCATION

- MS, Civil Engineering, University of North Florida
- BS, Civil Engineering, University of North Florida

AREAS OF EXPERTISE

- Structural Analysis
- Coastal and Marine Structures Design
- Cost Estimating
- Construction Plan Development
- Construction Administration
- Construction Engineering/Inspection
- Damage/Safety Inspection

CERTIFICATIONS

- State of Florida, Professional Engineer

PROFESSIONAL HISTORY

Taylor Engineering
Waterfront Engineer
2016-Present

PROFILE

With his educational background in Civil Engineering in the marine environment, Mr. Brumfield joined Taylor Engineering with a focus on structural analysis and marine structures design. He has since developed additional skills working on a variety of projects in the Waterfront Engineering group. These projects include waterfront structural inspections and design, dredging engineering, dredge material management design, cost estimating, and construction administration. Mr. Brumfield is experienced with STAAD Pro, LPILE, ALLPILE, Group, AutoCAD Civil 3D, Support IT, HYPACK, Microsoft Project, and Microsoft Office software applications.

RELEVANT EXPERIENCE

Project Manager, North Bank Riverwalk Floating Dock Replacement, Jacksonville, FL, 2018 - 2022

Mr. Brumfield, led as the project manager providing engineering support for construction of 1,500 linear feet of floating dock along the North bank of the St. Johns River. Previous dock system damaged in Hurricanes Matthew and Irma.

- + Coastal And Marine Structures Design
- + Construction Plans & Technical Specs
- + Construction Administration

Cost Estimator, Martin County Waterfront Parks Condition Assessment, Martin County, FL, 2022

As Cost Estimator, Mr. Brumfield created cost estimates and repair recommendations for a planning document summarizing the current conditions of the county's 27 waterfront parks.

- + Budget Planning,
- + Project Prioritization,
- + Repair Recommendations
- + Waterfront Structures and Natural Shorelines
- + Damage/Safety Inspection
- + Cost Estimating

Engineer of Record, Emergency Revetment Repair - Embassy Suites by Hilton, St. Augustine, FL, 2022

As Engineer of Record, Mr. Brumfield was responsible for emergency repair design and placement of an armor stone revetment along their beachfront.

- + Construction Plans & Technical Specs
- + Coastal And Marine Structures Design
- + Coastal Processes Analysis
- + Construction Administration

Staff Engineer, Waterfront Facilities Inspections, U.S. Coast Guard - Various Locations, 2017 - 2021

His tasks include underwater and topside inspection; development of rehabilitation; hydrographic surveys; marine structure load rating; and preparation of opinions of probable construction costs for any necessary construction work. Inspected structures included fixed and floating docks, piers, bulkheads, revetments, seawalls, boat ramps, and marine railways.

- + Waterfront Structures And
- + Inspection Reports Providing
- + Structural Condition Assessment,
- + Repair Recommendations, And
- + Cost Estimating
- + Marine Structures Analysis
- + Damage/Safety Inspection
- + Repair And Replacement Design Alternatives

Project Manager, County Dock Restoration, Jacksonville, FL, 2018 - 2020

As the Project manager, Mr. Brumfield provided, coastal and engineering support for a new 650-ft timber fishing pier along the St. Johns River replacing a dock damaged in Hurricanes Matthew and Irma.

- + Construction Administration
- + Construction Plans & Technical Specs
- + Marine Structures Design

Staff Engineer, Post-Hurricanes Matthew and Irma Dock Inspections and Design, Jacksonville, FL, 2018

As Inspection lead, Mr. Brumfield was responsible for conducting and preparing condition assessments to support FEMA reimbursement for six City of Jacksonville docks damaged by Hurricane Matthew.

- | | |
|--|----------------------------|
| + Repair And Replacement Recommendations | + Cost Estimates |
| + Structural Analysis | + Damage/Safety Inspection |

Charles Parker, CEM

EOC SUPPORT

EDUCATION

- B.S., Emergency Management and Planning/Public Administration, IRSC, 2017
- A.S., Business Administration, Miami-Dade College, 2003

AREAS OF EXPERTISE

- Disaster Management
- Healthcare Response
- Project Management
- Program Management

CERTIFICATIONS

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA Professional Development Series
- FEMA Advanced Professional Series
- Basic ICS 100-400
- IS 700 NIMS
- American Red Cross Disaster Cycle Services Advanced Instructor
- Certified Emergency Manager (CEM) by International Association of Emergency Managers (IAEM), 2022

RELEVANT TRAINING

- FEMA PDS
- FEMA APS
- 35 American Red Cross Disaster Cycle Services certifications including Advanced Instructor
- Over 150 FEMA Certifications

PROFILE

Mr. Parker is an operation professional with over 30 years of experience as a manager, 12 years of direct disaster experience and 10 years of non-profit experience. He has worked in an operations capacity for 40 plus disasters including: multiple public health emergencies, tornadoes, flooding, hurricanes, wildfires, and typhoons as well as multiple mass shootings.

In his career, he has managed budgets of up to \$25 million and thousands of volunteers. During the COVID-19 response, assisting the state of Florida, Mr. Parker directed the Tidal Basin operations team of over 160 staff to provide vaccine operations support in the field across the state. He was twice awarded the American Red Cross Hero award and American Red Cross Volunteer of the Year.

RELEVANT EXPERIENCE

Sr. Director of Preparedness, Resiliency, and Emergency Management, Tidal Basin Government Consulting, LLC, February 2021 – Present

Specific Projects:

Log Section Chief, FLDS, Hurricane Ian, Ft. Myers, FL October 2022-present

- + Currently managing two programs in support of Florida Digital Services in providing SpaceX Starlink satellite internet to affected areas from Ian.
- + Managing one team of seven and one team of 25 across the SW Florida region.

Deputy Project Manager, JIT Adjudication Event, Denton, TX October 2021

- + Part of a team credentialing FEMA inspectors for deployment to multiple disasters.
- + Inspector candidates were recruited, screened, vetted, travelled to TX, screened for COVID, transported to FEMA facility for badging, completed training and returned home to await deployment or deployed directly to a disaster location. Well over 1,000 inspectors badged in 30 days.

Director, Florida Vaccine Operations February 2021 – July 2021

- + Managed a statewide team of seven regional managers, a training lead, and one full-time admin support staff.
- + On the field operations team, there were approximately 150 individual case managers who worked at PODs throughout the state and reported to the regional managers.
- + Interacted with and provided support to partners at the state and county level to reinforce and improve POD operations within the scope of Tidal Basin's mission.

American Red Cross, August 2011 – January 2021

Regional Disaster Officer, South Florida Region August 2018 – January 2021

- + Responsible for workforce of 16 paid FTEs and 1500+ Volunteers.
- + Member of Divisional Response Management Team, Southeast and Caribbean Division, 2018 - 2021

Regional Senior Disaster Program Manager, South Florida Region August 2014 – August 2018

Regional Mass Care Manager, South Florida Region December 2013 – August 2014

Disaster Services Manager, Okeechobee County August 2011 – December 2013

- + Regional COVID-19 Response, South Florida March 2020 to February 2021
- + District Director, TS Eta, November 2020
- + AD Operations, Hurricane Delta, Mobile AL, October 2020
- + Itinerate Deputy AD Operations, Hurricane Laura, Lake Charles, LA, August 2020
- + Director, Martin County Flooding, South Florida, June 2020
- + Director, Naples Wildfire, May 2020
- + Director, Miami-Dade Flooding, May 2020
- + Director, Homestead MFF, South Florida, February 2020
- + Director, Hurricane Dorian Response for The Bahamas, September 2019
- + District Director, South Florida, Hurricane Dorian, September 2019
- + AD Operations, Hurricane Michael, November 2018 (2 deployments)
- + Director, Parkland Shooting, South Florida, February 2018
- + District Director, South Florida, Hurricane Irma, September, October 2017
- + District Director, South Florida Flooding August 2017
- + Mass Care Lead, Hurricane Matthew, Savannah GA, October 2016
- + District Operations Lead, Hurricane Matthew, South Florida, October 2016
- + District Director Shreveport, LA, NWLA Flooding, March 2016
- + Deputy District Director, South Florida, TS Erika, August 2015
- + Led regional feeding plan integration, South Florida 2014

- + Ad Operations, South Florida, TS Chantal, July 2013
- + Mass Care Lead, TS Andrea, June 2013
- + Managed 2 Kitchen sites and demobilization of mobile kitchens for transition to catering operation, Super-Storm Sandy in 2012
- + County Service Delivery Site Director, TS Isaac – 2012
- + County Service Delivery Site Director, Hurricane Irene, August 2011
- + Okeechobee Service Delivery Coordinator (volunteer), H1N1 Pandemic Response, June 2009

General Manager, MinuteMan Press-Kissimmee, October 2010 – August 2011

- + Responsible for operation of the small printing business including sales, customer service, purchasing, scheduling, resolving customer complaints, developing new business, product lines, etc.
- + Revenue up over 30% from previous year in same period.
- + Customer complaints reduced by 48%.

Owner/President, Florida Floors & More, Inc., June 2004 – October 2010

- + Responsible for operation of the business including sales, customer service, purchasing, scheduling, resolving customer complaints, developing new business, product lines, etc.
- + Took business from \$250,000 in revenue and one employee to \$1 million and ten employees in two years.
- + Expanded to a new building and new showroom which included several new product lines.

Director of PrePress and Press Operations, The Flyer, June 2000 – June 2004

- + Responsible for PrePress, Camera, Didde Printing, Press, and Warehouse departments of a weekly shopper including staffing, training, budgeting, capital justification, financial forecasts, equipment purchases, safety, environmental compliance, production, mechanical and electrical maintenance of equipment and facility, customer service, quality, inventory control, janitorial, etc.
- + In charge of \$1 million equipment expansion in 2001 to print process color in weekly books and various print and deliver products; this resulted in the addition of millions of dollars of additional revenue.
- + Headed up the Safety Committee for the entire facility, raising safety awareness and reducing accidents.
- + Developed several quality initiatives resulting in improved quality and reduced customer complaints.

Gannett Co., Inc., November 1986 – June 2000

Gannett is one of the largest media companies in the world with hundreds of properties across the US as well as worldwide. From November 1986 until June 2000, Mr. Parker worked his way up in Operations from a Distribution Manager to a Corporate Executive. In 13 years, he worked in six different locations as a senior manager and executive. Some of his responsibilities and accomplishments included:

- + Analyzed and approved Capital projects for Corporate Newspaper Operations Department.

- + Participated in Corporate Color Quality Initiative.
- + Participated in and presided over multiple Safety Committees.
- + Participated in initial Corporate Diversity program.
- + Several times selected as Employee of the Month.
- + While Director of Operations at the Gannett location in Guam, led operations through 12 named storms, 2 earthquakes of note and 1 tsunami warning without missing a publication.

Kenneth R Craig, PE

SENIOR ENGINEER

EDUCATION

- ME, Coastal and Oceanographic Engineering, University of Florida
- BS, Civil Engineering, University of Florida

AREAS OF EXPERTISE

- Coastal Engineering
- Dredging and Navigation
- Regulatory Agency Coordination
- Grant Funding Support
- FEMA Disaster Support
- Beach Nourishment
- Inlet Management

CERTIFICATIONS

- State of Florida, Professional Engineer
- State of Alabama, Professional Engineer
- State of Louisiana, Professional Engineer

PROFESSIONAL HISTORY

Taylor Engineering

Senior Vice President, Dredging and Navigation
2004-Present
1995-2002

PROFILE

As senior vice president, Mr. Craig coordinates the company's dredging and navigation service group. He possesses a unique, experience-based skill set that spans a broad range of coastal zone issues. Mr. Craig provides managerial oversight on many of the company's largest clients and contracts. He has gained extensive practical experience through design of dredging projects in varied environments including rivers, estuaries, inlets, and offshore borrow sites. Project goals have included restoration of navigable depths in channels, environmental restoration of degraded environments, sediment bypassing in and around inlets, and borrow sources for shore protection projects. He frequently acts as liaison to local, state, and federal agencies regarding project-related issues such as design, permitting, and funding options.

RELEVANT EXPERIENCE

Project Manager, Summer Haven FEMA Berm Construction Engineering Inspection, St. Johns County, FL, 2021 - Present

Project manager for CEI services to St. Johns County during construction of the Summer Haven FEMA berm. The borrow source for the berm is the Summer Haven River south section.

- + Ecosystem Restoration
- + Construction Observation
- + Beach Nourishment

Principal In Charge/Lead Engineer, Coastal Engineering Services, Flagler County, FL, 2016 - 2019

Mr. Craig served as Principal in charge and lead engineer for post-Hurricane Matthew recovery. He was responsible for seawall design, CCCL and DOA permitting.

- + Construction Documents
- + Beach Modeling
- + Sand Source Investigations
- + Coastal Processes Analysis

- + Beach Nourishment
- + Environmental Feasibility Studies
- + Design And Concept Studies
- + Bid Development
- + Environmental Permitting
- + Cost Estimating
- + Shoreline Stabilization
- + Plan Development and Implementation

Engineer of Record, Bahia Urbana, San Juan Waterfront Redevelopment, Puerto Rico, 2010 - 2013

The marine components of this redevelopment project included revitalized, retrofitted, and/or replaced aging and failing deep-water port infrastructure to support new mixed-use development including cruise passenger tourist attractions and commercial, residential, and civic developments.

- + Site Development
- + Concept Design and Studies
- + Environmental Impact Assessment
- + Coastal And Marine Structures
- + Docks And Marinas

Senior Engineer, Emergency Dune Restoration 2008 Physical Monitoring, Volusia County, FL 2008 - 2009

In response to the hurricane and winter storms of 2004 and 2005, the New Smyrna Beach Emergency Dune Restoration project began in earnest in January 2006 with a nourishment of dunes along a 5.2-mile section of New Smyrna Beach in Volusia County, Florida. In keeping with permitting regulations, Taylor Engineering was to monitor the beach's response to the nourishment over a 24-month post-construction period.

- + Coastal Processes Analysis
- + Environmental Monitoring
- + Beach Nourishment
- + Beach Modeling

Senior Engineer, Martin County FEMA Assistance, Martin County, FL, 2004 - 2007

Mr. Craig designed a dune reconstruction project to provide emergency storm protection following Hurricanes Francis and Jeanne. Assisted the county with design and costs issues associated with FEMA-approved projects. Coordinated with federal, state, and local governments.

- + Coastal Processes Analysis
- + Shoreline Stabilization
- + Construction Documentation

Jacob Burkey, PE, CSPR ENGINEER

EDUCATION

- M., Biosystems Engineering, Clemson University
- BS, Biosystems Engineering, Clemson University

AREAS OF EXPERTISE

- Watershed
- H&H Studies
- Water Quality
- Sedimentology
- Environmental Assessment

CERTIFICATIONS & TRAINING

- State of Florida, Professional Engineer
- State of South Carolina, Professional Engineer
- Certified Stormwater Plan Reviewer

PROFILE

Jacob is a Project Engineer at Woolpert with extensive engineering design experience that includes water quality monitoring and modeling, flow monitoring and measurement in both freshwater and tidal systems, erosion prevention and sediment control BMPs, post-construction water quality BMPs including green infrastructure and low impact development, creation of technical specifications and design manuals, and review of design plans. Jacob has experience with software including AutoCAD, IDEAL, KOR-EXO, Sontek, LoggerNet, Teledyne ISCO, SDI-12, Win TR-55, HEC tools, and Microsoft Office Applications. He is proficient with analysis of water quality elements and assessment of the content and impact of environmental contaminants/pollutants. He combines technical expertise with hands-on field experience and a background in academic research.

RELEVANT EXPERIENCE

Project Engineer, Snee Farm Watershed Assessment, Town of Mount Pleasant, SC, 2019

Project Engineer for a comprehensive coastal watershed assessment, design, and construction project to identify and implement specific storm drainage system repair needs/recommendations to alleviate existing flooding/saltwater intrusion and structural BMPs to improve surface water quality. The work focused on the evaluation and potential use of green infrastructure solutions. Jacob also supports the Town's TMDL compliance and water quality monitoring efforts.

Project Engineer, Stormwater System Inventory, Berkeley County, SC, Ongoing

Team Member involved in the stormwater system inventory work performed for this Coastal County. This inventory provided a tool for hydraulic analysis and flood prevention, a way to prioritize preventative maintenance or replacement efforts, a tool for infrastructure master planning, and a way to track and prevent any pollutants from a spill from reaching a local waterbody. GPS receivers were used to inventory stormwater system features in the pilot area following real-time differential survey techniques.

Woolpert used equipment and techniques to horizontally position the features to the selected accuracy at a 95% confidence level.

Project Engineer, Monitoring Program Development, City of Palm Coast, Florida, Ongoing

Project Engineer working as continuous monitoring and water quality subject matter expert to assess historical FDEP and St. Johns River WMD monitoring data and provide innovative ideas to develop and implement a municipal monitoring program for the City of Palm Coast. Woolpert developed a citywide monitoring strategy, a watershed prioritization matrix, installation and maintenance of pilot continuous water quality stations, and creation of interactive web dashboards.

Nicole McClain, EI

JUNIOR ENGINEER

EDUCATION

- M.S., Ocean Engineering, Florida Institute of Technology
- B.S., Ocean Engineering, Florida Institute of Technology

AREAS OF EXPERTISE

- Data Collection
- Coastal Condition Analysis
- Inlet Management
- Modeling
- Beach Nourishment

CERTIFICATIONS & TRAINING

- Engineer-In-Training

PROFESSIONAL HISTORY

Taylor Engineering
Staff Coastal Engineer
2021 - Present

PROFILE

Ms. McClain joined Taylor Engineering in August 2021 and provides support for a variety of coastal engineering projects. Her main focuses include data collection and analyses for coastal condition characterizations, inlet management modeling projects, beach nourishment monitoring, and riverine and coastal transition zone modeling projects.

RELEVANT EXPERIENCE

Junior Engineer, Coastal Engineering Support Services, Okaloosa County, FL, 2022 - Present

Junior engineer supporting Okaloosa County with coastal engineering and environmental consultant services in support of current and future coastal engineering projects and matters. Work will generally be performed at the request of County staff and leadership.

- + Environmental Permitting
- + Coastal Processes Analysis
- + Cost Estimating
- + Shoreline Stabilization
- + Ecosystem Restoration
- + Survey
- + Beach Modeling
- + Construction Documents
- + Beach Nourishment
- + Coastal and Marine Structures

Junior Engineer, Flood Studies, Region 2, TX, Texas General Land Office, 2021 - Present

Ms. McClain performs HEC-RAS 1D/2D unsteady flow simulations and supports the analysis of regional flooding in Texas due to a combination of scenarios, including sea-level rise, precipitation, and storm surge.

- + Hydrologic Modeling
- + Hydrodynamic Modeling, 1-D, 2-D, 3-D

Junior Engineer, 2022 Fort Pierce Beach Monitoring, St. Lucie County, FL, 2022

Ms. McClain assists in physical monitoring efforts for post-construction monitoring of the Fort Pierce Shore Protection Project. Responsibilities include beach and borrow area bathymetric and topographic data analyses, analysis of beach fill performance, and report and figure preparation.

- + Beach Nourishment
- + Coastal Processes Analysis

Junior Engineer, 2022 Volusia County Beach and Inlet Monitoring, Volusia County, FL, 2022

Ms. McClain assists in physical monitoring efforts for Volusia County's beaches and inlet. Responsibilities include collecting beach photographs at multiple R-monument locations to compare with photos from the previous year.

- + Beach Nourishment
- + Coastal Processes Analysis

Junior Engineer, 2022 Pre-Storm Beach Monitoring, Okaloosa County, FL, 2022

Junior engineer supporting the collecting of topographic and bathymetric profile data, physical monitoring data processing, data analysis, and reporting for the Western Destin Beach Restoration Project and East Destin monitoring areas.

- + Beach Nourishment
- + Coastal Processes Analysis

Junior Engineer, 2021 Interim Beach Profiles, Volusia County, FL, 2021 - 2022

Junior engineer in support of an interim beach profile survey of the Volusia County shoreline. Services include a final report documenting the results of the data collection and our analysis of general beach morphology trends.

- + Beach Nourishment
- + Inlet Process Analysis
- + Coastal Processes Analysis

Tina Hauk

EHP SPECIALIST

EDUCATION

- University: New Mexico State University, Las Cruces, NM 88001, Double Degree: BA, Anthropology; Bachelor of Business Administration and Economics in Human Resource Management – with Honors
- Graduate Studies in Anthropology
- API – Introduction to Claims

AREAS OF EXPERTISE

- Environmental Review
- HUD Programs: HOME; CDBG; CDBG-DR
- Contract Management
- Archaeological Experience

CERTIFICATIONS & TRAINING

- Chairman of the Board, Capitol Area Alliance for the Homeless, 2008, 2009
- Certified HOME Specialist: Regulations 2007
- Environmental Review Training, 2003, 2005, 2007
- New Mexico Real Estate Associate Brokers License, 2004
- HOME Training 2002, 2003, 2004, and 2005 – CDBG Training 2005 and 2006
- Advanced Toastmaster-Bronze – Toastmaster Competent Leader Designation

PROFILE

Ms. Hauk has over 30 years of Environmental Review experience, inclusive of ensuring compliance with NEPA and Section 106 of NHPA. She has experience in training and technical assistance, HUD programs including HOME, CDBG and CDBG-DR, and contract and grant management. She has additional experience with HOPWA, HUD Environmental Review, Davis Beacon and the Related Acts, URA, DOE WAP, HUD Consolidation Plan, Action Plan, and CAPER. Ms. Hauk has provided archaeological experience in New Mexico, West Texas, and Eastern Arizona, specializing in historic architecture, debris field identification and analysis and historic artifact analysis. She has consistently demonstrated her ability to structure and restructure work groups to maximize productivity and reduce turnover, while providing support to her teams.

RELEVANT EXPERIENCE

Grants Management Specialist, Innovative Emergency Management, November 2021 – April 2022

- + Provided critical analysis of applications for funding for the Nevada American Rescue Plan Act (ARPA) allocation applications.
- + Provided eligibility analysis for applications to the Nevada ARPA allocation.
- + Conducted research on other funding sources for the State of Nevada other than ARPA.
- + Wrote progress reports on work performed including analysis of prior events for the Nevada State Governor's Office.
- + Assisted team members with assignments when needed.

Project Manager, Tidal Basin Government Consulting, December 2019 – November 2021

Valley Children's Hospital

- + Provided technical expertise on FEMA PA process as it relates to the COVID-19 Pandemic Disaster in California.

- + Input and monitored projects into FEMA Grants Manager.
- + Provided technical expertise on eligibility of labor, equipment, and materials for client.
- + Responded and provided recommendations to client on responses to RFI's in Grants Manager.

State of Illinois

- + Provided technical expertise on FEMA PA process and application as it relates to the COVID-19 Pandemic Disaster.
- + Provided support for FEMA reports on COVID-19 vaccinations, dollars spent, location of vaccination sites, steps needed for improvement in the distribution of the vaccine.
- + Made recommendations

Norman Public Schools

- + Provided technical expertise on FEMA PA process and application as it relates to the COVID-19 Pandemic Disaster for Schools (K-12).
- + Monitored projects in Grants Manager on behalf of client.
- + Made recommendations for different funding sources (ARPA, CARES, and FEMA PA) based on eligibility of specific costs.
- + Assisted with client damage claim through FEMA PA process (reviewed application, eligibility review, etc.)

City of Gulf Breeze

- + Provided technical expertise on FEMA PA process for damage sustained during Hurricane Sally.
- + Provided technical expertise on FEMA environmental eligibility and NEPA process for Hurricane Sally damage.
- + Provided eligibility review of damage assessments, participated in FEMA weekly calls and Grants Management issues.

Environmental Historic Preservation (EHP) Lead, Tidal Basin Caribe, December 2019 – Present EHP Lead on Hurricane Maria and 2019 Earthquakes in Puerto Rico

- + Provided technical expertise on FEMA environmental requirements to Puerto Rico Electric Power Authority (PREPA) on environmental issues stemming from Hurricane Maria and the 2019 earthquakes.
- + Advised and assisted client with NEPA process for emergency projects, FEMA 404 and 428 projects
- + Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act.
- + Assisted client with required consultations with Corps of Engineers and in completing permits.
- + Served as liaison between client and federal entities involved with EHP (FEMA, SHPO, USFWS, COE,

etc.).

- + Site visits as needed to explain EHP concerns and steps forward.

Principal, Powell Consulting, December 2017 – December 2019

Environmental Review Subject Matter Expert (through Hagerty Consulting)

- + Consulted with Hagerty upper management and Santa Rosa County officials on HUD Part 58 Environmental Review process.
- + Compared California Environmental Review process with HUD Part 58 for similarities and differences, made recommendations on how and where to save time on process.
- + Drafted memo for Hagerty upper management on recommendations.

FEMA Public Assistance (PA) Technical Writer (through Hagerty Consulting)

- + Public Assistance Correspondence writer for FEMA Hurricanes Irma and Maria in the US Virgin Islands.
- + Developed and created technical documents (i.e., process, procedure, memos, talking points, letters) for Field Command Officer to use for legislative inquiries, stakeholder audiences, and internal management and staff.
- + Provided technical assistance for PA Admin staff as needed.

FEMA Subject Matter Expert (through Hagerty Consulting)

- + Environmental Specialist and Historic Preservation Specialist specialized knowledge used to create documents for FEMA.

Environmental Review Expert for City of Longmont, Colorado (through Hagerty Consulting)

- + Reviewed all environmental review special studies documents for submission to the State of Colorado for clearance and release of funds.
- + Analyzed data in special studies (biology, floodplain, waterway, infrastructure engineering, archaeological etc.) as they relate to CDBG-DR projects.
- + Conducted site visits to affected areas as needed to gather information and complete reviews.
- + Provided support for City of Longmont staff during environmental review process to obtain release of funds from the State of Colorado.
- + Reviewed documents to ensure compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.

CDBG Compliance Specialist and Grant Manager, Office of Community Development, Disaster Recovery Unit, February 2011 – December 2021

- + Lead Compliance Specialist for CDBG Programs for Hurricanes Katrina/Rita, Gustav/Ike, Isaac and the

great flood of 2016.

- + Coordinate review teams for monitoring visits.
- + Wrote monitoring letters and non-compliance letters.
- + Provided technical assistance on programs, guidelines and regulations as needed by grantees.
- + Approved and reviewed invoices for programs listed above.
- + Reviewed contracts and Cooperative Endeavor Agreements for compliance with state, federal and program rules and regulations, specifically disaster related regulations.
- + Provided input on compliance policy as needed by Director of Compliance, Monitoring and Audit.
- + Reviewed and process Part 58 environmental reviews for Hurricanes Katrina/Rita, Gustav/Ike, Isaac and the great flood of 2016.
- + Project/Grant Manager for three programs: Department of Agriculture, Tourism, and Board of Regents.
- + Provided technical assistance on programs, guidelines and regulations as needed by grantees.
- + Close out of three programs, Department of Agriculture, Tourism and Board of Regents.
- + Coordinated review teams for monitoring visits.

Director of Programs, Louisiana Housing Finance Agency, April 2007 – February 2011

- + Oversight of 3 departments: HOME, Compliance and Energy Assistance.
- + Developed, maintained and grew relationships with federal and state funders: HUD, DOE, DHHS, etc.
- + Developed and oversaw annual budget in excess of \$2,000,000.
- + Generated \$38,000,000 in program funds.
- + Advised President on improvements to National Housing Policy, specifically in disaster areas.
- + Supervised staff of 30, including 3 managers and 2 supervisors.
- + Eliminated staff turn-over.
- + Oversaw the training and development of nationally certified experts in housing.
- + Reduced backlog of projects by 33%.
- + Reduced processing time for environmental reviews from 2.5 years to 6 weeks.
- + Implemented and conducted quarterly focus group meetings with constituents.
- + Developed and implemented organization wide documentation of processes and procedures
- + Improved overall organizational efficiency by 33%.
- + Conducted training as needed.

Field Environmental Review Officer (New Mexico and Louisiana), U.S. Department of Housing and Urban Development, October 2006 – April 2007

- + Established Environmental Review Office in New Orleans Post-Katrina.
- + Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.
- + Liaison between state and local housing officials and national housing officials.
- + Represented Agency in environmental issues related to both New Mexico and Louisiana.
- + Coordinated Agency rebuilding efforts between national disaster recovery and environmental housing issues.
- + Interfaced with federal, state and local leaders on housing issues (EPA, DOE, COE, FEMA, ACHP, etc.).
- + Implemented national environmental housing policy.
- + Provided training and technical assistance to federal, state and local housing providers on environmental law and policy, including HUD staff.
- + Provided expert feedback on compliance of state environmental housing policy with federal environmental policy.
- + Provided expert comments on Environmental Impact Statements for agency.
- + Conducted and performed environmental reviews.
- + Monitored HUD funded agencies for compliance with environmental law and HUD policy.

State Environmental Review Officer/Program Specialist (including Grant Management), New Mexico Mortgage Finance Authority, April 2002 – October 2006

- + Represented the state housing finance agency in all matters (including federal court) regarding environmental review requirements under 24 CFR Part 58.
- + Redesigned and implemented environmental review procedures and policies for State of New Mexico housing programs, including HOME, CDBG, Risk Share, etc.
- + Served on implementation committee for State CDBG (administered by Department of Finance and Administration) Environmental Review Procedures.
- + Ensured compliance with NEPA, Wetlands Protection Act, National Historic Protection Act, sole source aquifers, Safe Water Drinking Act, Coastal Zone Management Act, Coastal Barrier Resources Act, Floodplain Management and the US Water Resources Council Guidelines, Endangered Species Act, Fish and Wildlife Coordination Act, Solid Waste Disposal Act, Federal Water Pollution Control Act, Farmland Protection Policy Act, and HUD regulations (24 CFR Part 51) relating to noise.
- + Routinely reviewed Phase 1 site assessments for compliance with federal and state requirements.
- + Routinely reviewed noise assessments for federal and state compliance.

- + Developed and designed Environmental Review web page.
- + Trained sub-grantee and MFA support staff in Environmental procedures.
- + Trained compliance staff in monitoring requirements for environmental review standards on HOME, CDBG, and Risk Share.
- + Conducted more than 100 trainings, public hearings, and presentations to a variety of audiences from Legislators, Executive Directors, Support Staff and general public.
- + Oversaw and administered housing programs for HUD, USDA, and DOE.
- + Developed and implemented policies concerning procurement for services via request for proposals and request for qualifications.
- + Managed DOE Weatherization Assistance Program.
- + Grew State Weatherization Assistance Program from \$1.7 million to \$4.2 million in two years.
- + Monitored housing programs for compliance with Federal, State, and Programmatic rules.
- + Applied for and was awarded 90% of grant applications, grossing upwards of an additional \$10,000,000 in additional housing dollars for the state of New Mexico.
- + Developed and grew relationships with various stakeholders including federal and state regulators, non-profit organizations, and general public.
- + Developed and implemented policies and procedures for contract administration, training and technical assistance, and programmatic evaluations.
- + Project manager for the development of the State of New Mexico 2006-2010 HUD Consolidated Plan.
- + Wrote State of New Mexico HUD Action Plans, 2004, 2005, 2006, 2007 and currently 2008.
- + Advised MFA and State officials on federal and state requirements related to programmatic implications for implementation.

Keith A. Knight, PE COST ESTIMATOR

EDUCATION

- BS, Civil Engineering,
University of Florida

AREAS OF EXPERTISE

- Marine Structures
Engineering
- Civil Engineering
- Construction Administration
and Inspection
- Final Plans and Specifications
Development

CERTIFICATIONS & TRAINING

- Professional Engineer – FL,
GA, SC, TX, MA
- Federal Highway
Administration—80-Hour
BITM 90 (Safety Inspection of
In-Service Bridges)
- Transportation Worker
Identification Credential

PROFESSIONAL HISTORY

Taylor Engineering

Senior Waterfront Engineer

2007 - Present

1997 - 2004

Collins Engineers Inc.

2005 - 2007

MRD Associates

2004 - 2005

PROFILE

Mr. Knight has over 25 years of experience in the design and construction of marine facilities and waterfront structures. His design experience includes ship terminals and port structures, waterfront parks, marinas, jetties, shoreline protection systems, dredging and dredged material management facilities, pedestrian bridges, vehicular bridges, and drainage control structures. His construction inspection experience includes port structures, dry docks, marinas, bridges, bulk material handling systems, dredged material management sites, shoreline protection systems, and seawall inspections, among others.

RELEVANT EXPERIENCE

Senior Engineer, Waterfront Facilities Inspections, U.S. Coast Guard, Various Locations, U.S., 2017 - 2021

Senior engineer providing project coordination, structural inspection, and cost estimating to develop repair recommendations for waterfront infrastructure at several USCG facilities. Work included review of inspection data, structural modeling, determination of berthing forces, and load rating of current structure.

- + Coastal and Marine Structures

Senior Engineer, Belle Terre Parkway Retaining Wall and Pedestrian Path, Palm Coast, FL, 2018- 2019

Structural Engineering design and permitting to replace a deteriorating boardwalk with an on-grade pedestrian path supported by a vinyl sheet pile retaining wall.

- + Structural Services
- + Coastal and Marine Structures
- + Concept Design and Studies
- + Environmental Permitting

Senior Engineer, Seawall Engineering Design, Serenata Condominiums, Ponte Vedra Beach, FL 2017 - 2018

Design of steel sheet pile seawall with soil anchor tie-back system to protect multi-story condominiums. Work includes construction drawings and specifications.

- + Concept Design and Studies
- + Construction Documents
- + Coastal and Marine Structures
- + Beach Modeling
- + Coastal Processes Analysis

Project Manager/Senior Engineer, G-58 Structure Rehabilitation, South Florida Water Management District, Dade County, FL, 2014 - 2016

Project manager/senior engineer on the structural design of a headwall upstream of the existing G-58 structure headwall at Arch Creek in North Miami. The existing concrete headwall had four large culvert pipes with automated gates that control salinity and stormwater flow through Arch Creek. Structural deterioration required refurbishment of the culverts and replacement of the headwall structure.

- + Structural Services
- + Flood Control

Senior Engineer, FPL Seawall, Florida Power & Light, St. Lucie County, FL 2012 - 2014

Structural design of steel sheet pile seawall to protect oceanfront facilities at FPL's nuclear power plant. Project included seawall design accommodating hurricane-induced scour with wall penetration of a 12-foot diameter buried discharge pipe and analysis of different seawall material types.

- + Construction Observation
- + Coastal and Marine Structures

Senior Engineer, Bahia Urbana, San Juan Waterfront Redevelopment, Puerto Rico, 2010 - 2013

Marine components of this redevelopment project included revitalized, retrofitted, and/or replaced aging and failing deep-water port infrastructure to support new mixed-use development including cruise passenger tourist attractions and commercial, residential, and civic developments.

- | | |
|---------------------------------|-----------------------------------|
| + Docks and Marinas | + Site Development |
| + Coastal and Marine Structures | + Environmental Impact Assessment |
| + Concept Design and Studies | |

Senior Engineer, Waterfront Commons Palm Beach County, FL, 2005 - 2009

Structural design of fixed concrete piers for the addition of approximately 1,200 linear feet of dock in the City of West Palm Beach. Work included design of pre-stressed concrete piles, concrete caps, connection to the existing bulkhead, and review of contractor's structural submittals during construction.

- + Concept Design and Studies
- + Construction Observation
- + Environmental Permitting

John McEwen, Ph.D., GISP

GIS SPECIALIST

EDUCATION

- PhD, Geography and Anthropology, Louisiana State University
- MS, Geography, Florida State University
- BS, Geography, Jacksonville University

AREAS OF EXPERTISE

- Alternate Projects
- Closeout
- Disaster Planning
- EOC Experience
- FEMA Public Assistance

CERTIFICATIONS/REGISTRATIONS

- Geographic Information Systems Professional – GISCI Cert. No.: 91835, 2016
- 40-hour OSHA HAZWOPER
- Current SSBI for TS/SCI & Transportation Worker Identification Credential
- Geospatial Information and Services (GI&S) Officer–NOBC 2310
- GICS-922: Applications of GIS for Emergency Management IS-103: Geospatial Information System Specialist
- IS-1160: Damage Assessment Operations Training
- ICS-400: Advanced Incident Command System
- FEMA EMI Professional Development Series

PROFILE

Mr. McEwen is a proven geospatial technology and data manager in science/ engineering or disaster management/recovery projects. He is experienced working in fast-paced fluid environments or planning and training for the next project to innovate and implement new techniques and technologies. Mr. McEwen is comfortable working under self-direction in an office or working on a large team with a range of personalities and skillsets in the field. Integrating geospatial technology with other data collection, management, and dissemination platforms from data servers to drones has been the key to his success.

RELEVANT EXPERIENCE

Tidal Basin Government Consulting, Geographic Information Systems Manager, 2021 – Present

- + Providing GIS mapping for Jefferson County, TX, FMA project
- + Providing driving time analysis for applicants living 30, 45, and 50 miles from service points for Tidal Basin Florida ERAP Program.

EPA Region V START, GIS Specialist

Mr. McEwen primarily supported the EPA Region V START project including web mapping, field data collection, data management, and cartographic products. His responsibilities included wildfire debris cleanup project analyst for technical support, spatial analysis, map figures, and GIS web and mobile applications. He supported multiple aspects of the project including biological and cultural resources monitoring, sampling data and planning, site assessments, GIS team coordination, and GIS data management.

The City of Baton Rouge, Senior GIS Analyst

Mr. McEwen developed ArcGIS Online applications for desktop and remote data collection and editing, and operations dashboards for non-GIS users. Responded to requests for information, and developed new projects based on the needs of the various city departments. His work included imagery

analysis, spatial analysis of traffic incidents and road closures, watershed analysis, land use/land cover analysis, and cartography.

159th Civil Engineering Squadron, Louisiana Air National Guard, Engineering Assistant / Regional Operations Manager

Mr. McEwen's responsibilities included GIS data management, creating GIS web applications, and Emergency Operations Center GIS support. He was also the Regional Operations Manager for the Task Force Vaccine, Louisiana Office of Public Health; NCOIC for 40 Soldiers, and a 12-person vaccination team leader working with the regional Office of Public Health for site scheduling for vaccine and testing events, managed vehicles and medical equipment, data.

Multiple Grant Writing and Hazard Mitigation Programs, Mapping Support

Mr. McEwen provided mapping support for hazard mitigation and Public Assistance grant writing including managing GIS databases and publishing web mapping applications.

Multiple Projects, Multiple Roles

Mr. McEwen developed and managed web-based GIS applications in ArcGIS Online, customized solutions for data collection, site inspections, and field audits with ArcGIS and various mobile data collection platforms in addition to leveraging peripheral hardware. Managed enterprise GIS SQL databases and ArcServer for project research, data development & analysis, and data presentations. Significant project service includes:

- + Deputy Project Manager and Technology & Data lead for several municipal utility inventory programs.
- + Lead sUAV operator for APTIM Emergency Home Repair Virgin Islands (EHRVI).
- + Data Management & Technology Lead for Sheltering and Temporary Essential Power (STEP) Program to a subcontractor in Puerto Rico.
- + Lead sUAV pilot for aerial orthoimagery collection in Puerto Rico.
- + GIS Technology and Data Manager Lead for post-Hurricane Maria field assessments of damaged state-owned property and assets across Puerto Rico.

United States Navy, Warfare Qualified Intelligence Officer / Training Officer

Mr. McEwen was a Warfare Qualified Intelligence Officer last assigned to Naval Oceanographic Intelligence Unit 0182 with the Naval Oceanographic Office. Provided all-source intelligence production support to the warfighter for Non-combatant Evacuation Operations in riverine and littoral environments. He was previously assigned as the division officer for Full Spectrum Geospatial-Intelligence leading synthetic aperture radar (SAR) and two-color multi-view (2CMV) imagery analysis. His collateral duties included Assistant Administrative Officer, Medical Readiness Officer, and Urinalysis Testing Coordinator. Mr. McEwen was also a Training Officer for the Maritime Expeditionary Security Squadron TEN. He coordinated training planning, implementation, and assessment of Master Scenario Event Lists for field training exercises for command and control, harbor defense, shoreside security, and coordination support in support of Anti-Terrorism/Force Protection of high-value assets and strategic locations.

Christine Copeland

ADMINISTRATIVE ASSISTANT

EDUCATION

- Richland Community College - Decatur, IL - 1990 to 1992

AREAS OF EXPERTISE

- Organizational skills
- Customer service
- Records management
- Scheduling
- Data Collection
- Applied Behavior Analysis
- Case Management
- Data entry (10+ years)
- Communication skills
- Management
- Google Suite

LICENSES/CERTIFICATIONS

- RBT Certification, May 2020 to May 2022
- CPR Certification, January 2022 to January 2024
- First Aid Certification, January 2022 to January 2024

PROFESSIONAL HISTORY

Stepping Stone Kids Therapy
Assistant Clinic Manager
August 2022 to Present

Registered Behavior Technician (RBT)

ABA Results
January 2020 to Present

PROFILE

Ms. Copeland is an Administrative Assistant with 18 years of experience managing administrative tasks in the corporate security, service and brokerage industries. She is outgoing and proactive, utilizing her strong organizational and multi-tasking skills to seamlessly manage office tasks, including data entry, record keeping, multi-line phones, scheduling, meeting planning, mail, and office upkeep. She has experience supporting offices containing 5 to 20 employees.

RELEVANT EXPERIENCE

Town of Fort Myers Beach, Florida

Ms. Copeland is currently serving the Town in an administrative role, taking on various duties, including managing office tasks, data entry, and record keeping.

Assistant Clinic Manager - Stepping Stone Kids Therapy - Cape Coral, FL

- + Scheduling therapists, insurance approvals, purchasing, point of contact for parental questions, managing the clinic.

Registered Behavior Technician (RBT) - ABA Results - Fort Myers, FL

- + Implement a variety of applied Behavior Analysis methods following the Behavior Intervention Plan, using Premack Principle, chaining, discrete trial training, differential reinforcement, naturalistic environmental training, and extinction.
- + Observe and record client behavior, responses, and daily session summaries in Central Reach, 1 on 1 and group therapy sessions in center environment, mentoring at school, and in-home settings.
- + Communicate confidentially and professionally with parents, BCBAs, RBTs and teachers

Teacher, Miss Kellie's Childcare - Cape Coral, FL November 2018-January 2020

- + Consulted with parents to build and maintain positive

support networks and support continuing education strategies

- + Applied play-based strategies, including sign language, crafts and games, to provide diverse approaches to learning
- + Promoted physical, academic and social development by implementing diverse classroom and outside activities

Administrative Assistant -Useppa Island Club - Bokeelia, FL - October 2015 -March 2018

- + Supported the Service department by maintaining all files for homeowners
- + Scheduled, coordinated and dispatched work orders/appointments and invoices for Service Department Oversight appointment scheduling/ typing proposals for both homeowners and personnel
- + Coordinated weekly run for all island supplies - tracked supply inventory Sent, received, and organized mail, packages, and special deliveries Performed billing and reporting functions
- + Maintain service contracts (i.e., pest control, propane, construction, fire suppression) and Inventory of service parts

Administrative/Broker/Marketing Assistant -American Business Brokers - Fort Myers, FL February 2015-October 2015

- + Kept contacts organized with ACT system to maintain readiness for future mailings and email blasts Created presentation packages for prospective buyers
- + Added listings to the MLS system Assisted brokers and agents with projects
- + Transcription/Front desk

Administrative Assistant, Archer Daniels Midland - Decatur, IL December 2000-February 2012

- + Performed background checks and backup duties for executive assistant
- + Kept meticulous manual and electronic records for corporate investigators using iTrak system software Evidence inventory and tracking
- + Organized and updated schedules for more than 8 corporate investigators
- + Transcribed and prepared reports, memos, and letters for corporate vice president and corporate investigators
- + Managed complex and frequently changing travel arrangements and coordinated pre-planning of trips Conduct research, compile data, and prepare reports for presentation to president

Developmental Instructor, A Step Forward - Decatur, IL March 1993-December 2000

- + Hired, trained, and evaluated personnel
- + Planned and prepared work schedules and assign employees to specific duties
- + Trained workers in proper operational procedures and functions and explain company policies
- + Collaborated with staff members to plan or develop programs of events and schedules of activities

Section 2. Approach

Project Formulation

The Tidal Basin team has the unique advantage of having supported disaster recovery operations from virtually every type of declared event, including hurricanes, typhoons, tornadoes, floods, fires, earthquakes, volcanic eruptions, terrorism, and pandemics. Tidal Basin will use our decades of experience managing complex events to support the Town of Fort Myers Beach's unique disaster recovery needs. Our team will work with the Town, FEMA and FDEM and implement a process for managing disaster recovery from project inception to closeout including the following:

Tidal Basin's Director of Recovery, formerly a FEMA Public Assistance Group Supervisor, was instrumental in the development and deployment of FEMA's Grants Portal and Grants Manager systems and assisted in the design and implementation of FEMA's new Public Assistance Delivery Model.

- + Develop and implement a comprehensive Recovery Strategy that allows the team to identify and communicate risks within the Town's operation that could preclude its ability to optimize reimbursement.
- + Collaborate with the Town's staff and necessary stakeholders on project formulation of Damage Description and Dimension assessments (DDD), information gathering, Scopes of Work (SOW), project development, back up documentation, and preparation for each project worksheet (PW). Such is to include other project submittals to FDEM, FEMA and/or any other applicable entities and will adhere to the standardized format proven to comply with FEMA's requirements while maximizing recovery opportunity.
- + Work with FEMA to formulate PWs in the most advantageous, streamlined, organized manner that aligns with the internal priorities of the Town of Fort Myers Beach. The team will provide guidance to the Town and will focus on maximizing reimbursement for the repair/replacement of critical infrastructure losses.
- + The Tidal Basin team will initially prioritize opportunities for Expedited Funding under FEMA's PA program to facilitate the Town's ability to quickly implement recovery operations and replenish disaster spending budgets.
- + Attend all meetings with FEMA, state and insurance representatives and will participate regularly with the Town's designated workgroup. The team, as required, will attend either in-person and/or virtually.
- + Assist the Town in establishing pragmatic document control organized by PW and preserved for easy access for appeals, closeout, and audit. The team will also assist the Town with the establishment of a file retention system and data management process that ensures disaster records are complete and ready for audit.
- + Develop and execute processes for the Town of Fort Myers Beach that allows the team to assist in the preparation and submission of the disaster recovery program. These implemented processes will be inclusive of documentation, procurement, contracts, payroll, and grant submission support.

- + Develop and execute processes for obtaining, analyzing, and gathering field documentation. Processes will include, however are not limited to, records related to procured goods and services, timekeeping, and force account labor.
- + As detailed further below, provide overall Grants Management services relating to all FEMA Project Worksheets, including the management of FDEM and FEMA's Grants Portals, thereby ensuring compliance with applicable policies, regulations, and laws.
- + To enable thorough and expeditious reimbursement, Tidal Basin will assist in developing and implementing mechanisms to track Management Costs, formerly referred to as Direct Administrative Costs (DAC).
- + Evaluate opportunities and develop alternate and/or improved project requests for FEMA and/or other Federal or State Grants; all necessary documentation and policy justification to support approval will be provided.
- + Develop and implement policies and procedures for the FEMA Grants Portal system to ensure consistency and thoroughness for all of the Town's PWs.
- + Develop PW collateral and assist in the preparation of accurate PA emergency and permanent work project estimates, including but not limited to Cost Estimating, development of detailed Damage Descriptions and Dimensions, Scope of Work, Force Account Labor, Force Account Equipment, and Rental Equipment Summary Reports, Material Summary Reports, Contracts and the aggregation and summarization of all associated supporting documentation.
- + Formulate projects in such a way that potential eligibility issues, environmental or historic preservation concerns, or complicated insurance coverage issues are considered separately to expedite funding and address complex projects individually.
- + Review each PW against actual site conditions to ensure that all damage details are captured thoroughly and that the Scopes of Work align with the goals of the Town. The team will coordinate and interface with the Town's technical point of contact to inform the effort for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Additionally, we will aid in the oversight of repair and construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines.
- + As detailed further below, develop all 406 Hazard Mitigation Proposals for PA PWs in alignment with the Public Assistance Program Policy Guide (PAPPG) Appendix J and the Benefit Cost Analysis (BCA).
- + Assist in the development of detailed cost estimates for in-kind repair and replacement projects as

"In total, Tidal Basin efficiently and effectively managed over \$10 million in Public Assistance grant funding, including over \$100K in 406 Hazard Mitigation Program Measures, to harden City facilities and mitigate against future damage.

I strongly recommend the services of Tidal Basin. They are professional, thoughtful, and extremely knowledgeable. They handled the City's financial recovery flawlessly which minimized disruptions to the City's staff, allowing them to keep focus on their daily responsibilities."

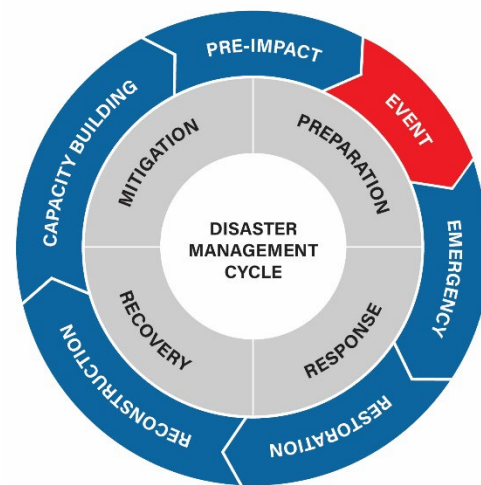
-Mark Finigan, Former Finance Director, City of Key West, Florida

well as estimates for improved projects, hazard mitigation proposals, codes and standards upgrades and least-cost alternatives to support PW development. Cost estimates will also serve as the basis for 50 Percent Calculations used to determine if a facility should be repaired or replaced, and to aid FEMA in the review and obligation process.

- + Coordinate with the Town's finance and accounting departments to ensure disaster-related expenses are categorized and tracked to support thorough cost capture and expeditious data recall to support PW development.
- + Review the Town's Property Insurance, as well as past disaster FEMA Obtain and Maintain insurance requirements, and work with the Risk Management Department to understand the insurance impact on PWs, allowing Tidal Basin to make recommendations on how to best pursue FEMA reimbursement.

Public Assistance Eligibility

The cornerstone of any successful disaster recovery hinges on a thorough understanding of grant program eligibility. Our team has decades of experience managing disasters of all kinds and advising clients on opportunities to take advantage of eligibility rules to maximize recovery and speed rebuilding following disaster events. We will:



- + Develop PWs that comply with FEMA's eligibility requirements while maximizing opportunities for reimbursement for hazard mitigation, codes and standards, environmental compliance, and other opportunities.
- › Formulate projects in such a way that potential eligibility issues, environmental or historic preservation concerns, or complicated insurance coverage issues are considered separately to expedite funding and address complex projects individually.
- + Review all PWs for eligibility issues and work to develop justifications based on policy, regulation, and past precedent to represent the Town's best interest to FEMA and FDEM.
- + Attend meetings with FDEM and FEMA to discuss and negotiate complex eligibility issues to represent best interests and to foster a collaborative environment among coordinating agencies.
- + Assist if FEMA or FDEM challenges recovery goals, supporting the position with precedent, policy and regulation using seasoned arbitrators and appeals experts.
- + Ensure the Town's disaster recovery and restoration processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Compliance and Procurement

Tidal Basin will support the Town with reviewing all projects for compliance and providing advice to ensure that funding is not jeopardized as a result of procurement. We will provide the following support:

- + Review the Town's procurement policies and practices and provide feedback to ensure compliance with the Uniform Administrative Requirements set forth in 2 CFR part 200
- + Advise the Town on federal and local regulations and guidelines to avoid disallowance and negative audit findings. This includes providing recommendations for improvement/augmentation of existing procurement policies and practices
- + Perform solicitation, contract, and contractor invoicing review to ensure that solicitations, contracts and contractors' invoices are compliant and eligible with grant program requirements
- + Ensure alignment of Scopes of Work with bid packages to preserve and maximize recovery
- + Environmental and Historic Preservation compliance with NEPA, Section 106, and any other applicable law, Executive Order, regulation or policy pertaining to the Town's projects.

Grants Management and Correspondence

Grants Management, coupled with an elevated level of expertise in project formulation and eligibility, ensures that grant conditions are met and maintained for compliance and disallowance is avoided. This requires continuous, meticulous monitoring, timely correspondence, deep knowledge of statutory timelines, and expertise in grant program compliance. To support the Town, the Tidal Basin team will provide the following:

- + Draft correspondence and assist with submissions to FEMA, FDEM and other agencies associated with the Town's recovery, including Time Extension Requests, first and second Appeals, Scope Change Requests, Amendment Requests, Closeout Requests, and any Audit Responses, as necessary.
- + Complete all Quarterly Progress Reports (QPRs) as required by FDEM and FEMA.
- + Design and implement a process with documented procedures outlining a standardized method of data collection to support expeditious Requests for Reimbursement (RFRs) and Requests for Advance (RFAs).
- + Support the Town with the implementation of cost tracking procedures and protocols to ensure ongoing compliance with federal requirements and thorough reimbursement. This includes implementation of cost tracking procedures for interval review and reconciliation of actual project spending thereby ensuring all eligible project costs are accurately captured.
- + Develop and implement document management protocols for audit ready files, track and document projects with Town personnel to assure the pass-thru of knowledge and next steps.
- + Provide detailed reports on closeout status, Time Extensions, Appeals, Audits, DOB (Duplication of Benefits) findings and projected programmatic closure date.
- + Handle Requests for Information (RFI) issued electronically in FEMA's Grants Portal system including:
 - › Tracking and responding to all FEMA RFIs (Requests for Information) in a manner that complies

with FEMA's programmatic timelines.

- Formulating RFI responses that satisfy FEMA's information requirements necessary to process and obligate PWs in the most expeditious manner possible by providing thorough documentation supported by policy and regulation.
- + Perform services in accordance with timeframes and dates mutually agreed upon between Tidal Basin, The Town, FDEM, FEMA and/or any other agency included in the process, strategy or otherwise.

Award Closeout

Tidal Basin offers industry proven grant closeout support. The Tidal Basin team will work to facilitate the prompt and full reconciliation of all subawards, meeting or exceeding the stipulations contained within all applicable federal regulations. Our team's effective project management and rigorous monitoring from project implementation onward will streamline closeout of the award. Closeout support efforts may include additional training sessions and template distribution to prepare to close out projects; conducting final site inspections; gathering all compliance documentation; and generating the closeout package to include drafting the Town's closeout request to FDEM and FEMA, and other federal agencies including all required supporting documentation. Tidal Basin will support closeout efforts through the following:

Upon final PW drawdown, Tidal Basin will assist in initiating closeout procedures:

- + Complete the FEMA Project Completion and Certification report (P.4) and initiate closeout requests.
- + Formulate and support large project closeouts final actual eligible costs, including preparation of PW amendments to reconcile funding and Scopes of Work as necessary.
- + Request Net Small Project Overruns (NSPO) as necessary, supporting cost overruns with detailed cost documentation for final reconciliation.
- + Formulate and support Small Project Closeouts with verification of completion within the period of performance.
- + Assist in the development of Final Inspection Reports.

Determination Memos and Appeals

In the event FEMA makes a negative eligibility determination or takes issue with the Town's recovery goals, Tidal Basin will advocate on behalf of the Town to ensure best interests are represented to FEMA. On behalf of the Town of Fort Myers Beach, we will:

- + Utilize precedent-setting appeals and policy decisions to outline and justify complex eligibility issues in a manner that maximizes opportunity.
- + Direct FEMA to provide Determination Memos in accordance with protocol, which memorialize FEMA's determination and outlines the policy or regulation used in making the decision, if FEMA makes a negative eligibility decision.
- + Review FEMA's Determination Memos and make recommendations as to whether the decision warrants an appeal.

- + Should the Town desire to appeal a FEMA Determination, develop a letter of appeal, aggregate the required documentation to support the appeal, justify the position with past precedent, and submit the appeal package to the recipient and FEMA within the statutory timelines.
- + Respond to RFIs by the recipient and/or FEMA in response to any appeals.

Audits

Any federal grant program administered is subject to audit from both state and federal agencies. Tidal Basin works proactively to support audit reviews from the Preliminary Damage Assessment (PDA) through project closeout. Our standard approach when creating project files ensures that each project is completely documented as if being audited from the start of the disaster. In the event of an audit by the Office of the Inspector General (OIG), the Tidal Basin team will work directly with the OIG representative to provide the information and documentation that is required to avoid negative audit findings.

Developing Long Term Community Recovery Plans

Long term community recovery (LTCR) planning is a compressed, intensive process that will guide recovery and maintain community involvement. Tidal Basin will:

- + Establish the plan leadership team, including a project manager and key agency representatives, develop a milestone schedule for deliverables, including quality control, and set a schedule of regular leadership meetings.
- + Develop a LTCR plan outreach program to engage the community (prioritizing underserved populations including communities of color, elderly, youth, disabled, and low income), public agencies, private sector, and non-profits.
- + Assess impacted resources, structures, populations, etc. including housing, infrastructure, environment, and the economy to determine focus areas for the LTCR plan.
- + Review and synthesize existing plans and studies. Given our breadth of local experience, we are very familiar with existing plans for Lee County including comprehensive, transportation, housing, and economic development plans.
- + Identify and delineate community needs including diverse housing types, infrastructure, natural areas, parks and recreation facilities, community centers, and economic and community development. Establish goals and metrics for each focus area.
- + Identify infrastructure investments that mitigate risk, promote resilience, and support recovery and quality of life.
- + Identify policies that promote the shared vision and goals of the LTCR plan.
- + Evaluate and prioritize projects, policies, and other strategies based on community input, resilience, and performance measures including equity and sustainability.
- + Develop an action plan, including funding sources, responsible champions and lead agencies, outreach and education strategies, monitoring and reporting, and implementation timelines to achieve LTCR.
- + Incorporate projects, policies, and strategies into applicable Comprehensive, Transportation, Housing, and other plans and funding programs.

Experienced Staff to Support/Augment Local Disaster Recovery Manager (LDRM)

Our existing relationships and experiences with county and Town staff, public agencies, local major employers and small businesses, nonprofits and service providers, and community groups, make us well positioned to support the LDRM quickly and effectively as required.

Support for the LDRM will follow the action plan developed for the LTRC plan. The team will focus first on high priority, high impact, visible projects to ensure continued community support and awareness. Implementation may require grant applications and management, local policy

change, personal business investments, and community action. It will certainly require coordination across sectors, accountability from all partners, and flexibility as opportunities and challenges arise.

Discussed further in Section 5 of our proposal, Tidal Basin has tailored a team specifically to address the Town's unique needs with respect to the re-opening of Times Square, coastal engineering and beach preservation, and restoration and improvement of local parks and recreational facilities.

Hazard Mitigation Services

Tidal Basin understands the value of implementing effective, cost-efficient Hazard Mitigation measures into FEMA funded projects. As FEMA states, every one dollar spent on Hazard Mitigation saves six dollars in future losses. It is for this reason that inclusion of Section 406 Hazard Mitigation proposals is a cornerstone to all Tidal Basin's Public Assistance consulting engagements. With the goal of continuously increasing the resilience of the Town's infrastructure, the Tidal Basin team will meticulously analyze all projects for opportunities to incorporate mitigation measures that comply with FEMA's eligibility criteria, maximize recovery opportunity, and protect facilities against future losses. This includes, but is not limited to the following:

- + Tidal Basin will assist in development of Section 406 Hazard Mitigation Proposals (HMP) for projects in alignment with the Public Assistance Program Policy Guide (PAPPG) Appendix J and the Benefit Cost Analysis (BCA).
- + Our team will analyze all of the Town's projects for immediate opportunities for mitigation included in Appendix J, which outlines pre-approved mitigation measures which can be funded up to 100% of project costs without the need for a BCA.
 - › Pre-approved cost-effective mitigation measures included in FEMA's PAPPG Appendix J include items such as:
 - Increasing draining structure sizes
 - Sump pumps
 - Elevation of equipment above BFE (Base Flood Elevation)
 - Anchoring storage tanks
 - Dry floodproofing
 - Securing walls to roofs using connectors or hurricane clips

- + Tidal Basin’s mitigation experts will analyze mitigation opportunities with budget concerns in mind, understanding that added project costs come with additional local cost share unless funded at 100% Federal cost share.
 - + Based upon the budgetary analysis, our team will make recommendations as to the most advantageous opportunities for mitigation projects that also maximize resiliency.
 - + Tidal Basin Mitigation experts will collaborate with the team of PA experts to ensure baseline FEMA projects include maximized funding opportunity under eligibility rules, which translates to a higher level of available mitigation funding on a project-by-project basis.
- Section 406 Hazard Mitigation Measures are considered cost-effective if they meet one of the following three criteria:***

 - ***Within 15% of project cost***
 - ***Found on Appendix J of PAPPG***
 - ***A BCA of 1.0 or greater***
- + We will develop HMPs (Hazard Mitigation Proposals) including all FEMA required information including Cost Estimate, 15% Calculation, all necessary regulatory, permitting and compliance information, thorough and detailed HMP Scope of Work, and perform a Benefit-Cost-Analysis for those projects that exceed 15% and are not included on Appendix J.
 - + Using FEMA approved methodologies, including the BCA toolkit, Tidal Basin will conduct the Benefit-Cost Analysis to determine the overall Benefit-Cost Ratio (BCR) to support the Town’s mitigation objectives for PA funded projects.

Pre- and Post-Disaster Mitigation Services

The Tidal Basin team offers an approach which utilizes our staff and corporate experience in developing and implementing comprehensive mitigation strategies in coordination with state and local clients. We possess in-depth knowledge of Hazard Mitigation Assistance (HMA) programmatic requirements, including the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA). Tidal Basin currently implements HMA programs on behalf of the states of Alaska, Hawaii, Michigan, New York and numerous cities/towns and special districts across the United States and its territories.

For over 20 years, Tidal Basin has provided technical support and staff augmentation at the state and local levels, supporting recipients and sub-recipients with Hazard Mitigation project assistance, all while prioritizing the needs of our clients. Our approach includes strategic guidance at the local level and is accompanied by the development of tools and direct assistance to support successful application development and subsequent project implementation by sub-recipients. We provide cradle to grave support throughout the lifecycle of the project.

Tidal Basin has kept up to date, been part of all reviews, and commented on all aspects of BRIC guidance since its inception and before the Pre-Disaster Mitigation (PDM) was sunset and BRIC took over. The Tidal Basin mitigation team consists of seven former State Hazard Mitigation Officers (SHMO’s) who all will be available for reach back assistance to ensure the Town is on track to ensure all eligibility criteria is met and the town maximizes its mitigation project investment moving forward.

Pre-Award Services

Tidal Basin will work with the Town to answer all requests for information as timely as possible for all phases of project implementation, ensuring all eligibility and feasibility questions are justified and in accordance with all application regulations and guidance. In addition, our team will coordinate all project issues with the Town and the project team to ensure all issues are resolved timely and written in a manner to increase approval of the project. We will also ensure our presence at all required meetings, whether in person, or virtually given the current pandemic.

Grant Administration

Tidal Basin will support the Town initially by drafting vendor award letters and contracts, tracking all awards, processing contract amendments, and implementing the local cost-share match, if applicable. Staff will provide grant implementation and monitoring services throughout the lifecycle of each project to ensure:

The Tidal Basin mitigation team recently developed both Beach and Dune restoration studies for our client, the State of Hawaii.

Development of Phase I and Phase II Deliverables:

- + Engineering design development review
- + Permitting reviews
- + Review of Environmental Assessments (EAs)
- + BCA development/refinement
- + Construction occurs on time and within applicable construction management standards
- + Scope of Work changes, requests for additional information, including development of updated BCAs at 30%,60%, and 90% design to ensure projects remain cost-effective from Phase I throughout Phase II.
- + Performing additional technical feasibility and Environmental and Historic Preservation (EHP) reviews to ensure feasibility and EHP compliance is maintained from Phase I throughout Phase II of the projects. Staff can provide frontloaded guidance and weave their floodplain management and engineering expertise into the guidance they provide throughout project implementation.
- + Compliance with Environmental and Historic Preservation laws, Executive orders, and rules and regulations is often a stumbling block or “pain point” for HMA grant recipients. Providing EHP guidance as the project is implemented, particularly should the scope of the project warrant an Environmental Assessment is paramount. Tidal Basin staff have provided EHP technical support to several sub-recipients to develop Environmental Assessments, particularly in support of large complex projects post Hurricane Sandy in New York. FEMA’s 2015 Hazard Mitigation Assistance Unified Guidance (2/27/15), provides a basic EHP checklist which would be augmented by local and state requirements. After ‘vetting’ projects to determine the level of potential environmental and historic impact, site visits, record culling and ongoing technical support to EHP contractors hired by the Town of Fort Myers Beach post-award to fulfill EHP compliance requirements would be provided.

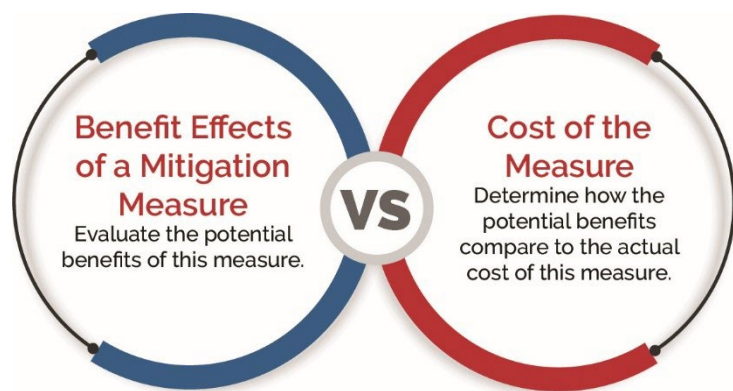
+ Leading public comment sessions/hearings:

- › The Tidal Basin team has led hundreds of public meetings for disaster recovery and mitigation programs. We know public engagement can be an important part of the HMA project implementation process. Our experience and management approach ensures public events run smoothly, while also ensuring public comment is fully captured and documented. As such, the Tidal Basin team can lead public comment sessions/hearings, as requested.
- › Monitoring sub-grant performance and fiscal oversight, to include:
 - Establishing weekly conference calls with engineers, EHP contract staff, and other vendors as required.
 - Collaborating with Florida Division of Emergency Management (FDEM), FEMA, and other federal agencies, where applicable, to track award progress and provide periodic project status updates.
 - Processing requests for reimbursement including the development of reimbursement forms, project ‘checkbook’ trackers, and financial databases.
 - Ensuring timely and accurate quarterly performance reports are developed and submitted to FDEM to satisfy FEMA’s requirements set forth in 44 CFR Section 206.437(b)(4)(xii) including developing reporting documents and schedule for submittals from vendors, engineers, and EHP consultants, where applicable.
 - Ensuring administrative requirements of 2 CFR Part 200 are followed, including ensuring procurement during project implementation is in conformance with Sections 200.317 – 200.326 and any state or local procurement laws and regulations.

Benefit-Cost Analysis

Working parallel to the general application development effort, BCA Specialists would distribute templates, checklists, and related forms designed to identify and gather the information required to develop and document a FEMA-compliant BCA, including ensuring sea-level rise documentation and social and environmental benefits fully gleaned.

With information in hand, our specialists will make eligibility recommendations to the City. The BCA Specialists would review the gathered information and provide hands-on support, working directly with sub-recipients or in group settings, where appropriate. The BCA Specialists would seek every opportunity to utilize FEMA’s BCA efficiencies (pre-calculated benefits for select project types) to reduce the administrative burden on sub-recipients. BCA Specialists would also provide comments on any technical, engineering,



or other related issue that may require third-party support. Our staff would implement FEMA’s BCA program guidelines, methodologies, and tools to include:

- + The Office of Management and Budget’s (OMB) Circular A-94 Revised “Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs
- + The Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 100-707)
- + FEMA BCA Toolkit 6.0
- + FEMA Pre-calculated Benefits Policies

Technical Feasibility

Tidal Basin’s approach towards ensuring a proposed project is technically feasible begins with determining whether a proposed activity presents a long-term solution to the risk it is intended to mitigate. This is followed by determining whether the activity will conform with accepted engineering practices, established codes and standards and best practices as required by FEMA’s Hazard Mitigation Program. Early and open dialogue with sub-recipients during the project scoping phase of project development is a proven technique for identifying issues related to technical feasibility. Staff can provide frontloaded guidance and weave their engineering backgrounds, as well as codes and standards expertise, into the guidance provided throughout application development and project implementation, particularly for large, complex phased projects. Guidance will vary depending on project type and complexity. For example, compliance with the standards established by the American Society of Civil Engineers / Structural Engineering Institute (ASCE/SEI) Technical Bulletin 24-14 is required for flood resistant design and construction; safe room design, construction, and implementation criteria in concert with FEMA Publications P-320 or P-361 would be critical; and wind retrofit projects a level of protection on par with FEMA Publication P-804 is optimal.

Award Closeout

The Tidal Basin team will work to facilitate the prompt and full reconciliation of all sub-awards; meeting or exceeding the stipulations contained within FEMA’s HMA Closeout Toolkit. Effective project management and monitoring as the project was implemented will streamline closeout of each project. Closeout support may include conducting final site inspections, gathering required EHP, NFIP, and permitting compliance documentation, and generating the close out package to include drafting the Town’s subaward closeout request to FDEM and all required supporting documentation.

CDBG-DR Services

Tidal Basin is experienced in managing HUD Community Development Block Grant funding, including CDBG-DR and CDBG-MIT. Our team can partner with the Town to support all aspects of grants management from funding application to grants closeout.

Our team utilizes the grant application and management cycle depicted above that will allow us to support the City in securing CDBG grants, where a competitive process is required, and through the implementation of programs and projects. We are familiar with HUD National Objectives, all Eligible Activities that will support a tailored approach to meet the Town’s specific needs.

Our experts can provide support for the following services:

- + Action plan development
- + Consolidating planning

- + Project Identification and Program Design
- + Grants Management
- + Policy and Regulatory Support
- + Financial Management and Reporting
- + Program Implementation
- + Compliance and Monitoring
- + Grant Closeout

Section 3: Experience

The Tidal Basin Difference

Tidal Basin has an established history of providing both program and grant management services to clients across the United States and its territories. Our proven programmatic expertise is backed by a well-honed recruitment and training program; field-tested quality assurance, logistics, and operations management processes; and extremely low turnover, particularly among our management team.

Tidal Basin provides the highest-level program and policy expertise and works together with our clients, partners and stakeholders to ensure our work complies with program eligibility requirements and applicable codes, standards and regulations. Tidal Basin's program and policy experts are armed with unmatched knowledge and expertise that allows us to communicate with federal, state or local regulatory agencies, like FEMA, HUD, U.S. Treasury, etc. on behalf of our clients with authority in our efforts to preserve and obtain available federal reimbursements.

To ensure strict adherence to written program policies and federal regulations, we offer high levels of file compliance oversight. Our quality principles for compliance include upfront QA/QC reviews, well-documented processes and analytical reviews supported by methods for project management and controls, data management and reporting, audit proofing, and financial management. Subject Matter Experts (SMEs) are available for ongoing consultation on any policy guidance or compliance area. When scenarios warrant additional reviews, we escalate issues and request formal policy clarifications.

Tidal Basin has perfected its Preparedness, Response, Recovery, and Mitigation services by actively providing state-level recovery support and additional emergency planning, response, and mitigation services to numerous states including Alaska, California, Colorado, Florida, Georgia, Hawaii, Illinois, Iowa, Louisiana, Massachusetts, Michigan, New Hampshire, New Mexico, New York, North Carolina, Puerto Rico, South Carolina, Tennessee, Texas, U.S. Virgin Islands, Vermont, Virginia, West Virginia among others. In that time, we have successfully responded to more than 20 disasters ranging in scope from a small \$2.7 million snow emergency requiring eight (8) staff, to five (5) simultaneous disaster events totaling \$550 million in damages and have written 8,974 Project Worksheets (PWs).

Our long-standing relationships and successful track record of supporting state clients affords our team insight other firms may lack. For more than a decade, the Tidal Basin team has provided technical support and staff augmentation at the state level, supporting applicants and sub-applicants to develop Hazard Mitigation Assistance Program applications (including HMGP, FMA, and BRIC) all while prioritizing the needs of the state. Our approach includes strategic guidance and technical expertise accompanied by the development of tools, training, and direct assistance to support successful application development and subsequent implementation by our clients.

Effective disaster recovery and resiliency consulting does not only mean securing funding on the front-end, but also protecting funding from potential negative audit findings due to non-compliance, lack of documentation, or inadequate eligibility justification. Our deep understanding of disaster recovery and relief programs, along with our hands-on experience gained during some of the worst disasters in U.S. history, allows us to effectively reach our client's recovery goals. [Tidal Basin understands what it takes to get things done the right way.](#)

List of Completed Projects

Client	Project Description	Contract Period	Contact Information
Baptist Health	Disaster Recovery/Public Assistance/Irma	9/2017 – 11/2018	Susan Magner, Director Construction Management 786-594-6075 susanma@baptisthealth.net
City of Hialeah	Disaster Recovery/Public Assistance/Irma	8/2019 – 8/2022	Luis Suarez, Purchasing Manager 305-883-5800 lasuarez@hialeahfl.gov
City of Key West	Disaster Recovery/Public Assistance/Irma	10/2017 – 6/2022	Todd Stoughton, Assistant City Manager 305-809-3811 tstoughton@cityofkeywest-fl.gov
City of Marion Iowa	Disaster Recovery/Severe Storms	11/2020 – 10/2022	Lianne Cairry, Finance Director 319-743-6352 lcairy@cityofmarion.org
City of Sanibel, Florida	Disaster Recovery/Public Assistance/Irma	4/2016 – 7/2022	Jocelyn Upchurch, Deputy Director Finance 239-472-9615 x 368 Jocelyn.Upchurch@mysanibel.com
Cottage Health	Disaster Recovery/Public Assistance	4/2020 – 5/2022	Mitchell Rosenbaum, Director of Corporate Treasury 805-879-8949 mrosenba@sbch.org
Houston Housing Authority	Disaster Recovery/Public Assistance/Harvey	9/2017 – 11/2022	Jay Mason, Department Director 713-260-0605 x 4605 jmason@housingforhouston.com
Jefferson Parish	Disaster Recovery/Severe Storm	6/2006 – 11/2016	Tim Palmatier, Finance Director 504-364-2767 tpalmatier@jeffparish.net
Keys Energy Services	Disaster Recovery/Public Assistance/Irma	9/2017 – 08/2020	Jesse Perloff, Director of Finance 305-295-1014 Jesse.perloff@keysenergy.com
Linn County Iowa	Disaster Recovery/Severe Storms	11/2020 – 10/2022	Steve Estenson, Risk Manager 319-892-5207 Steve.estenson@linncounty.org
Santa Rosa County Florida	Disaster Recovery/Severe Storms/Sally	9/2020 – 6/2022	Lani Birchett, Grants & Special Program Coordinator 850-981-2016 lanib@santarosa.fl.gov
State of Michigan	Disaster Recovery/Public Assistance Severe Storms and Flooding	1/2019 – 12/2021	Tiffany Vedder, State Public Assistance Officer 517-599-5333 VedderT@michigan.gov
State of Tennessee	Disaster Recovery/Public	1/2019 –	Judith Huff, Assistant Director for

Military Department	Assistance	11/2022	Mitigation and Recovery 615-741-3883 Judy.huff@tn.gov
University of West Florida	Disaster Recovery/Public Assistance/Sally	9/2014 – 06/2022	Pennie Sparks, Risk Manager 850-474-2177 psparks@uwf.edu

Project Highlights

Rikers Island Shoreline Restoration, NY

With a project valued at \$49M, the Tidal Basin team was actively engaged with the NYC Dept of Corrections Riker's Island Shoreline restoration. Our staff were actively involved in the development of the coastal infrastructure projects, review of versions, and obtaining **FEMA Environmental and Historic Preservation (EHP) approvals**. The Tidal Basin team conducts yearly site inspections as the projects progress and review design and construction plans as they evolve.



Hart Island, NY

Hart Island is an old Potter's Field for New York City. During Sandy, human remains were washed out of the ground and became exposed along the shoreline, requiring numerous coastal infrastructure projects that included **archeological and EHP reviews**, with the Tidal Basin team actively engaging with the State, recovering over \$13M in damages.

State of Florida, Emergency Rental Assistance (ERAP) Program



The State of Florida Department of Children and Families selected Tidal Basin to provide full case management and project management services to the State of Florida for the administration of its Emergency Rental Assistance Program, dubbed *OUR* Florida.

The Tidal Basin team has developed the technological platform to accept landlord and tenant applications and provide case management and reporting on the backend. In addition to case management services, which include eligibility determination, QA/ QC, and pre- and post-payment review, the Tidal Basin team is

also administering the program's call center, and outreach campaign, including paid and earned media, stakeholder coordination, and coalition building.

Project Successes

- + Launched public facing website for ERAP with pre-eligibility screening in 10 business days after contract NTP
- + Launched Application portal in 15 business days after NTP and began accepting program applications
- + Made first payment to applicant 24 Business days after NTP
- + On-boarded 400+ staff

Our team has deep experience providing ERAP and Homeowner Assistance Fund (HAF) services including:

- | | |
|---|--------------------------------------|
| + Call Center | + Payment Processing |
| + Housing Counseling | + Quality Control |
| + Reporting | + Outreach and Engagement Plan |
| + Application, Document Intake and Management | + Compliance Monitoring and Training |
| + Underwriting and Decisioning | + Reporting |
| | + Technology Solution |

Houston Housing Authority, Texas

Following the devastating damages brought on by Hurricane Harvey, the Houston Housing Authority (HHA) hired Tidal Basin to represent their claims with FEMA. HHA suffered some \$55,000,000 in damages spread across 61 projects. **Four large projects were selected as candidates for Section 428 Public Assistance Program Alternative Procedures under the Stafford Act**, allowing applicants to maximize the ability to drive their



own recovery with flexibility to spread the grant funding across the Section 428 projects. It also allows Section 406 Hazard Mitigation funding to be retained on a case-by-case basis. The level of risk reduction achieved for the Alternative Procedures Project must equal, or exceed, the benefit that the Applicant would have achieved through completion of the approved mitigation measures. HHA wanted the flexibility to use these funds on alternate projects to achieve the maximum benefit for each dollar. HHA also wanted to retain the hazard mitigation funding (\$18,200,000) for use on the other projects. These four projects were allowed to be consolidated into one project, PW 3400, equaling **\$39,450,310.00**.

Hawaii Kahana Ridge Fire

Tidal Basin provided support and grant management services in developing, submitting, and closing out FMAG project worksheets. FEMA Region 9 FMAG Coordinator comment that our project worksheets were the “most thorough and complete he had ever seen.”

Volusia County Hurricane Preparation and Response Plan

For the past 22 years, Tidal Basin team member Taylor Engineering has provided Volusia County, Florida, with a wide variety of coastal engineering services focusing on the management of Ponce de Leon Inlet and Volusia County's beaches to the south. Following 2016 and 2017's major hurricanes (Matthew and Irma) and nor'easter events, Volusia County requested that Taylor Engineering provide hurricane preparation and response plan services, including determining the availability and quantity of beach-compatible material in existing Florida dredged material management areas (DMMA) and upland mines. This effort identified cost-effective sediment options for emergency beach nourishments in response to storm-induced coastline erosion.

Taylor coordinated with the Florida Inland Navigation District (FIND), the Florida Department of Environmental Protection (FDEP), and the US Army Corps of Engineers regarding sand availability within FIND's V-26 and V-29 DMMA's. Taylor drilled 20 hand-auger core borings up to 10.5 ft in depth and collected 60 samples within the two DMMA's.

Following field collection, all samples were dried, weighed, and dry sieved per ASTM D422-63 guidelines (grain size) and classified by Munsell color designation (ASTM D2487). Fifteen of the samples (per FDEP guidelines) were tested for calcium carbonate content using the Twenhofel and Tyler method. Four of the burned samples (per FDEP guidelines) were then dry sieved to determine the post-carbonate grain size distribution. The fieldwork and subsequent lab analyses revealed approximately 196,000 cy of material was available for emergency beach placement within DMMA V-26, which was placed on Volusia County beaches in 2018.

Summer Haven

The Summer Haven River is located south of the Matanzas Inlet near the St. Johns/Flagler County line in northeast Florida. In 2008, a breach of the barrier island dune system due to a nor'easter that immediately followed Tropical Storm Fay caused sand to fill more than 37 acres of estuarine open water and salt marsh habitat. The breach also destroyed over 1.5 acres of beachfront dune habitat. The St. Augustine Port, Waterway, and Beach District (SAPWBD) contracted Taylor Engineering to evaluate the feasibility of reopening the river and restoring the lost habitat. After the initial evaluation, Taylor Engineering worked closely with a local non-profit organization, the Friends of the Summer Haven River, and SAPWBD to design, permit, and build the restoration project. Taylor Engineering's work included topographic surveys, geotechnical borings, natural resource surveys, restoration alternative development, regulatory agency consultation, permitting, and engineering design. The final design included the restoration of 33 acres of open water, shallow water, and marsh habitat and 2.4 acres of coastal dune.



While restoration planning was underway, least terns began nesting on the barren sand deposited in the river. Consulting with regulatory and wildlife management agencies, Taylor Engineering developed the least tern mitigation plan that created a 9.4-acre beachfront and upland tern nesting habitat to

their expectations and standards. Woolpert shared an array of images with MWCD that helped leadership identify preferred building and facility types, styles, character, and materials to frame the guidelines. Woolpert used this input to create an architectural vocabulary and thematic illustrations to represent the facilities, amenities, and infrastructure standards for the park system.

Section 4: Capacity to Provide Requested Services

Prime Contractor Activated Contracts

Below, Tidal Basin provides a list of our contracts that are currently activated.

Client	Project	Number of Staff Assigned
FDEM	COVID-19	5
City of Hialeah	Irma & COVID	3
City of Marion, Iowa	DR-4557 Derecho	1
City of Miami Beach	Irma	1
City of Miami Beach	COVID-19	1
City of Sanibel Island	Hurricane Ian	2
Cottage Health	COVID-19	1
FEMA	PA TAC IV	3
Frio Health	COVID-19	1
Fort Myers Beach, FL	Hurricane Ian	4
Great Lakes Water Authority	Severe Flooding	1
Hawaii	Numerous DRs	2
Holly Hall	COVID-19	1
Jefferson County, TX	COVID-19 (ARPA)	1
Jefferson County TX	2021 Winter Storm	1
Lee County Electric Cooperative	DR-4673-FL	1
Legacy Health	COVID-19	1
Leoni Meadows	Wildfires	1
Linn County, IA	Public Assistance	2
Linn County, IA	COVID-19	1
Longboat Key	COVID-19	1
Mennonite Hospital	Hurricane Maria / 404 HMGP	1
Midland Health	COVID-19	1
Mount Sinai	COVID-19	1
New York State	Hurricane Sandy, Long-Term Recovery	19
New York State	Audit	1
New York State	Finance	3
OAHS	OR State Vaccination Program	2
Orange County, NY	Numerous Declarations	1
Prisma Health	COVID-19	1
Ramsey County	COVID-19	2
San Patricio County, Texas	COVID-19/Severe Storms	1
Santa Rosa County, FL	Hurricane Sally	1
Scurry County	COVID-19	2
Stanford Health	COVID 19	1

Stanford University	COVID-19	1
State of Alaska	DR-4533/COVID 19	7
State of Alaska	DR-4413/Cook Inlet Earthquake	2
State of Alaska	AK 21-278 IA - 2021 & 2022 Winter Storms	4
State of Illinois	COVID-19	5
State of Illinois	COVID-19 - Subrecipient Closeouts	2
State of Michigan	DR-4494/4381/4547/4607	4
State of New Mexico	Grants Management	1
State Of New York	COVID-19	18
Texas Children's Hospital	Harvey/COVID-19/DR-4586	1
United Regional Health	COVID-19	1
University of Miami	COVID-19	1
University of West Florida	Hurricane Sally	1
USVI	Project Management	1
Valley Children's Hospital	COVID-19	1
Young Audience	Hurricane Ida	2

Location of Office and Resources

The Tidal Basin team have maintained a presence in Florida assisting with disaster recovery efforts since Hurricane Andrew in 1992. We have extensive familiarity with recovery operations in Florida and have aided over 30 Florida communities to-date, guiding our clients through their insurance and FEMA recoveries. We have experience with emergencies such as hurricanes and major flooding events, as well as a deep understanding of FEMA disaster relief programs and programs administered by FDOT/FHWA. This intimate familiarity and level of involvement enables our in-depth understanding of the unique needs and challenges Florida faces following catastrophic events.

For this engagement, the Tidal Basin team will utilize our office in Lake Mary, Florida to best suit the needs of the Town. Depending on project needs, efficiency, and the requirements of the Town, the project will be managed on-site or remotely, as directed by the Town.

When awarded a contract, Tidal Basin will dedicate both full-time and cadre staff to support the Town's disaster recovery needs. Although we have numerous ongoing projects throughout the country, we pride ourselves in always meeting the unique needs of each of our clients and if necessary, adjusting work assignments to meet those needs.

Management Plan and Deliverables

Tidal Basin recognizes that a disaster recovery consulting engagement has a beginning, a middle, and an end. Throughout this entire linear process, however, is the need for constant evaluation of dynamics that affect the engagement. New information, changes, opportunities, and concerns are common events that drive the need to adjust and adapt. To deal with this changing environment and the unique needs of the Town, Tidal Basin will rely on a Continuous Evaluation Cycle to manage our engagement. Tidal Basin's consultants apply a cyclical thought process that continuously



reevaluates the effectiveness of progress and achievements of the engagement, and then adapt new strategies if needed. As the linear steps of the engagement proceed, continuous reevaluation helps to ensure effective attainment of goals and objectives. On a weekly basis, the Project Manager (PM) is responsible for continuously evaluating the engagement and progression toward the Town's goals and milestones and reports any deficiencies or the need to adjust the engagement strategy to the Engagement Manager/Project Executive. To support this effort, Tidal Basin will:

- + Design a targeted, time-proven Recovery Plan that defines the Town's disaster recovery objectives, strategies for achieving those objectives and tactics for carrying out the operation.
- + Defined roles and responsibilities and a clear sense of the Town's goals and how each team member fits into the larger mission.
- + Anticipate problems, providing contingencies for the Town's vulnerabilities and continuously evaluating the engagement for effectiveness and appropriateness with a clearly defined course of action to update the plan on regular intervals if necessary.
- + Defining clear milestones to ensure the project is on-course, within budget, and aligned with the Town's recovery goals while making appropriate course corrections along the way.
- + Clearly defined deliverables and taskings so that each team member has clear expectations to support the Town's objectives.
- + Prepare weekly summary reports of progress toward the Town's goals and any issues that may require operational changes.
- + Attend all planning and progress update meetings, including hosting and providing presentations as requested by the Town.

Schedule

The FEMA Public Assistance Program has strict statutory deadline dates based on the Category of Work a Project Worksheet is written against. Tidal Basin's Project Manager shall develop a detailed Project Worksheet Tracking Workbook, which shall include a descriptive timeline for each Project Worksheet obligated. This timeline shall track the deadline date for Category A and Category B Projects (Debris Removal and Emergency Protective Measures respectively), plus Category C through Category G Projects (Permanent Work), as applicable.

Client Communications

Tidal Basin's Project Manager will be the primary point of contact between the Tidal Basin team and the Town and will be responsible for keeping all parties up to date on project status on an ongoing basis. The Town may communicate freely with other Tidal Basin assigned staff as necessary for efficiency of routine processing of projects, but the PM should be kept apprised when necessary. The team will provide the Town with a weekly status report detailing project activities, progress towards project goals and deadlines, and other required data. The PM will schedule a weekly status meeting with the Town to discuss project progress, and any other necessary topics. The weekly report will be available at this meeting for discussion. Additional reporting and meetings will be scheduled as necessary and requested.

Either the PM, the Engagement Manager, or other designee will be available during regular business hours via phone, or email and to respond to requests from the Town.

Management Team Responsibilities

The Tidal Basin team's key and support staff will utilize their expertise to ensure project success. Roles and responsibilities shall be defined with a clear sense of the Town's goals and how each member of the management team fits into the mission. The responsibility matrix clearly defines the accountability of the management team, and the project organization chart describes the organization of the project team as well as the lines of authority and communication.

Logistics

Resources deployed to this effort will be equipped with contractor issued and owned hardware prior to joining the contract. Such hardware will include laptops (PCs) and other equipment deemed necessary to support the program. The Tidal Basin Team already has in inventory enough laptops for the number of staff necessary to perform this engagement.

The Town shall request FDEM provide the FLPA.org system and FEMA provide Portal access for the submission and processing of applications by the assigned Tidal Basin Team. Tidal Basin will directly access applications through secure connections directly from the contractor owned and issued PCs.

The Tidal Basin team will provide necessary software required for this contract. Sufficient licenses are already owned to perform the contract. Such software includes MS Office and collaboration software (e.g., TEAMS or SharePoint).

Staffing

Tidal Basin will provide a Public Assistance Consulting team of sufficient size and with sufficient training to assist the Town with their financial recovery from Federally Declared Disasters. With a bench of over 2,000 resources, and a stellar recruiting team which is accustomed to hiring and onboarding hundreds of local and remote staff to stand up recovery programs quickly, the Team can staff the initial project requirements as well as any necessary surges. Tidal Basin maintains an office in Lake Mary, FL, and has developed a well-trusted and effective remote working ethic that has been in-place for over one year. Tidal Basin has staff that has been working remotely for clients for over three-years now, to their complete satisfaction.

Section 5: Other Information

The Tidal Basin team is currently engaged with various departments across the Town of Fort Myers Beach, inclusive of the Finance department. Our team provided Town department heads with training on FEMA documentation requirements along with helping to develop an approach to track costs and assist in capturing and summarizing eligible costs. Cost documentation and integrity audits were also performed to identify areas that may jeopardize funding.

Town employees have spent numerous hours with the Tidal Basin team to understand how the FEMA PA process works, while our team took time to understand each department's priorities to recover from Hurricane Ian and return to normal operations. By understanding the Town's priorities, our team is cognizant of where to initially concentrate our efforts and make sure that those projects are selected first.

To date, the Tidal Basin team have experienced success with the following:

- + Successfully completed Phase 1 of the Public Assistance work focused on operational planning and applicant coordination. Phase 1 includes the Request for Public Assistance, creation of the Applicant Impact Survey, FEMA Exploratory Call and Recovery Scoping Meeting.
- + Successfully completed Phase 2 focused on storm Impact and Damage Identification.
- + Tidal Basin successfully submitted a Cat B- Expedited project for a total of \$15,292,412.75. To date the Town has received approximately \$7.2M in expedited funds.
- + Reviewed current existing vendor contracts to ensure 2 CFR compliance.
- + Provided PA and procurement guidance on permanent work projects.
- + Assist in updating the Town's current mitigation strategy and identified project list through Lee County EM to align with potential 404 Mitigation projects.
- + Tidal Basin facilitated in coordinating FEMA/FDEM EHP and USACE for emergency beach berms to ensure all federal/state environmental concerns are addressed and funding not jeopardized. The Tidal Basin subject matter experts on-site also worked closely with FMB Public Works Department to navigate through the process.
- + Participate in all meetings with Local, State and Federal (FEMA) representatives as needed.

To begin the process of recovery from Hurricane Ian, Town leadership is motivated to bring residents, businesses, and ultimately visitors back to Fort Myers Beach. The Town developed a prioritized list of projects which includes restoring the beaches, rebuilding the town hall, the preservation and repair of historical sites, private and commercial property debris removal, the removal of debris to restore waterways, stormwater management and waterfront redevelopment.

Our team is already on-site, working closely with town department heads and other personnel to facilitate the immediate start of these projects. Through careful document audits and the availability of relevant subject matter experts, the Tidal Basin team is on-track to ensure these projects are eligible for reimbursement through the FEMA Public Assistance Program.

Moving forward, based on our interactions with Town leadership, our intent is to focus on the following identified priorities:

- + Provide technical expertise in Beach Nourishment, Environmental Assessment, Planning, Permitting and Restoration, Dredging and Dredged Material Management, Storm Water Management, and Waterfront Infrastructures.
- + Project formulation to create project worksheets for successful reimbursement of costs to repair or replace damaged facilities as prioritized by the Town.
- + Continued project submissions for Category A (Debris Removal) and Category C – G for permanent work.
- + Continued coordination with FDEM for support and assumption of debris contracts.
- + Provide tutorials/technical assistance and coordination with state and federal grant portals.
- + Provide guidance and advice on cost effective hazard mitigation opportunities as defined by FEMA policy.
- + Develop tools to assist with the tracking and managing of costs (i.e., equipment records, 214s, materials, contracts).
- + Assist the Town in reviewing insurance policies for properties impacted by Hurricane Ian and ensure future Obtain & Maintain requirements are within FEMA policy/guidelines.
- + Assist the Town in identifying waterfront re-development strategies and urban planning.

Our team is very closely involved in the Town’s current recovery cycle and is intimately familiar with all aspects of their journey through the FEMA Public Assistance process. We firmly believe that selecting Tidal Basin as the Town’s Disaster Recovery consultants will foster a productive path to community recovery.

Developing a Re-Opening Strategy for Times Square

With tourism as one of the primary sources of income for the Town of Fort Myers Beach, it is critical for local businesses to re-open. Tidal Basin understands that recovery from Hurricane Ian must include a re-opening strategy, specifically for the Times Square area. This will not only signal an “Open of Business” status but also shows the rising of a community from a devastating event. Tidal Basin will:

- + Determine the improvement goals of the Town for the Times Square area.
- + Create a survey and other outreach programs to engage the community and create a whole community planning approach.
- + Provide a subject matter expert with experience and expertise in urban planning as needed.
- + Provide planning specialists, technology advisors, park and recreation experts and engineers to create a master plan of improvements for the Times Square area as needed.
- + Identify mitigation strategies that can be applied to minimize future disaster effects.
- + Identify grants and other potential funding sources.
- + Establish a re-construction leadership team including a project manager, key agency, and stakeholder representatives, develop milestone schedule for deliverables, and set a schedule for leadership meetings.

Coastal Engineering and Beach Preservation

The Tidal Basin team understands the importance of the coastline to the Fort Myers Beach community. Part of the Tidal Basin experience is the availability of resources to help the Town of Fort Myers Beach improve and preserve this valuable natural resource. Tidal Basin can provide the town with the following services:

- + Assemble a team of interdisciplinary engineering professionals focused on improving coastal structures.
- + Provide consultation and engineering on water-related issues, beach nourishment, shore protection and erosion control, planning, management and environmental challenges.
- + Assess the condition of the sea wall and mooring field.
- + Design and engineering for waterfront recreational facilities.
- + Mitigation strategies to minimize the effects of future disasters.

Restoring and Improving Local Parks and Recreation Facilities

Residents and visitors of Fort Myers Beach enjoy the availability of recreational facilities in town. These facilities add to the draw and value of staying in Fort Myers Beach which gives reason why these projects are an important piece for the reopening of Fort Myers Beach. The Tidal Basin team offers engineering and design resources to perform the restoration and improvement of the Bay Oaks Recreational Center, The Mound House, Newton Park, and Bayside Park by performing the following:

- + Determine the improvement goals of the Town.
- + Create a survey and other outreach programs to engage the community and create a whole community planning approach.
- + Provide a subject matter expert with experience and expertise in urban planning as needed.
- + Provide planning specialists, technology advisors, park and recreation experts and engineers to create a master plan as needed.
- + Identify mitigation strategies that can be applied to minimize future disaster effects.
- + Identify grants and other potential funding sources.
- + Establish a re-construction leadership team including a project manager, key agency, and stakeholder representatives, develop milestone schedule for deliverables, and set a schedule for leadership meeting.

Section 6: Cost

On the following page, Tidal Basin provides our Cost Proposal.

Please note, as an added benefit to the Town of Fort Myers Beach, we provide our Engagement Manager at no cost.

Form 1 – Price SheetNAME OF CONSULTANT Tidal Basin Government Consulting, LLCProposal Number RFP-23-07-AD**SCHEDULE OF PROPOSED PRICES/RATES**

Position	Hourly Rate*
Subject Matter Expert (SME)	\$ 185.00
Project Manager	\$ 195.00
Assistant Project Manager	\$ 165.00
Senior Grant Specialist	\$ 155.00
Grant Specialist	\$ 125.00
Damage/Safety Inspector	\$ 189.75
EOC Support	\$ 165.00
Sr. Engineer	\$ 247.25
Engineer	\$ 155.25
Jr. Engineer	\$ 132.25
EHP Specialist	\$ 185.00
Cost Estimator	\$ 185.00
GIS Specialist	\$ 155.00
Admin. Assistant	\$ 75.00
Anticipated Total NTE	\$ N/A Per 12/22/22 Addendum

2

*Travel expenses such as lodging and per diem, should not be part of the hourly rates above, and will follow guidelines established by the US General services Administration (GSA) applicable rates for the area.

Appendix

- + Resume-Bill Slater
- + Proof of Insurance (Tidal Basin)
- + Business Licenses:
 - › Tidal Basin
 - › Woolpert
 - › Taylor Engineering
- + Certificates of Good Standing:
 - › Tidal Basin
 - › Woolpert
 - › Taylor Engineering

Bill Slater

VICE PRESIDENT OF RECOVERY

EDUCATION

- MA, Emergency and Disaster Management American Public University
- BA, Communications & Public Relations, Ithaca College School of Communications, Ithaca, NY

AREAS OF EXPERTISE

- Alternate Projects
- Closeout
- Disaster Planning
- EOC Experience
- FEMA Public Assistance

PROFESSIONAL HISTORY

Tidal Basin Government Consulting
Various Positions
November 2012 - Present

Navarro Research and Engineering
Instructor – CTOS/DHS
January 2014 - Present

Mutualink
Implementation Manager
December 2015 – May 2016

PROFILE

As an emergency management professional, law enforcement officer, fire fighter, and emergency medical technician, Mr. Slater has extensive experience as a disaster professional and emergency response volunteer. His more than 20 years of law enforcement experience includes supervisory roles that eventually led to his assignment as a station commander. He served at the “ground zero” New York City Mayor’s command post following the September 11, 2001, World Trade Center Terrorists Attacks in support of the rescue and recovery efforts. He was subsequently selected by the New York State Office of Emergency Management as a member of the initial cadre of New York State’s Type II All-Hazards Incident Management Team. Mr. Slater is a certified trainer, providing instruction in police, fire, and emergency management related curriculum for more than 18 years. As a trainer at the New York State Police Academy, his responsibilities also included oversight of other instructors. Mr. Slater is currently serving Tidal Basin as the Vice President of Recovery.

RELEVANT EXPERIENCE

Alaska State Card Street and Sockeye Wildfires

Tidal Basin provided support to the State of Alaska in their recovery from the wildfires of 2015. Nearly 800,000 acres burned destroying numerous private residences and damaging critical infrastructure. TB provided estimators, verifiers and claims specialists to assist the State in the management of their disaster recovery process. Slater served as the project manager for this deployment and led a team of 20 personnel to assist the State of Alaska.

Florida 4337-DR-FL, Hurricane Irma, FL

Leads a team of professionals providing guidance to multiple clients in the Florida Keys, the area most severely impacted by Hurricane Irma. Mr. Slater was on the ground within three days of landfall working with local municipalities in their Emergency Operations Centers and he continues to provide programmatic and grants management guidance to multiple municipalities affected by this large-scale event.

Hawaii 4282-DR-HI, Severe Storms, Flooding, Landslides, and Mudslides

Tidal Basin deployed consultants to the State of Hawaii to aid with the recovery from flash flooding associated with unusually heavy rains. Mr. Slater served as the Deputy to the State Public Assistance Branch Chief providing guidance to the State and their recovery.

Hawaii 4201-DR-HI, Pu'u O'o Eruption

Tidal Basin again deployed consultants to assist the State of Hawaii with a category A disaster in response to the Pu'u O'o eruption and resulting lava flow. Extraordinary emergency protective measures were taken to protect critical infrastructure and entire communities. Slater helped guide the state through this unusual response and the resulting \$10 million recovery.

Hawaii 4194-DR-HI, Tropical Storm Iselle

Tidal Basin deployed consultants to the state of Hawaii to assist with the recovery from Tropical Storm Iselle. Mr. Slater served as the Deputy to the State Public Assistance Branch Chief providing guidance to the State and their \$5 million recovery.

New York State: 4085-DR-NY, Hurricane Sandy

Adjusters International has deployed more than 200 consultants to work on behalf of New York State in response to Hurricane Sandy, the second costliest hurricane in United States history. Slater served as a Public Assistance Group Supervisor working with a team of 50 to 60 and coordinating the efforts of the Task Force Leaders. During this engagement he was also involved in the recoveries of several applicants including the City of Long Beach and Long Beach City School District.

Federal Emergency Management Agency: Disaster Assistance Employee

Slater served as a member of the FEMA Region II Disaster Assistance Employee cadre, as an operational specialist and external affairs field specialist. As a member of this team, he has responded to federally declared disasters and worked in joint field offices completing a variety of assignments. New York State Incident Management Assistance & New York State FEMA Region II All-Hazards IMAT Teams

These Teams are deployed to areas overwhelmed by disasters and provide support to local emergency operations Centers (EOC). As a team member, Slater was deployed to assist the State of Florida, with hurricanes Charley, Francis and Ivan, the State of Mississippi after Hurricane Katrina and the State of Louisiana after Hurricane Gustav. As part of the team, Slater served as the Information Officer within the logistics unit and was responsible for monitoring information, and the development and release of information to stakeholders and media.

New York State: 4020-DR-NY, Hurricane Irene

As a member of the FEMA Region II All-Hazards IMAT team, Slater was forward deployed to assist Schoharie County to provide command and operations support to the local government efforts. The team established an EOC and provided extensive support to the local external affairs officer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2022

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 Gilroy Kernan & Gilroy 210 Clinton Rd New Hartford NY 13413		CONTACT NAME: PHONE (A/C, No, Ext): 315-768-8888 E-MAIL ADDRESS: Service@gkgrisk.com		FAX (A/C, No): 315-768-8600
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Federal Insurance Co.		20281
		INSURER B : Westchester Fire Insurance Co		10030
		INSURER C : ACE American Ins Co		22667
		INSURER D : Crum & Forster Insurance Company		44520
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 964245986**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	36062962	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	73618689	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	78185002	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	7176-83-24	6/6/2022	6/6/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C D	E&O Cyber Excess Cyber			G27459298 008 F14612439 003 EOL237270	6/1/2022 12/18/2021 12/18/2021	6/1/2023 12/18/2022 12/18/2022	E&O Cyber Excess Cyber 5M/5M 5M/5M 5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Fort Myers Beach is listed as Additional Insured on a primary and non-contributory basis. Waive of Subrogation applies. 30 days cancellation notice applies.
RFP-23-07-AD

CERTIFICATE HOLDER**CANCELLATION**

Town of Fort Myers Beach
Attention: Town Clerk
2525 Estero Blvd
Fort Myers Beach FL 33931

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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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

TIDAL BASIN GOVERNMENT CONSULTING, LLC

Filing Information

Document Number	M10000000434
FEI/EIN Number	20-5926493
Date Filed	02/01/2010
State	DC
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	11/24/2014
Event Effective Date	NONE

Principal Address

126 BUSINESS PARK DRIVE
UTICA, NY 13502

Changed: 04/16/2021

Mailing Address

126 BUSINESS PARK DRIVE
UTICA, NY 13502

Changed: 04/16/2021

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 11/24/2014

Address Changed: 11/24/2014

Authorized Person(s) Detail

Name & Address

Title Manager, CEO

Craig, Daniel A
675 N. Washington Street
Suite 400
Alexandria, VA 22314

Title Manager, AVP

SLATER, BILL
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, SVP, CDO

CASTILLO, CARLOS
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, AVP

SARDELLI, FRANK
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

SCOTT, GORDON
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

STICKLER, HEATHER
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, Asst. Secretary, Asst. Treasurer

GIBSON, JANES CLAY
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

AGOSTINO, JOHN
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

NICHOLS, LORI
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, Asst. Secretary, Asst. Treasurer, VP

SUPPA, MARIA
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, SVP, COO

MISCZAK, MARK
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

GORDON, MELISSA
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

MATTHEWS, MOLLIE
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, Chairman

CUCCARO, RONALD A.
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, AVP

MANEK, SHEILA
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, VP

MURPHY, STEPHANIE
126 BUSINESS PARK DRIVE
UTICA, NY 13502

Title Manager, President, Secretary, Treasurer

SURACE, STEPHEN T.

126 BUSINESS PARK DRIVE
UTICA, NY 13502

Annual Reports

Report Year	Filed Date
2020	01/23/2020
2021	04/16/2021
2022	04/14/2022

Document Images

04/14/2022 -- ANNUAL REPORT	View image in PDF format
04/16/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
01/29/2019 -- ANNUAL REPORT	View image in PDF format
01/04/2018 -- ANNUAL REPORT	View image in PDF format
04/23/2017 -- ANNUAL REPORT	View image in PDF format
04/11/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
11/24/2014 -- CORLCRACHG	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
08/23/2011 -- ANNUAL REPORT	View image in PDF format
02/01/2010 -- Foreign Limited	View image in PDF format

Licensee Details

Licensee Information

Name: **WOOLPERT, INC. (Primary Name)**
Main Address: **4454 IDEA CENTER BOULEVARD
DAYTON Ohio 45430**

License Mailing: **4454 IDEA CENTER BOULEVARD
ATTN: COLINDA SHIELDS
DAYTON OH 45430-1500**

LicenseLocation:

License Information

License Type: **Registry**
Rank: **Registry**
License Number: **7685**
Status: **Current**
Licensure Date: **03/28/1997**
Expires:

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Licensee

Name: **WOOLPERT, INC.** License Number: **7685**
 Rank: **Registry** License Expiration Date:
 Primary Status: **Current** Original License Date: **03/28/1997**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
71896	Current, Active	GODFREY, STEVEN B	Registry	01/23/2015	Professional Engineer	02/28/2023

Page 1 of 1

Printer Friendly[Return to License Details](#)**Related License Search**

License Type 

First Name Last Name

License Number

Expiration Date

From  To 

Search

.....

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Licensee

Name: **GODFREY, STEVEN B.** License Number: **71896**
 Rank: **Professional Engineer** License Expiration Date: **02/28/2023**
 Primary Status: **Current** Original License Date: **09/27/2010**
 Secondary Status: **Active**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
7685	Current	WOOLPERT, INC.	Registry	01/23/2015	Registry	

Page 1 of 1

[Printer Friendly](#)
[Return to License Details](#)

Related License Search

License Type:

First Name: Last Name:

License Number:

Expiration Date:

 From: To:

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



Department of Business
& Professional Regulation

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Search](#)

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[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity
List Search](#)

LICENSEE DETAILS

4:04:52 PM 5/26/2022

Licensee Information

Name:	TAYLOR ENGINEERING, INC. (Primary Name)
Main Address:	10199 SOUTHSIDE BLVD SUITE 310 JACKSONVILLE Florida 32256
County:	DUVAL

License Information

License Type:	Registry
Rank:	Registry
License Number:	4815
Status:	Current
Licensure Date:	10/05/1987
Expires:	

State of Florida

Department of State

I certify from the records of this office that TIDAL BASIN GOVERNMENT CONSULTING, LLC is a District of Columbia limited liability company authorized to transact business in the State of Florida, qualified on February 1, 2010.

The document number of this limited liability company is M10000000434.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on April 14, 2022, 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-fourth day of August,
2022*




Secretary of State

Tracking Number: 5400732025CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that WOOLPERT, INC. is an Ohio corporation authorized to transact business in the State of Florida, qualified on September 27, 2004.

The document number of this corporation is F04000005579.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on April 23, 2020, and that its status is active.

I further certify that said corporation 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 Seventeenth day of February,
2021*



Randy Be
Secretary of State

Tracking Number: 3885789645CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that TAYLOR ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 1987.

The document number of this corporation is J90839.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 3, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2022*



Ronald R. De
Secretary of State

Tracking Number: 0586993130CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

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A PROPOSAL FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES FOR INCIDENTS AND EVENTS

WITT O'BRIEN'S
PART OF THE AMBIPAR GROUP



SECTION 1:

Title Page

1. TITLE PAGE

Proposal in Response to RFP 23-07-AD:

DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES FOR INCIDENTS AND EVENTS

Submitted to:

Town of Fort Myers Beach
2525 Estero Blvd
Fort Myers Beach, FL 33931

Submitted by:

Witt O'Brien's, LLC
818 Town & Country Blvd.
Suite 200
Houston, TX 77024
281-320-9796 | www.wittobriens.com

Contact for Proposal Correspondence:

If you have any questions about our proposal or require additional information about our services or firm, please contact Rachel Ingle at 512-777-8400 or ringle@wittobriens.com and cc: contractrequests@wittobriens.com.

Authorizing Official:

Cheryl Detillieu Joiner, CPCM – Director, Contracts & Compliance
281-606-4721 o | 281-320-9700 f | cjoiner@wittobriens.com
cc: contractrequests@wittobriens.com



SECTION 2:

Cover Letter

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S
PART OF THE **AMBIPAR** GROUP



2. COVER LETTER

December 27, 2022

Yadzia Roa, Contracts Manager
Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

RE: Disaster Recovery and Mitigation Consulting Services for Incidents and Events, RFP-23-07-AD

Dear Ms. Roa and the Selection Committee:

Witt O'Brien's appreciates the opportunity to submit our proposal to serve as the disaster recovery and mitigation consultant for the Town of Fort Myers Beach (the Town). The Town is seeking services to obtain the maximum amount of grant funding from FEMA Public Assistance (PA) and other federal programs to rebuild and recover from the devastating effect of Hurricane Ian as well as from future events.

Witt O'Brien's brings more than two decades of experience integrating multiple funding streams and program opportunities under a single contract, with the knowledge, understanding, and relationships key to maximizing available funding. As a global leader in crisis and emergency management, we have helped our clients justify, secure, and utilize more than \$70 billion in disaster recovery funding across the full spectrum of available sources for some of the nation's most devastating and costly disasters.

We understand the Town is in the process of planning and executing a comprehensive recovery program for current and future incidents. The scope of services outlined by the RFP encompass precisely who we are and what we do – and we are uniquely positioned to successfully assist the Town for the following distinctive reasons:

- ***We understand the Town's recovery and rebuilding vision.*** While the Town's main focus is recovering from Hurricane Ian, the Town is also looking to address community issues pertaining to land use planning, traffic studies, lighting of public areas, community development, rezoning, affordable housing, and beach protection. We can assist you in developing a centralized and transparent grants management solution that allows you to optimize federal funds to improve your local economy and the quality of life of your residents.
- ***We have the skills and capacity to deliver.*** Our team has led emergency management/disaster preparedness, response, recovery, and hazard mitigation programs as public servants—at the Recipient and Subrecipient levels—before becoming consultants. To complement our grants management expertise, we have partnered with Stantec, which brings skills in land use planning, community development, and coastal resilience planning. Coupled with our large cadre of experts, the Witt O'Brien's team can scale to meet any of your needs, no matter how complex.
- ***We can maximize funding and grants opportunities.*** Our team of recognized industry experts includes former senior FEMA officials, state emergency management directors, city managers, local emergency managers, and credentialed disaster recovery experts. Of the 24 federal grants funding agencies, we have staff with experience in all of them. Our solutions are

directly informed by our FEMA and other agency policy knowledge, yielding the ability for clients to harness every dollar possible.

- ***We know how to navigate Florida's response and recovery framework.*** Beginning with Hurricane Frances' impact on Central/South Florida in 2004, Witt O'Brien's has embarked on a long, significant history of supporting Applicants through the FEMA process throughout the State of Florida. We have supported communities and organizations across the state, including the Broward County School District, Clay, Hardee, Hernando, Hillsborough, Indian River, Marion, Pinellas, Putnam, and St. Johns counties, and many municipalities on previous emergency response and recovery engagements.

Our response is based on the terms set forth in the RFP and all amendments thereto posted on the DemandStar website as of December 27, 2022. We will be responsible for monitoring the website for subsequent amendments and for either maintaining, amending, or withdrawing the response prior to December 27 based on those subsequent amendments. As per Addendum #1, we acknowledge receipt of Attachment C and Attachment E. Our FEIN is 27-2783923.

The Witt O'Brien's team appreciates your time and consideration and stands ready to assist the Town. We reserve the right to negotiate terms and conditions applicable to any final Agreement and, if selected, will negotiate in good faith with the Town to enter into a mutually agreeable formal written Agreement.

Our principal contact for this proposal is Rachel Ingle, CEM – Acting Practice Lead, Infrastructure Services. If you have any questions about our proposal submission or our capabilities or qualifications, she can be reached at 512-777-8400 or ringle@wittobriens.com, with a copy to contractrequests@wittobriens.com

Respectfully,
Witt O'Brien's, LLC



Cheryl Detillieu Joiner, CPCU
Director, Contracts & Compliance



SECTION 3:

Required Forms

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S
PART OF THE **AMBIPAR** GROUP

CONFLICT OF INTEREST CERTIFICATE

BUSINESS REFERENCES – LOCATED IN “SECTION 5: STATEMENT OF QUALIFICATIONS, EXPERIENCE”

ACKNOWLEDGEMENT OF ADDENDUM

ATTACHMENT F – INDEMNIFICATION

FEDERAL FORM 1

FEDERAL FORM 2



ADDENDUM TO CONTRACT DOCUMENTS

ITB-23-07-AD

Addendum No.: 1

CONTRACT/PROJECT NAME: Disaster Recovery and Mitigation Consulting
Services for Incidents and Events

DATE OF ISSUE: December 22, 2022

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

Clarifications

Disregard the “ Anticipated Total NTE” amount under the
Schedule of Proposed Prices/Rates

Questions

The following questions were received:

Q: Is there an incumbent?

A: **Yes, there is.**

Q: If there is an incumbent, can the Town provide the rates?

A: **The current incumbent was brought in by a third party.**

Q: Is this for active work or is it a standby contract?

A: **This is for both active work and standby.**

Q: Section 1.4, Minimum Requirements for Contractor, Items 2 and 4 (Page 3) requires that respondents provide a list of organizations and point of contact for 3 years of experience. Given that our firm has worked many such projects over this time period, can we provide points of contacts for just the most relevant projects (e.g., recent projects or just those in Florida)?

A: Yes, you can provide points of contacts for the most relevant projects.

Q: RFP Section 2.3, "Format/Content of Responses", item H (Page 6) states that "price offerings shall be inclusive of all costs." However, Form 1 (Price sheet), Page 42, indicates that "Travel expenses such as lodging and per diem should not be part of the hourly rates above." Please confirm that the hourly rates provided on the price sheet will include overhead and fee, but that travel expenses can be billed separately at cost with no markup in accordance with FEMA guidelines.

A: Travel expenses must follow the FEMA guidelines.

Q: Form 1 (Price sheet), Page 42, indicates a line item for "Anticipated Total NTE." Given that only hourly rates are being provided (and not level of effort), please confirm that we may leave that line blank.

A: Please see the clarification above.

Q. Can the Town please confirm which forms are required for 3: Attachments? C & E show as "required" but there are no options for signature.

A. Acknowledgement of those can be mentioned in the cover letter.

Q. Section 3: Experience : *"Provide a list of completed projects that are similar in nature and scope with references to include a contact person, position, email address and telephone number. The points of contact listed in this section will be selected at random for Section 5: References."* Section 5 per the RFP is to be titled "Other Information." Is there a business reference form that is to be included? If so, will the Town be providing that?

A. There is no reference form, the Town does not have a reference form

Q. Section 4, Proof of Minimum Requirements, Sub-Grantee Experience states to provide *"Three years of documented experience within the last five years working with sub-grantees..."* Is the Town seeking three years or 5 years of experience?

A. The Town is seeking documented experience within the last five years.

Q. Attachment C – Required Federal Affirmative Steps & Attachment E Federal Funding Provision are both listed as "require forms" but do not have a signature line. Can the firm's "acknowledgement" of the terms set forth in the RFP in our cover letter suffice as acknowledgment of those forms for our response?

A. Acknowledgement of those forms can be mentioned in the cover letter.

Q. Can our response include additional positions under "Form 1 – Price Sheet" for the Town consideration to assist with any long term economic recovery needs in the future?

A. Yes, the firm can include additional positions.

Q. Under Form 1 – Price Sheet the town is requesting a “Not to Exceed Amount.” This is difficult to do not knowing the Town’s current damage estimates. Will the town accept the following response: “5% of total damages, or to be negotiated based on award and Town’s desired needs”?

A: Please see the clarification above.

Please Print _____ Witt O'Brien's, 281-320-9796

Company Name & Phone Number

Cheryl Joiner

Signature

Yadzia Roa, Contracts Manager
bids@fmbgov.com
239-765-0202

Attachment F INDEMNIFICATION

APPLICANT shall hold harmless, indemnify, and defend the Town of Fort Myers Beach and the town's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, ~~without limitation, any and all~~ claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, ~~whether arising out of or incidental~~ to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. ~~Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and~~

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly ~~or indirectly out of any allegation that~~ from the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its obligation under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Federal Form 1

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name Project Name Town of Fort Myers Beach, Disaster Recovery & Mitigation Consulting Services

Title Project Number RFP-23-07-AD

Firm Tax ID Number 27-2783923

Street Address 818 Town & Country Blvd, Ste 200 DUNS Number 962763277

The town, State, Zip Houston, TX 77024

Signature Cheryl Joiner

Date 12/22/2022

Federal Form 2
CERTIFICATION REGARDING LOBBYING

The undersigned (Vendor/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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor/Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Witt O'Brien's, LLC

Contractor (Firm Name)

Cheryl Joiner

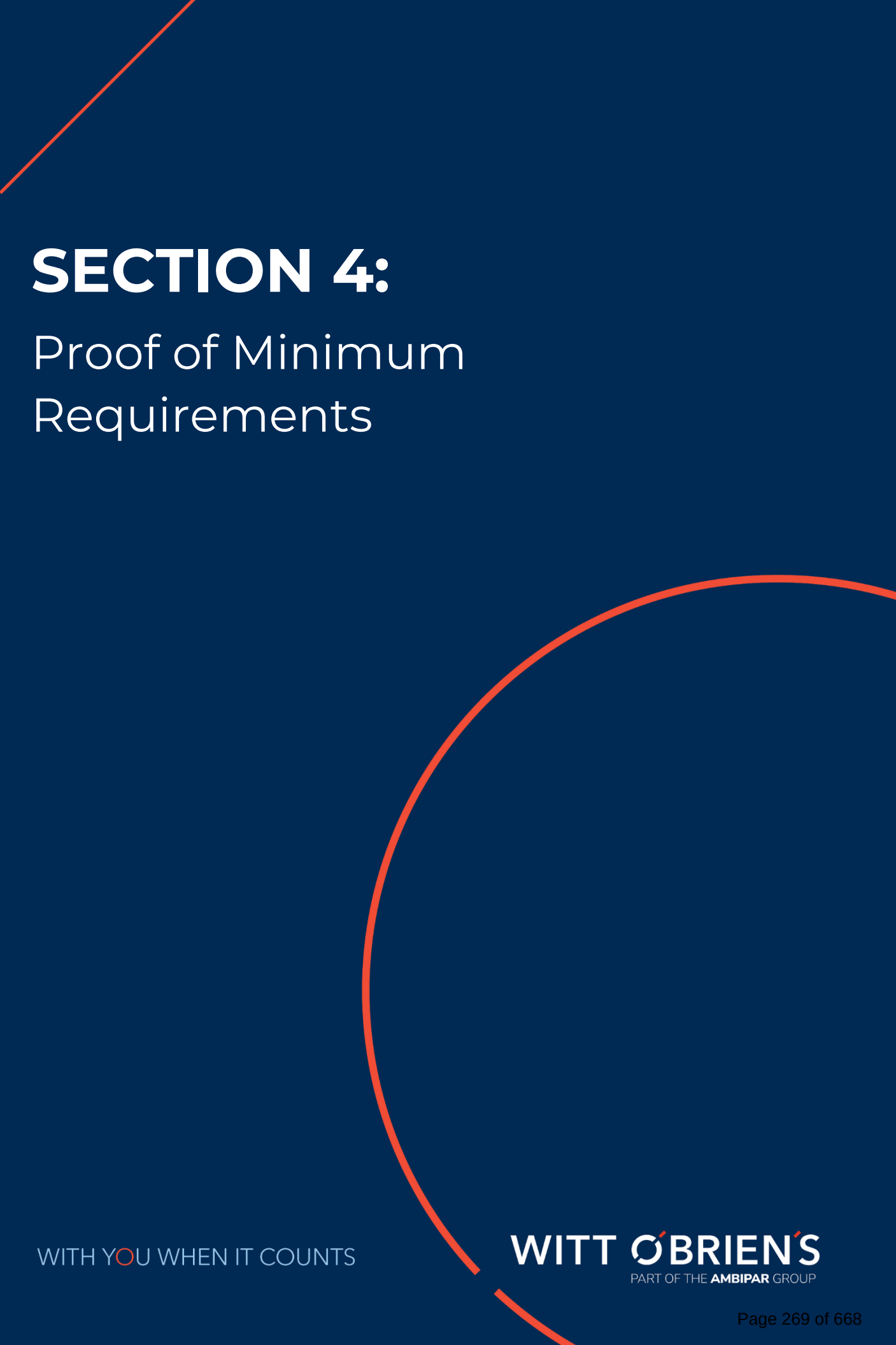
Signature of Contractor's Authorized Official

Director, Contracts and Compliance

Name and Title of Contractor's Authorized Official

12/22/2022

Date

A decorative orange line starts from the top left corner and extends diagonally. A large orange arc starts from the bottom right and curves upwards and to the left, framing the text.

SECTION 4:

Proof of Minimum Requirements

1. The Contractor shall provide current proof of all business licenses required by local, state, and federal law as applicable.

Witt O'Brien's is registered to do business in, and is in good standing with, the State of Florida. The State of Florida, Department of State Certificate is located at the end of this Section.

2. Three years of documented experience working under the requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act including the authorized alternative procedures for the FEMA Public Assistance Program in grantee or sub-grantee management and administration of State and FEMA Public Assistance Grant Programs. Provide a list of organizations and a point of contact for each.

Exhibit 1 presents a comprehensive list of our FEMA PA clients in Florida within the past three years, including their contact information. **Exhibit 2** presents additional FEMA PA clients in other states. As noted in response to Question 4 below, we also provide Section 406 hazard mitigation services for many of these clients.

Exhibit 1: Witt O'Brien's Clients in Florida for FEMA PA Services

Client	State	Point of Contact	Period of Performance
Bay Medical Center Board of Trustees	FL	Dan Morgan, Project Manager Office: 850-818-0564 / Cell: 850-832-5010 dmorgan@bayhealthfoundation.com	1/19 - 1/23
Charlotte County	FL	Zinnia Vargas, Senior Division Manager Office: 941-764-4990 zinnia.vargas@charlottecountyfl.gov	12/22 - 12/23
Clay Electric Coop	FL	Mark Maxwell, CFO Office: 800-224-4917 mmaxwell@clayelectric.com	8/19 - 8/23
Coral Gables, City of	FL	Diana Gomez, Director Office: 305-446-6800 finance@coralgables.com	3/20 - 5/23
Coral Springs, City of	FL	Alex Falcone, Director Office: 954-346-1280 afalcone@coralsprings.org	5/20 - 5/23
Davie, Town of	FL	William Ackerman, Director Office: 954-797-1050 wackerman@davie-fl.gov	9/17 - 9/27
Doral, City of	FL	Solangel Perez, Assistant Director Office: 305-593-6725 Ext. 4009 solangel.perez@cityofdoral.com	2/21 - 2/23

Exhibit 1: Witt O'Brien's Clients in Florida for FEMA PA Services

Client	State	Point of Contact	Period of Performance
Edgewater, City of	FL	James Buresh, Finance Accountant Office: 386-424-2400 ext. 1321 jburesh@cityofedgewater.org	10/19 - 10/23
Fernandina Beach, City of	FL	Ty Silcox, Fire Chief Office: 904-277-7331 tsilcox@fbfl.org	6/21 - 7/23
Gainesville Regional Utilities	FL	James Lennon, Senior Analyst Office: 352-393-1335 / Cell: 352-262-9266 LennonJ1@gru.com	12/21 - 12/24
Gainesville Regional Utilities	FL	Michael Dybeveck, Utility Project Leader Office: 352-727-2391 dybeveckmh@gru.com	12/21 - 12/24
Hernando County	FL	Helen Gornes, Grants Compliance Specialist Office: 352-540-6662 hgornes@co.hernando.fl.us	8/19 - 8/23
Indian River County	FL	Kristen Daniels, Director Office: 772-226-1214 kdaniels@ircgov.com	8/22 - 8/27
Key Biscayne, Village of	FL	Eric Lang, Fire Chief Office: 305-365-8988 elang@keybiscayne.fl.gov	4/22 - 4/25
Lauderdale-by-the-Sea, Town of	FL	Lucila Lang, Finance Director Office: 954-640-4206 lucilal@lbts-fl.gov	9/20 - 9/25
North Broward Hospital District	FL	Eric Pena, Emergency Management Director Office: 954-712-3934 / Cell: 954-712-3934 Epena@BrowardHealth.org	8/22 - 8/25
North Lauderdale, City of	FL	Kelly Schwartz, Director Office: 954-597-4714 kschwartz@nlauderdale.org	8/15 - 8/25
Oakland Park, City of	FL	Andrew Thompson, Director of Finance Office: 954-630-4203 AndrewT@oaklandparkfl.gov	8/22 - 8/25
Ocala, City of	FL	Peter Brill, Assistant Director Office: 352-629-8250 / Cell: 352-598-7245 pbrill@ocalafl.org	1/22 - 7/23

Exhibit 1: Witt O'Brien's Clients in Florida for FEMA PA Services

Client	State	Point of Contact	Period of Performance
Orlando, City of	FL	Jose Fernandez, Grants Manager Office: 407-246-2165 jose.fernandez@orlando.gov	6/17 - 12/22
Pinellas County	FL	Fredricka Collins, Manager Office: 727-464-4887 fcollins@pinellascounty.org	1/20 - 1/25
Plantation, City of	FL	Carole Morris, Assistant City Administrator Office: 954-797-2210 CMorris@Plantation.org	7/16 - 7/23
Pompano Beach, City of	FL	Kimberly Cristiano, Emergency Manager Office: 954-545-7799 / Cell: 954-242-0565 kimberly.spill-cristiano@copbfl.com	9/20 - 9/25
Ponce Inlet	FL	Kim McColl, Director Office: 386-236-2150 kmccoll@ponce-inlet.org	9/21 - 7/23
School Board of Broward County	FL	Toni Barnes, Emergency Manager Office: 754-321-3538 / Cell: 954-240-5957 toni.barnes2@browardschools.com	6/20 - 5/23
Seminole County	FL	Davison Heriot, Financial Manager Office: 407-665-7177 dheriot@seminolecountyfl.gov	5/20 - 5/23
South Broward Hospital District	FL	John Kulhanjian, Project Manager Office: 954-265-5683 / Cell: 954-931-9951 jkulhanjian@mhs.net	8/19 - 8/23
Southwest Ranches, Town of	FL	Emil Lopez, Financial Administrator Office: 954-434-0008 Ext.7473 elopez@southwestranches.org	9/21 - 9/27
St. Augustine, City of	FL	Corey Sakryd, Deputy Director Office: 904-209-4306 / Cell: 321-499-0356 csakryd@citystaug.com	8/21 - 9/23
Tampa, City of	FL	Michael Perry, Manager Office: 813-274-8211 michael.perry@tampagov.net	9/22 - 9/25

Exhibit 2: Witt O'Brien's FEMA PA Clients Outside of Florida

Client	State	Period of Performance
Alabama Emergency Management Agency	AL	4/21 - 3/23
Jefferson County	AL	5/20 - 9/23
Beverly Hills, City of	CA	7/22 - 6/25
Santa Clara, City of	CA	6/20 - 6/23
Archbold Medical Center	GA	4/20 - 4/23
Savannah, City of	GA	4/21 - 4/23
Upson Regional Medical Center	GA	4/20 - 9/23
Pottawattamie County	IA	6/20 - 12/22
Kansas, State of	KS	6/21 - 12/22
Port of South Louisiana	LA	3/22 - 3/23
Erickson Living	MD	7/20 - 3/23
Pine Knolls Shores, Town of	NC	5/21 - 5/23
University of North Carolina System	NC	4/20 - 12/22
North Dakota, State of	ND	1/20 - 1/23
New Jersey, State of	NJ	1/16 - 12/20
East Dover Fire Company #4	NJ	9/19 - 5/23
Englewood Housing Authority	NJ	11/21 - 11/22
Toms River Fire	NJ	3/15 - 3/23
Toms River, Township of	NJ	5/19 - 3/23
Albany Medical Center	NY	4/20 - 4/23
Amsterdam Continuing Care Health System	NY	9/20 - 2/23
Amsterdam Nursing Home	NY	6/20 - 5/23
Cobble Hill Health Center	NY	5/22 - 5/23
Miriam Osborn Memorial Home Assoc	NY	6/20 - 12/22
Rebekah Rehab & Extended Care Center	NY	6/21 - 1/23
Rebekah Rehab Assisted Living Program	NY	7/21 - 1/22
Richmond University Medical Center	NY	4/20 - 12/22
St. Luke Health Services	NY	11/20 - 5/23
Suffolk County	NY	7/20 - 12/22
VillageCare	NY	5/21 - 12/22
Consumers Power Inc.	OR	1/21 - 1/23
Delaware County	PA	6/20 - 12/22
Montgomery County	PA	1/22 - 7/23
Upper Dublin Township	PA	3/22 - 7/23
Tennessee Emergency Management Agency	TN	9/22 - 9/25
Galveston County Health District	TX	8/21 - 2/23
University of Texas Medical Branch	TX	1/09 - 12/22

Exhibit 2: Witt O'Brien's FEMA PA Clients Outside of Florida

Client	State	Period of Performance
Virgin Islands Public Finance Authority	USVI	11/17 - 11/22
Norfolk, City of	VA	4/22 - 7/23
King County	WA	9/20 - 6/24
Snohomish County	WA	9/21 - 12/22

3. Three years of documented experience within the last five years working with subgrantees with a damage claim more than \$25,000,000 or of similar projects of size and scope to the Town. Provide a list of organizations and a point of contact for each.

Exhibit 3 presents current projects for which Witt O'Brien's has assisted subrecipients with damage claims greater than \$25 million.

Exhibit 3: Witt O'Brien's Large Damage Claim Projects

Sub Grantee Client	State	Disaster	Point of Contact	Damage Claim Amount Managed	Period of Performance
Virgin Islands Housing Authority	USVI	Hurricane Irma Hurricane Maria	Lydia Pelle, CFO Office: 340-713-2351 Cell: 340-690-4794 lpelle@vihousing.org	\$240 million	11/17 - Present
USVI Department of Public Works	USVI	Hurricane Irma Hurricane Maria	Nelson Petty, Commissioner (Retired) Office: 340-690-5874 nelson.petty@outlook.com	\$500 million	11/17 - Present
Bay Medical Center	FL	Hurricane Michael	Dan Morgan, Manager Office: 850-818-0564 dmorgan@bayhealthfoundation.com	\$124 million	1/19 - Present
Upper Dublin Township	PA	Hurricane Ida	Jonathan Bleemer, Manager Office: 215-643-1600 Ext.3222 bleemer@upperdublin.net	\$34 million	3/22 - Present

4. Three years of documented experience working with FEMA Section 404 Hazard Mitigation Grant Program (HMGP) and FEMA Section 406 Public Assistance Program funds. Provide a list of organizations and points of contact for each.

Exhibit 4 presents the clients in Florida and other states for whom we have provided Section 406 mitigation services as part of our overall PA services in the past 3 years. The Florida contacts can be found in **Exhibit 1** above. **Exhibit 5** presents our Section 404 HMGP clients in the past three years.

Exhibit 4: Witt O'Brien's PA Clients for Section 406 Mitigation Services

Client	State	Period of Performance
Alabama Emergency Management Agency	AL	4/21 - 3/23
Santa Clara, City of	CA	6/20 - 6/23
Bay Medical Center Board of Trustees	FL	1/19 - 1/23
Clay Electric Coop	FL	8/19 - 8/23
Coral Springs, City of	FL	5/20 - 5/23
Doral, City of	FL	2/21 - 2/23
Edgewater, City of	FL	10/19 - 10/23
Fernandina Beach, City of	FL	6/21 - 7/23
Gainesville Regional Utilities	FL	12/21 - 12/24
Oakland Park, City of	FL	8/22 - 8/25
Orlando, City of	FL	6/17 - 12/22
Ponce Inlet	FL	9/21 - 7/23
Seminole County	FL	5/20 - 5/23
Wakulla County	FL	7/19 - 7/22
Port of South Louisiana	LA	3/22 - 3/23
Erickson Living	MD	7/20 - 3/23
Pine Knolls Shores, Town of	NC	5/21 - 5/23
North Dakota, State of	ND	1/20 - 1/23
East Dover Fire Company #4	NJ	9/19 - 5/23
Toms River, Township of	NJ	5/19 - 3/23
Albany Medical Center	NY	4/20 - 4/23
Amsterdam Nursing Home	NY	6/20 - 5/23
Bishop's Commons	NY	1/21 - 1/23
Miriam Osborn Memorial Home Assoc	NY	6/20 - 12/22
Rebekah Rehab & Extended Care Center	NY	6/21 - 1/23
Rebekah Rehab Assisted Living Program	NY	7/21 - 1/22
St. Luke Health Services	NY	11/20 - 5/23
Suffolk County	NY	7/20 - 12/22
VillageCare	NY	5/21 - 12/22
Upper Dublin Township	PA	3/22 - 7/23
University of Texas Medical Branch	TX	1/09 - 12/22

Exhibit 5: Witt O'Brien's Clients for Section 404 HMGP Services

FEMA Hazard Mitigation Grant Program (HMGP) Clients	State	Point of Contact	Period of Performance
United States Virgin Islands	USVI	Adrienne Williams-Octalien, Director Office: 340-778-8135 awilliams@usvipfa.com	2017 - Present
University of Texas Medical Branch	TX	Steve LeBlanc, PE, Associate VP Business Operations & Facilities Risk Management Office: 409-772-3586 sjleblan@utmb.edu	2008 - Present
Alabama Emergency Management Agency	AL	Michael Johnson State Hazard Mitigation Officer Office: 205-541-3723 Michael.Johnson@ema.alabama.gov	2022 - Present
Fernandina Beach	FL	Andre Desilet, PE, Stormwater Manager Office: 904-310-3431 adesilet@fbfl.org	2017 - Present
Toms River, City of	NJ	Paul Daley, OEM Coordinator Office: 732-341-3267 pdaley@trpolice.org	2017 - Present
Gloucester County	VA	George Bains, County Administrator Office: 804-693-4042 gbains@gloucesterva.info	2022 - Present

5. The Consultant or Firm will provide resumes for the Project Manager/team that will be assigned to the Town of Fort Myers Beach for review and approval.

In Section 5 (Statement of Qualifications), we present our proposed organization chart and bios for all proposed staff. These staff are representative of our team's qualifications and additional staff with similar skillsets will be available as needed. Resumes are provided in **Appendix A**.

6. The Consultant or Firm must have the ability to obtain and maintain liability insurance as required by the Town of Fort Myers Beach and must submit with their response, a signed affidavit from their insurance provider stating they can provide all required coverage at the levels required by the RFP.

Our Certificate of Insurance is provided at the end of this Section.

State of Florida

Department of State

I certify from the records of this office that WITT O'BRIEN'S LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 14, 2010.

The document number of this limited liability company is M10000003124.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on March 24, 2021, 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 Thirtieth day of March, 2022*



Randy Lee
Secretary of State

Tracking Number: 9223631311CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment G INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor and its sub-contractors shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract, insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 100,000 Each Accident \$ 100,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the applicant (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the The town's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	\$1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)	

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability	\$1,000,000 per Claim and Aggregate
-------------------------------	-------------------------------------

(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Additional Insurance Provisions

- A. Certificates of Insurance. Applicant shall deliver the The town Certificates of Insurance that shows the corresponding **The town Contract or Bid Number** in the Description, **Additional Insureds**, **Waivers of**

Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the Town of Fort Myers Beach

- B. Additional Insured: All insurance except Worker's Compensation & Professional Liability shall be endorsed to name the Town of Fort Myers Beach and The town's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Town of Fort Myers Beach and its members, officials, officers employees and agents.

CONTRACTOR'S insurance shall include a waiver of subrogation in favor of the Town of Fort Myers Beach and shall name the Town of Fort Myers Beach as an additional insured, to the extent of the liabilities assumed by CONTRACTOR under this Agreement.

- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes.
- E. Applicant's Insurance Primary. The insurance provided by the applicant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the town or any the town members, officials, officers, employees and agents.
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured applicant. Under no circumstances will the Town of Fort Myers Beach and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- G. Applicant's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the applicant or its Subcontractors, employees or agents to the The town or others. Any remedy provided to The town or The town's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- H. Waiver/Estoppel. Neither approval by the town nor failure to disapprove the insurance furnished by applicant shall relieve applicant of applicant's full responsibility to provide insurance as required under this Contract.
- I. Notice. The applicant shall provide an endorsement issued by the insurer to provide the The town thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the applicant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the applicant under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the town may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the The town also be named as an additional insured.
- L. Special Provision: Prior to executing this Agreement, applicant shall present this Contract and insurance requirements attachments to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the applicant.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2022

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 Valent Group, LLC 3500 Blue Lake Drive, Ste. 120 Birmingham AL 35243	CONTACT NAME: Seth Stone PHONE (A/C, No, Ext): (205) 262-2700 FAX (A/C, No): (205) 262-2701 E-MAIL ADDRESS: sstone@valentgroup.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Steadfast Insurance Company	
INSURER B: Zurich American Ins Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2022 COI **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	☒ COMMERCIAL GENERAL LIABILITY			GPL8713651	10/24/2022	08/11/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Professional Liability (see attached)						MED EXP (Any one person) \$ 5,000
	☒ Pollution Liability (see attached)						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			BAP8713644-01	10/24/2022	08/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB ☒ OCCUR			SXS8598576-00	10/24/2022	08/11/2023	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☒ RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 8713648-00	10/24/2022	08/11/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Informational Purposes Only

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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Valent Group, LLC		NAMED INSURED Witt O'Brien's, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Coverage Information:

General Liability policy includes the following:
Professional Liability - Claims Made
Each Claim Limit: \$1,000,000
Contractor's Pollution Liability - Occurrence
Each Claim Limit: \$1,000,000
Transportation of Materials by Carrier (Auto, Aircraft, Vessel, Rolling Stock) Endorsement applies as follows:
Transportation Each Incident: \$1,000,000
Transportation Aggregate: \$1,000,000

Auto Liability includes the following endorsements:
MCS 90
CA9948 - Pollution Liability - Broadened Coverages for Covered Autos

Workers Compensation includes the following endorsements:
Maritime Employers Liability

Excess Liability is follow form



SECTION 5:

Statement of Qualifications

SECTION 5: TABLE OF CONTENTS

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1. QUALIFICATIONS

Unlike other firms that might have a single division working in emergency management, Witt O'Brien's is fully dedicated to developing innovative solutions to help state and local governments, communities, and businesses recover from disasters. While we are nimble enough to respond quickly to our clients' needs, we possess the depth of resources, experience, and expertise necessary to produce high-quality, reliable work.

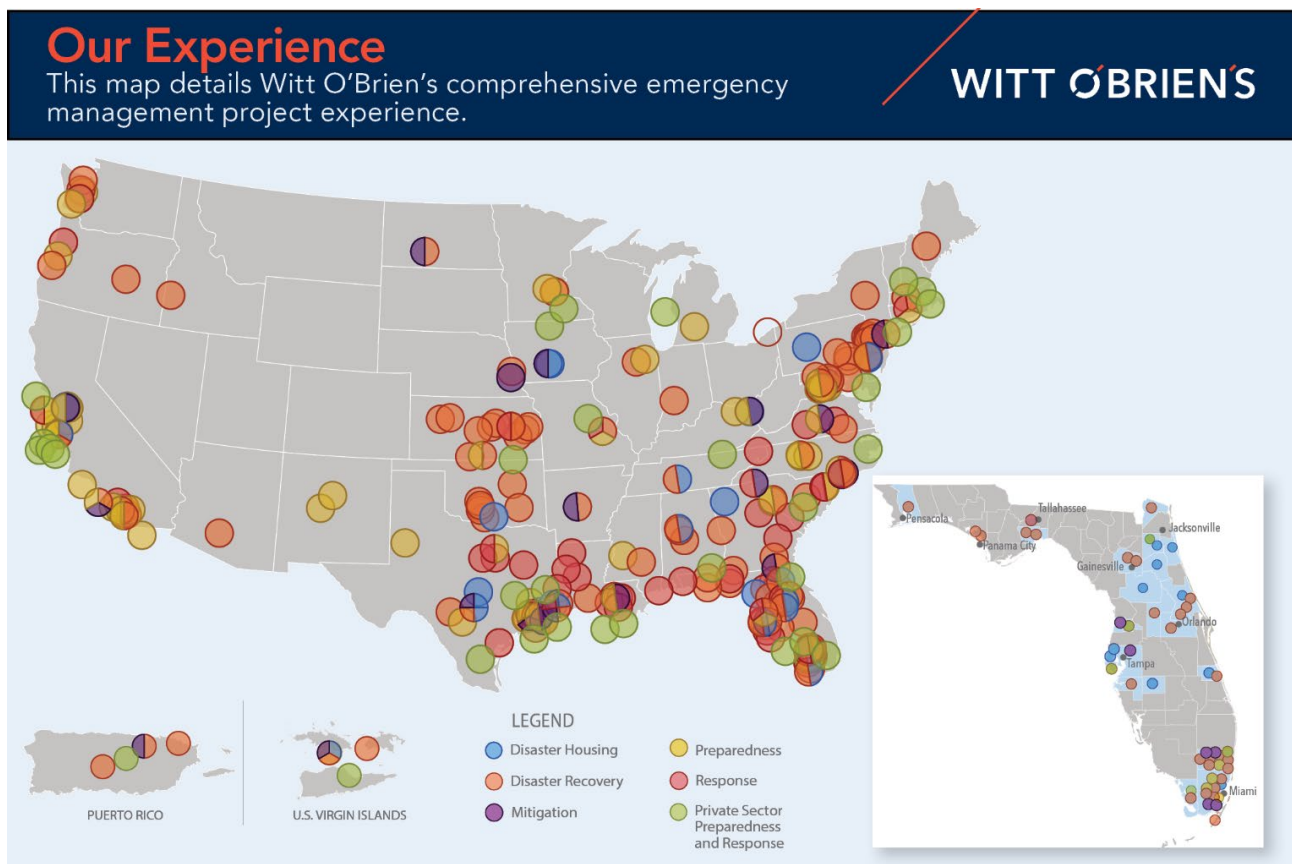
WITH YOU WHEN IT COUNTS

All of what we do at Witt O'Brien's is aimed at one overarching goal: to help the clients we serve get the help they need when they need it. To us, this means enabling them to recover and rebuild as quickly as possible, while ensuring full compliance with all state and federal requirements. As a proactive advocate for our clients with federal funding agencies, we use our knowledge of the legal and regulatory framework to help clients obtain the maximum appropriate reimbursement.

1.1 COMPANY ORGANIZATION AND HISTORY

The history of Witt O'Brien's, LLC dates back to the 2009 merger between Witt Associates (founded in 2001) and O'Brien's Response Management (founded in 1983). For more than 20 years, Witt O'Brien's and our legacy entities have supported clients in preparing for, responding to, and recovering from some of the most significant disasters in our nation's history, including hurricanes, floods, tornadoes, and winter storms (see **Exhibit 6**).

Exhibit 6: Witt O'Brien's Emergency Management Project Experience



Throughout our history, we have strived to make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats. Our grant management offerings are extensive and we have teams of experts with substantive

Witt O'Brien's has the necessary **knowledge of relevant legislation and federal regulatory requirements including:**

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and related authorities
- Titles 2 and 44 of the Code of Federal Regulations (CFR)
- Sandy Recovery and Improvement Act (SRIA) of 2013
- Disaster Recovery Reform Act (DRRA) of 2018
- FEMA PA, Hazard Mitigation Grant Programs (HMGP), Flood Mitigation Assistance (FMA), Pre-Disaster Mitigation (PDM) and Building Resilient Infrastructure and Communities (BRIC)
- Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), CDBG-Disaster Recovery (CDBG-DR) and CDBG-Mitigation (CDBG-MIT) programs
- Economic Development Administration (EDA)
- Infrastructure Investment and Jobs Act (IIJA)
- COVID-19 funding streams, including the American Rescue Plan Act (ARPA), Coronavirus Preparedness and Response Supplemental Appropriations Act, Coronavirus Relief Fund (CRF), Coronavirus Aid, Relief, and Economic Security Act (CARES), Emergency Rental Assistance Program (ERAP), and the Homeowners Assistance Fund (HAF)
- PA Program and Policy Guide (PAPPG), V4
- FEMA Fire Management Assistant Grants
- Florida State Statute Chapter 252, Emergency Management

experience developing and running programs meant to address housing, food, income security, workforce, early childhood care, public health, and a broad range of critical government functions and services.

FEMA has allowed for greater flexibility to utilize funds in a strategic approach for alternate or improved projects. Furthermore, there are additional federal and state grants programs that can be leveraged for resilient rebuilding. We have helped justify, secure, and employ **more than \$70 billion in funding across the spectrum of available sources**, including FEMA PA, HMGP, and BRIC; HUD CDBG-DR; and more recent funding sources such as the CARES Act, ERAP, and ARPA. In just the past two years, our team has provided grant management for more than \$20 billion of federal relief funding.

Our team of local government experts are prepared to work with the Town to **develop funding strategies that not only maximize FEMA disaster recovery reimbursements, but also provide targeted support to assess the broad landscape of federal funding available** to assist your team to implement the Town's recovery vision through new lenses. A new and fresh perspective to the rebuilding strategy will allow the Town council to evaluate new strategies such as community benefit agreements with provisions identified by the City Council, to either mitigate project impacts or meet the Town's post-disaster expectations and policy direction.

Leveraging our deep expertise, we find creative ways to cooperate with funding agencies and leverage the power inherent in current laws and regulations to our clients' greatest advantage.

This is the Witt O'Brien's team.

Specific results we have accomplished for our clients through our expertise include the following:

- Leveraged the Bipartisan Budget Act (BBA) rules to gain FEMA approval of Industry Standards in multiple community sectors where they were previously absent, including wastewater, water, schools, healthcare, communications, and emergency services.
- Gained FEMA's approval to fully replace hundreds of critical infrastructure components including schools, hospitals, homes for the aged, clinics, fire stations, wastewater systems and telecommunications facilities and equipment.
- Persuaded FEMA to waive the local match on the HMGP for our client communities affected by Hurricanes Irma and Maria for the first time in the history of the program.
- Completed thousands of home repairs through the Sheltering and Temporary Essential Power Pilot Program (STEP) program in one year.
- Increased our client's initial federal recovery assistance needs projection of \$7.5 billion to a total package that is now expected to exceed \$17 billion.
- Reversed FEMA's initial rejection of eligibility on high-priority projects under the BBA's Prudent Replacement rules for critical facilities. installed modular schools and made temporary repairs quickly enabling students to return to normal schooling.
- Submitted successful EDA grant applications approaching \$100 million for airport and port improvements.
- Developed and justified the initial \$7.5 billion federal assistance request for the President and Congress, which established the baseline for recovery aid.

Exhibit 7 presents the required corporate information:

Exhibit 7: Required Corporate Information

Firm Legal Name	Witt O'Brien's, LLC
Date Established	October 29, 2009
State of Incorporation	Delaware
Previous Names	Witt O'Brien's was initially established in 2009 as Witt Holdings Group, LLC. The name was formally changed to Witt O'Brien's, LLC in 2012.
Office Location	Witt O'Brien's is headquartered in Houston. We also have an office space at 190 Fruitville Road in Sarasota for on-site support in response to Hurricane Ian for disaster recovery, debris management and monitoring, and providing support remotely.
Ownership	Witt O'Brien's, LLC is now a 100% wholly owned subsidiary of Ambipar Response, a leading environmental, emergency response, and industrial field service provider with a presence in 16 countries in Latin America, North America, Europe, Africa, and Antarctica.
Key Leadership	CEO – Tim Whipple Sr. Managing Director – Greg Fenton Director, Contracts & Compliance – Cheryl Detillieu Joiner CIO – Michael Schifano Vice President, Human Resources – Michelle Pashko

1.2 PAST, PRESENT, AND PENDING LEGAL PROCEEDINGS

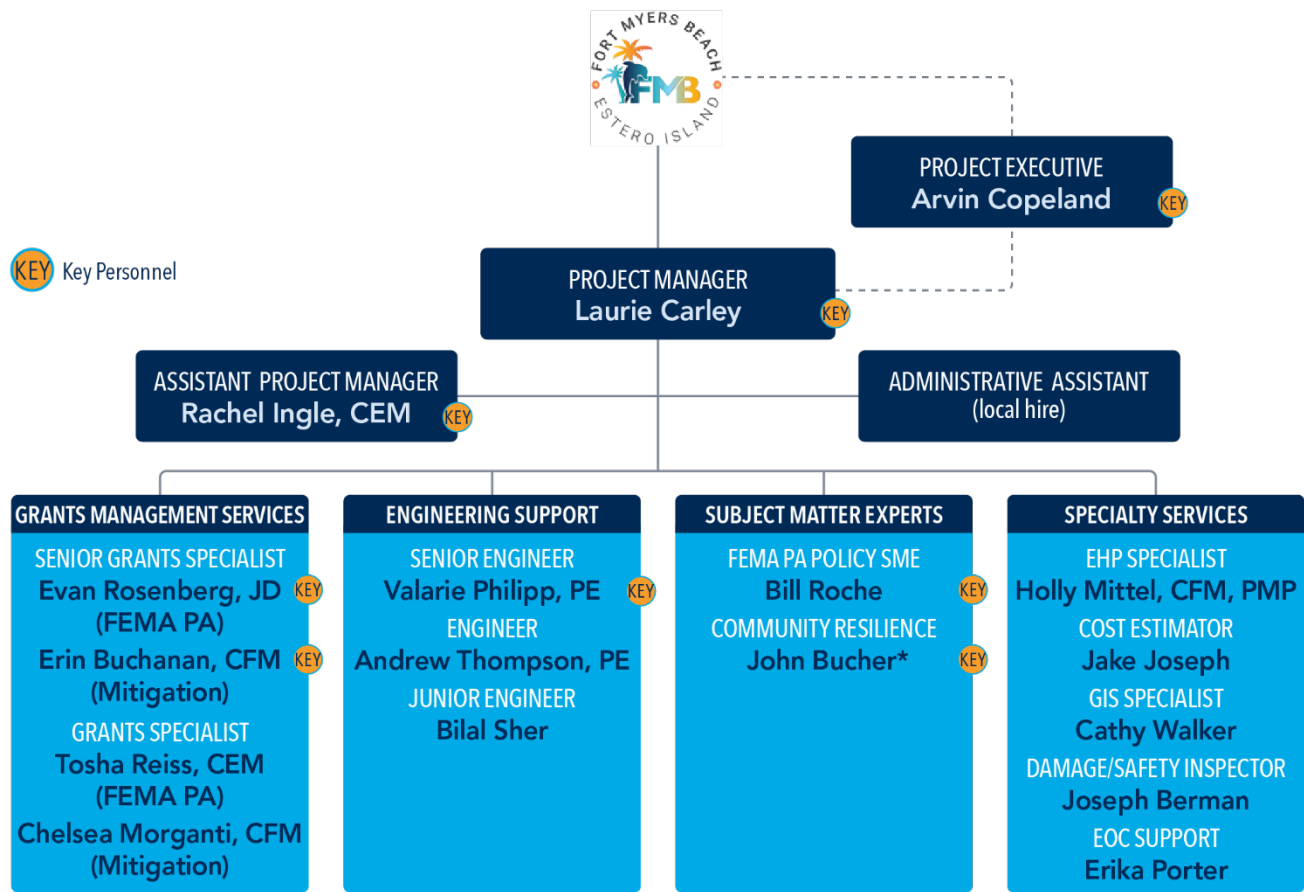
Witt O'Brien's is engaged, from time to time, in claims and litigation in the normal course and scope of its business. Litigation matters may be confidential, and the details thereof are not allowed to be disseminated to third parties in some cases. Witt O'Brien's confirms that it is not involved in currently nor has it been involved in the past 5 years with any material litigation.

1.3 PROPOSED PROJECT TEAM

Witt O'Brien's proposed team of known disaster recovery experts and specialists offer a history rich in FEMA PA and HMGP support in Florida and across the nation, important relationships with the State and FEMA, and industry best practices and lessons learned from decades of relevant experience, addressing flooding, roads, bridges, and other infrastructure.

We appreciate the Town's operational posture, the complexity of its broad mission, and we know it is challenging to manage the response and recovery from multiple disasters while also maintaining readiness for the next event. Our methodical, project management-based approach to operational planning and execution guarantees the right solutions via the right resources at the right time. **Exhibit 8** presents our organization chart.

Exhibit 8: Proposed Organization Chart



*Employee of Stantec

The Witt O'Brien's team is purpose-built to provide comprehensive support to the Town, allowing access to the right expertise and staffing to conduct the ongoing and future support needed, with surge capacity to support any new events that may occur during the course of the contract. Our proposed **Project Manager, Laurie Carley**, as well as many of our deep bench of SMEs, policy architects, engineers, cost estimators, and other support personnel, have the specialized skills necessary to provide agile, quality support for any task. ***She will be supported by our Project Executive, Arvin Copeland, a former city mayor who is very familiar with the Town's situation and plans for future rebuilding.***

Each of our selected staff meet or exceed all qualifications for their assigned role, offering the Town consistent, high-quality service. Many of our staff have been supporting Hurricane Ian recovery with FEMA PA and debris monitoring. The team presented below is ***available immediately to meet the Town's needs.***

Key Personnel:

- Arvin Copeland – Project Executive.** Arvin is a disaster response and recovery expert with more than 40 years of diverse experience. In his role at Witt O'Brien's, Arvin provides technical assistance and strategic advice on FEMA PA and maximization of FEMA reimbursement. Most recently, this includes response and recovery from Ian as well as COVID-19 cost recovery. Prior to joining Witt O'Brien's, he managed the State of Indiana Disaster Relief Fund, administering an annual budget of \$100 million to rebuild infrastructure, homes, and businesses after disasters. Over the course of his tenure at the Indiana Department of Homeland Security, Arvin oversaw a dozen major disasters. He is also a former city mayor with firsthand experience in the inner workings of a city and the stresses and concerns of a city's recovery from a devastating disaster.
 
- Laurie Carley – Project Manager.** Laurie has 20 years of experience in disaster recovery, managing client interface for the FEMA PA program. She directly managed more than \$20 million in FEMA PA for replacement of critical infrastructure and charter educational school recovery. She supported emergency field operations for 10 major hurricane disasters throughout Florida—including Hurricane Ian response in the Cities of Tampa and Venice. She has also supported emergency disaster operations throughout Florida, including in Hillsborough, Leon, and Holmes Counties.
 
- Rachel Ingle, CEM – Assistant Project Manager.** Rachel has more than 20 years of experience and is an expert on braiding funding streams, compliance testing, and implementing recovery programs, to include FEMA PA, IA, CDBG-DR, CDBG-MIT, HMA, FMA, and many of those included under the IIJA. She has supported emergency response and recovery operations for major disasters throughout Florida, including Hurricane Ian response. Rachel has led the planning effort in receiving over \$20 million in CDBG-MIT funding as well as over \$19 million in CDBG-DR funding for the municipal government. She has experience in HMGP project management, completing multiple project applications and receiving over \$5 million in funding.
 

- Evan Rosenberg, JD – Senior Grants Specialist (FEMA PA).** Evan has more than 30 years of experience, with 12 focused on assisting state and local clients with federal disaster recovery programs. Evan spent eight years at FDEM and two years at the Florida Housing Finance Corporation. As the Bureau Chief of Recovery responsible for all Recovery Operations for FDEM over the course of his career, he oversaw the administration of more than \$5.5 billion in recovery funding. For the USVI, he served as Policy Analyst Lead for the client's recovery operations across multiple programs including FEMA PA, CDBG-DR, FHWA, NRCS, DOI, and Territorial sources; as the PA Appeals Officer, he also engaged, as needed, in monitoring issues that could lead to appeals development and filing.


- Erin Buchanan, CFM – Senior Grants Specialist (Mitigation).** Erin has 18 years of experience and provides expert guidance regarding mitigation, assisting in identifying and developing HMGP projects and applications. She is an expert at connecting hazard mitigation planning to project and application development and has developed mitigation funding strategies for over \$3 billion in federal funds. She effectively uses Benefit-Cost Analyses (BCAs) to achieve acceptable Benefit-Cost Ratios (BCRs), has been instrumental in the obtainment of HMA funding, and brings experience supporting state-level hazard mitigation and work in counties and universities in dozens of states and the U.S Virgin Islands (USVI).


- Tosha Reiss, CEM – Grants Specialist (FEMA PA).** Tosha has more than 15 years of experience in disaster recovery services. She has been engaged in supporting FEMA PA for over a decade in Florida; her work within the State includes engaging with FDEM for situational awareness for all county incidents, events, training, and exercises. For Highlands County, she developed, coordinated, and maintained an effective full-spectrum emergency management program; managed over \$17 million in PA projects for Hurricane Irma. For Glades County, Tosha was responsible for grants administration oversight and reviewing and updating applicable emergency management plans, procedures, and guidelines; analyzed complex data, such as evacuation models, floodplain data, and wind probability data to create technical reports that aided in decision-making and situational awareness.


- Chelsea Morganti, CFM – Grants Specialist (Mitigation).** Chelsea has nearly 10 years of experience in disaster recovery. As the State Hazard Mitigation Officer for New Mexico, she managed 17 disaster and non-disaster HMA grants and facilitated 113 mitigation plans and projects through all sub-grant stages, from application through closeout. As a Mitigation Specialist, she provided individually tailored technical assistance to state agencies, local jurisdictions, tribal nations, and special Town/quasi-governmental applicants under the HMA program. As a Disaster Recovery Analyst for the City of New Orleans, Chelsea facilitated 383 FEMA conditionally approved demolition properties through the Code Enforcement, local historic, and FEMA EHP processes. She also tracked over \$16 million in grants, conducted site inspections of damaged properties, identified historic elements for preservation, and oversaw safe remediation and salvage of residential and commercial demolitions.



- Valarie Philipp, PE – Senior Engineer.** Valarie has more than 20 years of experience in disaster preparedness, response, and FEMA PA recovery support. She is a subject matter expert in grants management, cost recovery, FEMA disaster closeouts, procurement compliance, and appeals resolution. Valarie regularly assists government clients with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing FEMA program training initiatives. Prior to joining Witt O'Brien's, Valarie served as FEMA TAC, where she performed building damage assessments, prepared cost estimates, developed project applications, and managed building assessment teams following Hurricanes Katrina and Wilma. She also served as FDEM's Lead Deputy PA Coordinator (PAC) where she oversaw recovery programs following six declared events including supporting the Miami-Dade Metro Area with recovery efforts involving 218 municipal and private non-profit organization applicants. Valarie also worked as a structural engineer for Wiss, Janney, Elstner Associates, Inc., undertaking forensic investigations, structural analysis, repair design, construction period services, and litigation support for structural failures, construction defects, and natural disasters.


- William Roche – Subject Matter Expert (FEMA PA Policy).** William "Bill" Roche served as the Director of FEMA PA Division from 2011 to 2016. As the Senior Executive, he led the national effort for development and implementation of survivor and community-centric provisions and changes to the FEMA PA program due to the Sandy Recovery Improvement Act. These included development and implementation of the PA Alternate Procedures Pilot to reduce costs, expedite assistance, and allow applicants flexibility in the use of funds to meet their post-disaster needs, including making fixed grants (new Section 428 of Stafford Act) based on estimates, offering incentives for rapid debris removal, and providing additional tools for cost estimating through the development of doctrine and guidance for State, Tribal, and local education outreach initiatives. He currently manages the Witt O'Brien's FEMA PA and HMGP implementation services for the USVI Territory's FEMA applications (more than 265 Section 428 Fixed Capped Grants with projected funding in the amount of \$10.5 billion to date).


- John Bucher, AICP, PMP – Subject Matter Expert (Community Resilience).** John is an expert in community resilience, disaster recovery, climate adaptation, and community development with more than 20 years of professional experience. John leads Stantec's Disaster Services Program, coordinating staffing and subject matter expertise for the firm's multiple/nationwide disaster services contracts supporting state and local governments in their disaster recovery efforts. John is also Stantec's contract manager supporting FEMA's PA program. John is an avid author and presenter on the topics of resilience and climate adaptation. He was primary author for the Community Resiliency Toolkit created for FEMA Region II. The Toolkit was designed to serve as a roadmap for municipal leaders in New Jersey as they work to become more resilient.



Support Staff:

- Andrew Thompson, PE – Engineer.** Andrew has nearly 15 years of experience and has spent the past three years as the Highway Engineering Coordinator in support of the USVI's recovery from Hurricanes Irma and Maria. He managed the FHWA-ER program which currently includes 98 projects totaling \$88 million. He participated in ADR with FEMA to standardize repair scope and

associated costs for USVI roadway projects. Before joining Witt O'Brien's, Andrew was deployed from the Federal Highway Administration in Ohio to the USVI to serve in ESF-1 capacity for disaster relief following Hurricanes Irma and Maria. He was tasked with inventorying and reporting on the status of the highway network. He led a team of eight engineers in conducting damage reports and identifying over 60 sites for a total repair cost of more than \$33 million. He also served for six years as a transportation engineer for the Federal Highway Administration in Ohio.

- **Bilal Sher – Junior Engineer.** Bilal is a structural engineer with six years of professional experience. For nearly two years, he supported Witt O'Brien's disaster recovery project in the USVI, analyzing disaster-damaged structures and estimating the costs of reconstruction. Prior to that, he was an estimating coordinator for a concrete construction company, where he analyzed project specification documents, compiled project documents for review, reviewed pour sequences for cost control, and managed client relations. He is adept at using estimating software and pricing out materials, labor, and equipment for bid proposals. He also uses SAP2000, AutoCAD, and other engineering software for analysis and design of structural systems.
- **Holly Mittel, CFM, PMP – EHP Specialist.** Holly is a multi-disciplinary professional with nearly 20 years of experience in providing environmental and health expertise in disaster recovery programs. She has supported FEMA disaster recovery efforts for a vast portfolio of disasters including Hurricanes Irma, Maria, Katrina, Rita, and Ike as well as major floods. Since joining Witt O'Brien's, she has been serving as a FEMA PA subject matter expert (SME) in environmental health protection in support of Witt O'Brien's recovery efforts in the USVI. For 15 years prior, she was a FEMA PA TAC project manager and environmental protection specialist for AECOM. Holly has expertise in developing scopes of work and cost estimates and resource planning and scheduling. Her environmental expertise includes site assessments, soil and groundwater analyses, preparing regulatory reports, and executing compliant project and field activities.
- **Jake Joseph – Cost Estimator.** Jake has 7 years of experience and is an expert in FEMA's PA program, specializing in damage evaluations, cost estimation, and general construction and engineering services. He has managed and performed more than 300 site inspections for public infrastructure. His work has taken him across the country, from Maryland to Hawaii. He has served as a PA Project Specialist, Site Inspection Taskforce Leader, and a FEMA Program Delivery Manager. Jake has worked on flooding events, wildfires, and COVID-19 projects.
- **Cathy Walker – GIS Specialist.** Cathy is a GIS expert with 15 years of experience using and teaching GIS technology. She brings experience providing GIS analysis, mapping, and risk analysis products for emergency management and performs Enhanced (Level 2) Hazus-MH modeling for earthquakes, floods, and hurricanes.
- **Joseph Berman – Damage/Safety Inspector.** Joseph has 15 years of experience as a FEMA PA disaster recovery specialist, focused on Florida since 2016. He has helped federal, state, and local government agencies, NGOs, and the private sector navigate the FEMA PA program, focusing on infrastructure damage assessments through project closeout. Following Hurricane Irma, for Hillsborough County, he helped develop the Damage Inventory, coordinated with 36 county department representatives to conduct inspections, and uploaded all required data into the FEMA Grants Portal—including insurance requirements, resulting in a \$19.4 million award. Following Hurricane Matthew, he served as State Project Coordinator and State Project Specialist working with Duval County and Jacksonville Electric Authority. He also provided FEMA PA support after Tropical Storm Debby, Hurricane Isaac, and Hurricane Matthew.

- **Erika Porter – EOC Support.** Erika has 5 years of experience in emergency management preparedness and response. She specializes in developing and conducting drills, emergency management plan updates, and emergency notification systems and capabilities. She comes from a law enforcement background and is familiar with ICS, NIMS, and risk management processes. She first developed her skills as a Tribal Administrator, AmeriCorps Disaster Responder, Fire Volunteer, and Tribal Emergency Manager.

2. APPROACH

Our approach to disaster recovery and mitigation services is to work in partnership with the Town to maximize use of FEMA PA funds, hazard mitigation funds, and other federal disaster recovery funding to improve quality of life for residents and bolster the tourism economy. Our goal is to assist the Town in achieving its new vision to leverage federal funding to not only rebuild, but also address long-standing community issues related to infrastructure improvements, land use planning, community development, affordable housing, and beach improvements.

Throughout our support, we will work with you to find creative ways to leverage our comprehensive understanding of funding agency programs to the Town's greatest advantage. Our disaster recovery specialists can assist with ensuring all available funding sources have been explored and that hazard mitigation opportunities are incorporated when available. For example, with the availability and use of more recovery and resiliency funding, large infrastructure projects can include a multitude of federal program funding streams. These "braided" projects each have their requirements, necessitating an understanding of how to weave these sources together most effectively. Our staff are also experts in understanding the complexity of duplication of benefits and the potential pitfalls, while having the expertise to also prevent any duplication.

Throughout execution of these services, our staff will stay abreast of current and evolving policies and doctrine that may impact management of FEMA grants funding. Examples of policies that may impact the Town include:

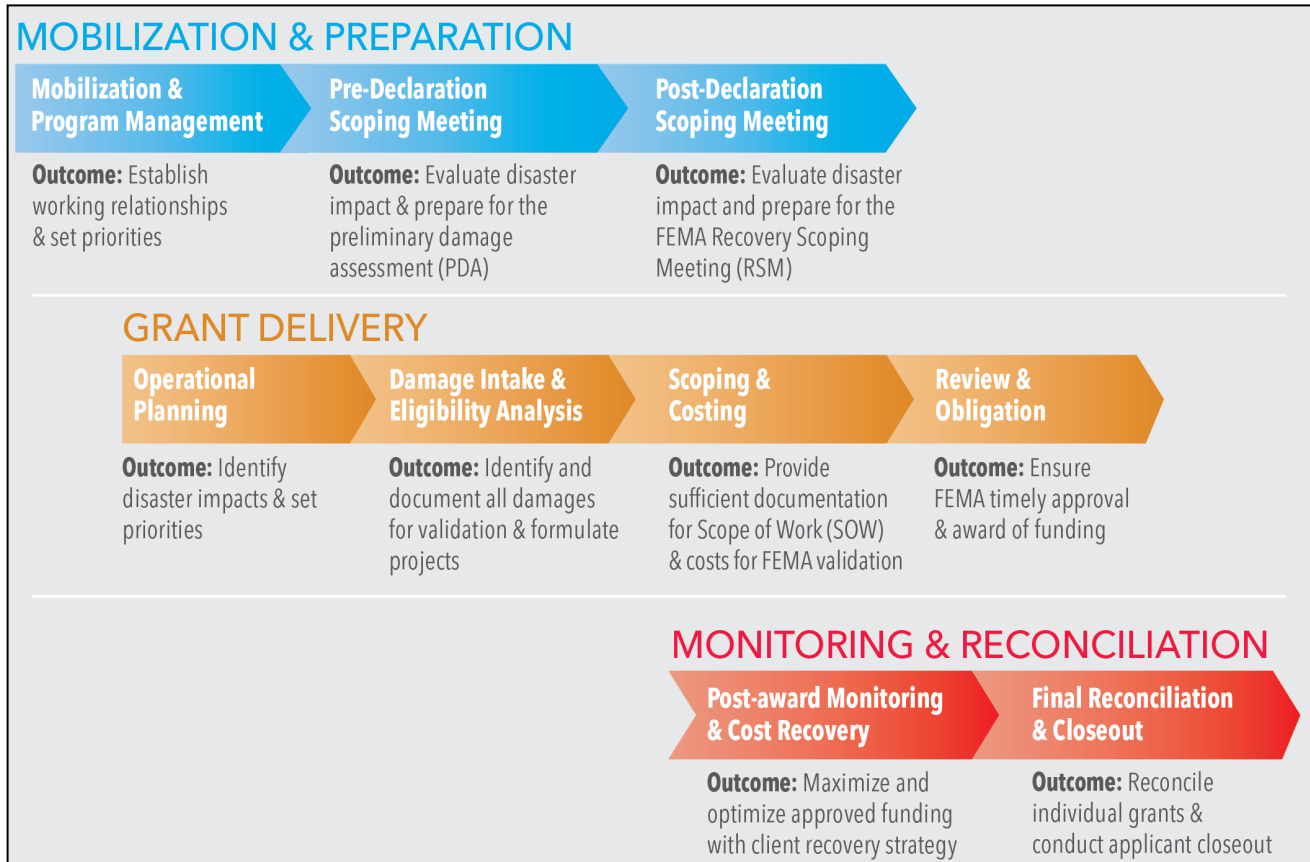
- **Large Project Threshold** – In August 2022, FEMA published a final rule to increase the "small project" for the PA program to \$1 million. Once finalized, this policy will supersede guidance pertaining to Small Projects in the PAPPG and will establish additional policy. This will allow for more projects that can forgo the administrative burden of validating all costs, reducing the burden of documentation, quarterly report submission and review, and a longer closeout process.
- **New PA Program Delivery Guidance** – The upcoming Public Assistance Program Delivery Guide, currently in operational draft, establishes a framework for Applicant-driven, state-led, and federally supported delivery of PA. This may impact the process a recipient or subrecipient would follow in applying for PA funding.
- **Management Costs** – Under the DRRRA, Recipients can be reimbursed 12 percent of the total award for management costs, of which the subrecipient will get 5 percent. We are fully versed in management costs policy and will ensure that the Town – as a subrecipient – maximizes its use of the 5% funds to its fullest advantage.

2.1 APPROACH TO FEMA PA SERVICES

Our technical approach to FEMA PA grants delivery support follows FEMA's PA grants management lifecycle. Converting disaster costs into submitted grants follows a prescribed process, and our interactions with your team will be framed within that process, driving the tasks necessary to meet the fundamental requirements. Our knowledge of the process allows us to take necessary steps to avoid common pitfalls, reduce funding delays, and maximize reimbursement funding. We believe our insights and ability to anticipate issues provide better outcomes and will best meet the needs of the Town, while also exceeding the requirements of the RFP.

The FEMA PA process consists of some overarching tasks that must be completed to access all available funding in Categories A and B, and to get assurances so the Town can engage in permanent project work in the additional categories of PA. At the heart of the phases outlined below – Mobilization & Preparation, Grant Delivery, and Monitoring & Reconciliation – is an approach to grants management designed to maximize the amount of funding the Town receives. **Exhibit 9** summarizes the FEMA PA process.

Exhibit 9: FEMA PA Process Summary



MOBILIZATION & PREPARATION

Mobilization & Program Management

Outcomes:
Establish working relationships & set priorities

Our industry best practices ensure we are guided by a Program Management Framework from kick-off through closeout and audit support. The agreed-upon processes and schedule from the kick-off meeting will be documented in our Project Management Plan (PMP), an industry best practice, which will serve as the roadmap for management of the project, particularly the full PA support in grants delivery, monitoring, and reconciliation. The PMP will identify high-level tasks, activities, deliverables, milestones, the schedule, and staffing plan. It will provide the basis for monitoring, controlling, and reporting on the work deliverables, including the comparison of planned vs. actual schedule, costs, and work accomplished.

Pre-Declaration
Scoping Meeting

Post-Declaration
Scoping Meeting

Outcomes: Evaluate disaster impact & prepare for the preliminary damage assessment (PDA) and the FEMA Recovery Scoping Meeting

Conduct Detailed Review of Existing Policies and Procedures

Compliance with current federal procurement guidelines is paramount for maximizing access to and maintaining PA funding. Financial compliance issues often arise from inadequate documentation and violations of federal procurement rules. Our focus is to review relevant procurement policies, procurement documents, and activity tracking mechanisms that were in place during the disaster, such as pay policies, purchasing policies, bid documents, standard contracts, work orders, and time/equipment logs. Our staff has the expertise to provide advice and guidance on elements that may need revision for better alignment with Federal and State of Florida requirements. This can include setting up conference calls or in-person meetings, as feasible, to exchange information and documentation necessary to begin grants formulation. Other areas include review of pay and purchasing policies, standard operating procedures related to disasters, time and activity tracking mechanisms, and history of disaster recovery with FEMA.

To support FEMA documentation requests, our staff will ensure the Town has the needed information to upload into the FEMA Grants Portal. The process involves retaining year-round documents, such as purchasing policies, pay policies, bargaining agreements, and insurance policies in place at the time of the disaster. Additional documents that must be maintained include Force Account and Contract Work summaries for work already complete and detailed scope and estimates for work yet to be completed. The remainder of supporting documents include details on all internal or contract activities with a heavy emphasis on the procurement of goods and services.

GRANT DELIVERY

Operational
Planning

Outcomes:
Identify disaster impacts & set priorities

During this phase, we will assist the Town in officially beginning the grants application process to document damages and pursue recovery funding. The following paragraphs describe additional activities to best prepare the Town for the application process.

Witt O'Brien's will coordinate a discovery meeting, virtually or in-person, to discuss goals for the partnership. These may include financial reimbursement goals under FEMA's PA program, recovery goals for the community, resiliency goals for the community, or other goals related to program administration. This discovery meeting will establish operational procedures, provide access to Town systems of record, and identify any other expectations and requirements the Town has for Witt O'Brien's support. This discovery meeting also includes an assessment of other grants programs the Town intends to pursue.

Submit Request for Public Assistance (RPA)

After the discovery meeting, Witt O'Brien's will assist with preparations to receive PA funding. This involves ***submittal of an RPA to FEMA, through FDEM, or directly into the Grants Portal***, if necessary. This step must occur within 30 days of the respective area being designated for PA in the declaration and the occurrence of the Applicant's Briefing. The RPA is the form used to apply for the PA program, and once approved, preparation for the project formulation and grants management phases of project applications (formerly called Project Worksheets) will begin.

An initial priority of Witt O'Brien's will be to provide technical assistance, programmatic guidance, and training to officials and/or recovery staff regarding the substantive and procedural requirements of FEMA's PA Program. To ensure all project formulation and grants management functions are completed to support requirements, including the timely reimbursement of funding from FEMA via the recipient, Witt O'Brien's will ensure the Town has available expertise through our Project Manager to provide assistance, guidance, and training on FEMA's current requirements for eligibility and funding.

Establish Program Processes and Systems

As a result of our review, we will work with the Town to finalize and document the processes by which the PA program will be executed. A key element will be the processes for obtaining, analyzing, and gathering field documentation (including procurement of goods and services, timekeeping, force account labor and equipment, and debris monitoring). We will also assist in correctly developing processes for routing eligible expenses.

As part of our Program Management Framework, we will coordinate with the Town to determine the most appropriate data management system/processes for cost tracking, progress reporting, and document retention. This will include in-progress reviews, as required, to keep the Town current on project progress. We are experienced at adapting to and using a variety of systems, processes, and procedures. Regardless of the process used, we will work with you to implement a robust file-keeping and organization process from Day One of our engagement.

It is important to note that many of these steps are prescribed by FEMA and are somewhat systemized in the FEMA Grants Portal. We have daily experience using the Grants Portal, and it will serve as the formal submission of applications, project information, and key documentation for FEMA's assigned Program Delivery Manager (PDMG) who will help shepherd projects at FEMA's Consolidated Resource Center (CRC) to reimbursement.

Establish Priorities for Damage Inspections

These priorities will be shared with FEMA during the Recovery Scoping Meeting (RSM). Part of the prioritization should focus on critical infrastructure that might require constructing temporary facilities for essential services to remain operational. In addition, we will analyze the collected damage documentation to identify those facilities/locations that might need additional information to justify eligibility during Phase 2 of the FEMA process.

Prepare for Recovery Scoping Meeting (RSM)

FEMA typically conducts an RSM for the following purposes: (a) review damages and impacts, (b) begin gathering documentation, (c) begin developing a list of projects, and (d) review priorities. This is expected to be more granular than the discovery meeting. It is essential to be prepared for this meeting and to discuss the strategies you wish to employ with respect to mitigation early in the process and the RSM is a good venue to discuss this.

This meeting will focus on compiling disaster-related damage impacts and cost estimates, which will be submitted in an initial Disaster Summary Outline (DSO) to FDEM for state rollup, or to support a joint state and Federal Preliminary Damage Assessment (PDA), if not already completed. A comprehensive reporting of damages and costs is especially critical during the PDA process, since obtaining a Stafford Act Major Disaster Declaration for FEMA PA is not always automatic, depending on the magnitude of the disaster. It requires the State and the Town to meet mandatory cost thresholds based on per-capita indicators. ***The Town should capture every potential dollar of***

damage-related costs to ensure nothing is overlooked or excluded from the PDA to support the request for disaster declaration.

Once the Damage Inventory (DI) is prepared and uploaded into the Grants Portal, our team will work with the Town to triage the list of damaged facilities/locations to schedule and assist with damage inspections.

Damage Intake & Eligibility Analysis

Outcomes:

Identify and document all damages for validation & formulate projects

The purpose of this action is to capture and document all applicant incident-related damages and provide enough information so that FEMA can effectively validate the DI and determine damage eligibility with minimal rework in the process; not to be confused with damage assessments related to disaster declarations. This is often done through site inspections (for work to be done) and data collection (for work already completed). The Witt O'Brien's team will then assist in the development of the Damage Description and Dimension (DDD) documentation. Agreement from the Town and FEMA on DDDs then initiates the project formulation process.

Develop DDDs

Witt O'Brien's staff are highly trained in the preparation of detailed DDDs, including the Essential Elements of Information (EEI). The EEIs consist of two important components: questions and required documentation. Relative to each project formulated, our team will work directly with the department and/or individual responsible for oversight of the work, or for gathering the required supporting documentation, to complete the EEIs. For work already completed (e.g., Category A and B), teams will collect data on contractor invoicing, billing, and other essential documentation that will define the eligible damage and approved costs for that project.

It is critical during the damage inspection/assessment process that there is a focus on potential environmental requirements applicable to the area of damage to get a head start on meeting the FEMA National Environmental Policy Act (NEPA) requirements. In addition, a focus on possible hazard mitigation opportunities should be recorded site by site, combining the damage-related impacts with cost-effective mitigation early in the process to prevent similar damage from another event.

Finalize Damage Inventory

In close coordination with the Town, Witt O'Brien's staff will work with each affected department to collect data and enter relevant information into the Grants Portal. Key information pertaining to disaster impacts includes specific site or facility damage information and data collection. In some cases, this requires cost information for emergency response and temporary repair cost data, including video and/or photographic information, Town payroll policies, procurement and contracting documents, mutual aid agreements, invoices, labor contracts, and insurance policies.

Scoping & Costing

Outcomes:

Provide sufficient documentation for Scope of Work (SOW) & costs for FEMA validation

In the FEMA Scoping and Costing process, the FEMA CRC will be responsible for validating SOWs and cost estimates, whether or not the applicants and subrecipients provide their own estimates. The process is most successful when applicants and subrecipients can first provide a cost estimate based on what they believe to be the budget to reasonably perform the approved SOW. The Witt O'Brien's team has the expertise necessary to develop SOWs and cost estimates ***with a focus on maximizing***

funding and providing necessary resources to build back stronger. It is often through eligibility justifications that we knit together the pieces of information into a single narrative to “tell your story.”

Document and Substantiate Compliance

One of the many challenges with obtaining and keeping FEMA PA funding is demonstrating compliance with all procurement processes set forth in Title 2 CFR Sections 317-326. This demonstration of compliance is critical during FEMA’s post-award and closeout activities, including audits performed by the Department of Homeland Security’s Office of Inspector General (OIG). Witt O’Brien’s brings extensive experience in demonstrating, documenting, and substantiating compliance with federal procurement requirements, particularly if emergency/exigent circumstances were necessary for lifesaving and/or public health emergency conditions. Substantiating these processes at the beginning of the funding justification phase will reduce FEMA’s Requests for Information (RFIs) and assist in the timely obligation and reimbursement of all emergency costs incurred.

Another common delay in obtaining funding from FEMA is the necessity to demonstrate emergency overtime costs for personnel, additional hiring of emergency personnel, and that reassignments of personnel were performed consistently with your labor policies. Like the procurement procedures noted above, Witt O’Brien’s brings extensive experience in demonstrating, documenting, and substantiating compliance with a subrecipient’s (applicant’s) labor policies for the extraordinary labor costs incurred during the emergency.

FEMA will need to confirm its funding is not duplicating benefits from other sources. Witt O’Brien’s will assist in addressing the potential duplication of benefits from other federal and non-federal sources. The team will assist in substantiating actual or other potential funding sources, ensuring no duplication exists.

Witt O’Brien’s has extensive experience in detailing expenses with the information needed to identify the transactions in the Town’s financial system and be able to move the expenses to the Town’s grand fund.

Witt O’Brien’s also tracks costs to ensure no duplication of benefits occurs.

Conduct Project Formulation

Project formulation is the action taken to methodically combine multiple damaged facilities or locations into a single project application, usually based on types of similar damage and functions. In alignment with the Town’s priorities for recovery, we will coordinate with all departments and offices to triage all DDDs and determine the opportunities that will be most efficient when deciding how to logically group the facilities to best meet your recovery objectives and maximize funding. These decisions will be consistent with how the Town plans to perform the restoration work, via contract or self-perform with the Town workforce. Our extensive knowledge and experience will help the Town address its priorities for recovery.

Manage Voluntary Resources and Donated Goods

Witt O’Brien’s will assist in the identification of potential voluntary resources and donated goods that might have been available during the emergency response. The documentation and substantiation of voluntary resources and donated goods might be eligible to reduce the non-federal cost share associated with FEMA funding.

Attribute Costs to Work Performed

Witt O’Brien’s ensures the cost documentation is appropriately attributed to the emergency work performed. This is an important and often initially omitted aspect of seeking reimbursement from FEMA

for the performance of emergency work. Witt O'Brien's will ensure emergency cost documentation is justified and linked to the work performed, allowing FEMA and the recipient to understand how the costs incurred were necessary and eligible.

Identify Funding Priorities

Depending upon the level of the disaster, the Town could quickly find itself in a “cash flow” dilemma. As the Damage Inventory is developed and refined, there are opportunities to identify critical areas for expedited funding. For example, the Town might need to identify emergency work for which it wants to prioritize the application process and expedite reimbursement. The Town could also want to prioritize the process for temporary facilities that are critical to maintaining operations vital to public health and safety.

Based on the level of damage information, we will begin discussions regarding interest in participating in FEMA's Section 428 fixed capped grants program, identifying where it can have the most positive effect through flexible use of the grants funding upon award. Our staff will also monitor other funding opportunities and closely coordinate with the Town to pursue supplementary funding options, as not all costs will be eligible for FEMA PA funding. We will be focused on identifying any funding sources that might become available, maximizing the total assistance available.

Conduct Quality Assurance and Quality Control

Disaster recovery work is filled with pressures—pressure to do the work fast and do it right (all within a context that is new)—and myriad rules and regulations. Witt O'Brien's will support the Town in maintaining supporting documentation, reviewing requests for reimbursement, monitoring compliance, and responding to other requests until all projects are fully reconciled and closed out.

As the various requirements of costs and projects are finalized, Witt O'Brien's will provide quality assurance and quality control (QA/QC) reviews of all cost documentation, work performed, and other eligibility requirements. This QA/QC process will ensure the projects include a thorough explanation of the emergency situation, the requirements for the emergency work, the itemization of costs incurred, and the substantiation of eligibility as described above. This will again ensure all FEMA reviewers deployed to the field, assigned to the FEMA Regional Office, working from a CRC, or working in FEMA Headquarters understand the request and can have confidence that all eligibility requirements have been documented, substantiated, and explained in a manner FEMA understands.

Develop SOW and Cost Estimates

We typically encourage our clients to prepare their own SOWs and cost estimates for CRC review and will assist in this effort. The SOW will be developed based on the DDD and will describe what the applicant will undertake to address the eligible damages. These costs will be based on actual costs (if the work is completed) or estimates for work to be completed. We will develop project applications using adjuster and engineering reports; review procurement documents; adjust for anticipated insurance based on policy schedules; analyze invoice and backup documentation; attend site visits, as needed; participate in meetings to review generated documents; address any eligibility-related issues; and identify hazard mitigation opportunities. We will assist the Town with identifying and collecting the relevant documentation including design requirements, applicable codes/standards, EHP assessments, and permits.

Identify 406 Hazard Mitigation Opportunities

Witt O'Brien's will ensure that specific Section 406 risk mitigation measures are considered during project formulation for all permanent work category projects. In addition, we have staff who are

specialists in working with both Section 406 Hazard Mitigation and Section 404 Hazard Mitigation Grant Program (HMGP). Our team will provide technical assistance to the Town with the goal of ensuring the highest success rate possible in identifying and securing Federal funding and cost shares for mitigation.

For 406 projects, we will assist with identifying eligible mitigation projects at the time the project is in initial formulation and through the scope and costing phase for the damaged facility. We will review each SOW for permanent projects to determine whether mitigation measures are warranted, work closely with FEMA and FDEM to address questions, attend meetings and site visits to resolve issues, perform the BCA, and facilitate the compilation of supporting documentation.

We have found that often, vendors, localities, and states know what 406 mitigation means but have difficulty operationalizing the benefit. It takes the right people to get added 406 funding. We always like to have a civil engineer at the ready to help our teams look at infrastructure with an eye toward future threats. For example, with respect to buildings, every window, roof, gable, foundation, utility placement, and landscaping need to be examined closely for upgrading to prevent future loss.

Support Special Considerations

Witt O'Brien's brings qualified staff to support all special consideration activities, such as historic preservation, environmental and floodplain compliance, and insurance considerations, which can all trigger requirements for additional data.

- **Historic preservation:** Under Section 106 of the National Historic Preservation Act of 1966, FEMA will have to conduct a Section 106 review if a federal project has the potential to affect historic properties. We bring experts in the Section 106 consultation process who can support the Town in negotiations with the State's Office of Historic Preservation and other regulatory agencies involved in the funding compliance process.
- **Environmental requirements:** Under Section 102 of the NEPA, FEMA considers the environmental impacts of the proposed repair, restoration, and mitigation solutions. These will be addressed by an engineer/architect in the planning process in most cases, if needed. FEMA can offer alternatives to proposed solutions to help ensure compliance in this process.
- **Floodplain requirements:** FEMA has developed an eight-step decision-making process for addressing the floodplain management requirements of 24 CFR 55.20. Our staff has successfully supported clients in complying with FEMA's floodplain management requirements—we are ready to support FEMA's eight-step decision-making process, consider adverse impacts on 100-year floodplains, make Special Flood Hazard Area determinations, and assist with National Flood Insurance Program issues.
- **Insurance:** By law, FEMA cannot provide funding when an applicant has another source of funding such as insurance, referred to as a Duplication of Benefit (DOB). We will assist the Town with reviewing its insurance policies and insurance proceeds for insured losses. We will analyze and include insurable (including business interruption) and non-insurable flood and wind damages in projects to prevent submitting funding requests for insurable losses that would be DOBs. This step includes ensuring that the correct apportion of proceeds is made to a project where any blanket or settlement payments have occurred.

Assess Use of Section 428 Projects

Section 428 of the Sandy Recovery Improvement Act established Fixed Cost Offers (FCOs) that eliminate previous restrictions and penalties for using funds for Alternate or Improved Projects. Using FCOs provides applicants with greater flexibility in using the funding to repair and/or rebuild after disasters.

Fixed Cost Offers (FCOs) under Section 428, when accepted, allow the Applicant tremendous flexibility in using funds to better meet overall recovery strategies through consolidation of multiple FCOs under one aggregate budget shared across facilities.

We will work with FEMA and the Town to develop individual cost estimates/budgets for the damaged facilities with a focus on accepting the individual FCOs and then consolidating the Section 428 projects as one aggregate funding source to be shared across all the facilities.

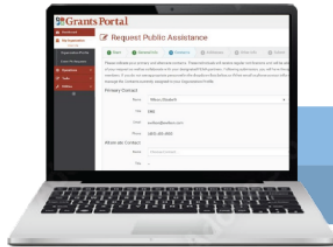
This option is most effective when there are multiple damaged facilities or infrastructure (e.g., school campuses, government corporate yards, road infrastructure). This provides an opportunity to consolidate funding across all the facilities as one aggregate budget and create an alternative scope beyond the initial basis of the Section 408 funding. Our personnel helped develop and implement these nationally and, therefore, are ready to assist Town staff in understanding when best to participate in this program option.

There are certain risks and benefits with Section 428 projects. Since FEMA obligates the funding based upon an estimate, there is a certain reduction of time and resources spent seeking FEMA approval for project execution scope changes, and if the project is completed below the estimate, the Town can keep the excess funding and commit it to another recovery project. ***But unlike traditional PA, cost overruns are not eligible for additional obligations of funding under Section 428.***

Once the cost documentation has been compiled, substantiated, and formulated into projects, the Witt O'Brien's team will load the project application into the Grants Portal. We have extensive experience working with FEMA's Grants Portal system in support of recipients (grantees) and subrecipients (subgrantees/applicants) (see **Exhibit 10**). Witt O'Brien's can ensure efficient, streamlined project submission to FEMA and address the pre-award procedural requirements the recipient might have per the State Administrative Plan.

Exhibit 10: FEMA Grants Portal Experience

Our FEMA Grants Portal Experience



2014

Witt O'Brien's experience began while supporting the State of Iowa with recovery from major floods.

2016

FEMA implemented a partial roll-out for specific components which we used during Hurricane Matthew in Georgia.

2017 to Present

We used Grants Portal during our support on projects across the country for both natural disasters and COVID-19. Periodic updates to enhance, clarify, and improve functionality for users from the Applicant, State, and FEMA perspective so we are continuously adapting to the Portal operating versions with a great deal of success.

PILOT
PHASE

PARTIAL ROLL-OUT
PHASE

OFFICIAL ROLL-OUT
PHASE

Review & Obligation

Outcomes:

Ensure FEMA timely approval & award of funding

FEMA quality assurance teams will review eligible projects in preparation for obligation. The Witt O'Brien's team has established relationships with FEMA and have assisted clients in securing billions of dollars in recovery funds. These relationships help us influence conversations on eligibility issues and set up facilitated discussions to resolve issues, which minimizes reliance on the appeals process to resolve issues. Support in this phase will consist of:

- Ensuring applicability of Section 428 funding when it is most advantageous for the Town (and subrecipients)
- Ensuring FEMA's final reviews are completed and monitor FEMA's timely approvals
- Timely response to RFIs for EHP review
- Proposing insurance apportionment that is in the best interests of the Town
- Checking for potential duplication of benefits by coordinating insurance claim submission and tracking in relation to projects submitted to FEMA

Witt O'Brien's will support the Town in rapidly and efficiently responding to any RFIs or addressing procedural requirements. FEMA may subsequently establish guidelines to keep the projects moving through the review queues to final approval. We will assist in tracking, coordinating, responding to FEMA and/or FDEM RFIs, and managing delivery of the relevant information to ensure the FEMA CRC has enough information for either validation of project estimates or scoping and costing by CRC staff. As needed, we will assist the Town in providing FEMA with information necessary to conduct reviews for insurance, EHP, mitigation, and audit compliance.

Through our QA/QC process, Witt O'Brien's ensures that applicants adequately describe their recovery cost story so that the FEMA CRC fully understands costs and the nexus of the disaster. Too often, we find that the FEMA CRC and applicants engage in a "back and forth" RFI process that only serves to delay critically needed funding.

This is probably the shortest and simplest phase, and yet it is the most critical, as ***it triggers the Town's ability to effectuate recovery.*** Projects over certain thresholds (more than \$1 million Federal share) go through additional queues and congressional notifications—including, in some cases, the Office of Management and Budget and even the White House. These notifications can sometimes be held up for weeks or months. Our team is familiar with the requirements and will leverage our FEMA experience to keep the Town's projects flowing through the approval process. When requested, we will also assist the Town with development of scope and bid packages.

Thinking about and preparing for project closeout should begin immediately after the first dollar is obligated and continue throughout the grants lifecycle. This underscores the need to implement good document management and maintenance of comprehensive and auditable project documentation, in accordance with FEMA and OIG requirements and recommendations. Effective grants management and cash flow maximization depend on regular review of projects with priority adjustments, and real-time financial management that monitors obligations and tracks payments.

MONITORING AND RECONCILIATION

Post-award Monitoring & Cost Recovery

Outcomes:

Maximize and optimize approved funding with client recovery strategy

Once project applications have been obligated by FEMA, the funding will be available for drawdown by the recipient and disbursement to the Town. The process for requesting reimbursement from the State will be in accordance with the State Administrative Plan. Witt O'Brien's brings extensive experience in the post-award phases of the PA program, including the Request For Reimbursement (RFR), implementing grants management tools and systems to attribute disbursed funding from FEMA and the State to eligible projects and costs incurred, completing timely reporting, justifying requests for time extensions if necessary, and other grants management functions. Based on the thorough and accurate justification of eligibility described in the previous work, the post-award RFR process should be streamlined, ensuring timely reimbursement of eligible funding.

Monitor Project Compliance

We will coordinate closely with Town departments to track allocations and project expenditures to ensure minimal lapse of time between expenditures and the receipt of reimbursements. As projects are completed, we will work with the Town to conduct preliminary reviews of documents and files to provide assistance and oversight to facilitate and ensure appropriate progress payment requests can be made.

The final reconciliation of costs can then be recognized across affected departments and budgets. We will help ensure that the information collected for reimbursement aligns with the eligible SOW. In some cases, we might identify issues—such as a variation in scope or procurement irregularities—that indicate potential difficulties with seeking reimbursement. We will work with the department that generated the expenditure to justify and support any changes that can be addressed through codes and standards or similar published guidance such as industry best practices, journals, past precedents, and FEMA databases.

Support Quarterly Reporting

Witt O'Brien's will create and maintain quarterly reporting of outstanding PA applications and cash management reports. These reports will also provide insight into the flow of funds for the Town. We will submit all required reporting to FDEM quarterly and provide updates, as needed, to ensure the Town receives all funding in a timely manner and does not stall because of administrative tasks.

Address Time Extensions and SOW Changes

Some disasters create substantial damage that results in longer, more complex reconstruction processes and periods. In such cases, the applicant might need to request time extensions to the period of performance for certain projects. The process requires written requests detailing reasons for the delay, remaining funds available, a critical path chart, and a plan and schedule for completion of construction work. Our staff will help craft the requests, ensuring they are complete and compliant, and will make a recommendation to FDEM regarding pursuit of the extension with FEMA or other funders, as appropriate.

Document Management

Our personnel are specifically trained to ensure all documentation is organized to justify project expenditures per the approved SOW, and to do so in a format that meets FEMA and State requirements.

Similarly, the initial SOW prepared by the Town or FEMA may need to be changed for reasons such as newly uncovered damages, triggers for additional work by codes and standards, or repairs becoming more complex and costly than originally projected. This process also requires written requests detailing the scope items at issue, what triggered the need for the scope change, the dollar value associated with the scope change, and a proposed updated damage description and scope. We will assist with preparing the supporting documentation for the changes required, along with justification to prove that they are a direct result of the disaster.

Final Reconciliation & Closeout

Outcomes:
Reconcile individual grants & conduct applicant closeout

Through our experience, we know what FEMA has approved historically and what it has deemed ineligible. We have also kept pace with the flurry of PA program changes related to COVID-19 and other disasters. Having a thorough and fully substantiated set of projects, as described above, will provide a strong basis to explain prudent use of public funding to the general public during audits, internal reviews of financial and grants management, and any other external financial reviews. Witt O'Brien's will be available to support the Town during these reviews and audits based on our extensive experience in participating in these activities and resolving findings.

If work performed or costs incurred are deemed ineligible by FEMA, Witt O'Brien's will assist in the appeals process as set forth in Title 44 CFR Section 206.206. ***Our personnel have extensive experience in all phases of appeals under FEMA's PA program.***

Manage Project Closeout

Project closeout is the reconciliation and review of all documentation, project sites, and payment requests following the completion of work associated with each project's final actual cost claim. The closeout process will start when the Town notifies FDEM that the project is completed through quarterly reporting data and submit a written request for a project closeout.

We understand the complexity of this process and will help the Town ***navigate the full closeout process***, including preparing project funding requests; developing closeout packages; reconciling final funds; presenting copies of required permits, exemptions, waivers, bid documents, change orders, project filings, or other documents; reconciling accounts to justify claims/payments; recommending project version be prepared for unanticipated changes in scope or cost; conducting final site inspections; and representing the Town in exit conferences with the State and FEMA.

Our recovery teams typically establish a checklist-driven workflow to address closeout. Some common issues that impact the ability to close a project can involve:

- Open appeals or arbitration cases
- Problems with a validation of invoices related to vendor support
- Inability to demonstrate completion of work
- Subrecipient cannot demonstrate the cost share was met
- DOBs, including insurance proceeds
- Cost-reasonableness
- Open audit findings and reports

- Issues with EHP compliance
- Fidelity with codes and standards
- Equipment purchased disposition
- Program income earned and not handled correctly
- Not obtaining and maintaining insurance requirements post-award

All of these issues should be anticipated such that surprises at closeout do not arise. Therefore, we are strong proponents of “close as you go” with respect to PA and HMGP grants. Checklists for state PDMGs, HMA liaisons, and others for applicants/subrecipients are the first line of defense to ensure expectations are communicated from the Applicant Briefings all the way through to closeout. ***Further, as we experienced with GOSHEP and now with the USVI closeout, the recovery and mitigation workforce should be operating under a project closeout plan developed in conjunction with the FEMA Region that provides metrics in terms of subgrants to close every month, every quarter, and every year.*** These Key Performance Indicators (KPIs) should be established during the beginning phases of a disaster and the type and complexity of the disaster is likely to define those metrics.

Prepare Closeout Documentation and Conduct Final Reconciliation

As projects are completed, we will work with the Town to conduct preliminary reviews of documents and files to provide assistance and oversight to facilitate and ensure appropriate progress payment requests can be made. Particularly during closeout and auditing, we will collaborate closely with Town staff on funding reconciliation; locating bid documents; filing reports; submitting required exemptions, waivers, or permits; and finalizing documentation for inspection.

We will assist in developing a closeout package of documentation to the State that will support the final actual cost claimed for the project. We will review claimed project costs for alignment with the approved SOW for the project including contract documents, force account labor records, force account equipment records, rental equipment, materials, permits, and procurement requirements.

Prepare for Audits

There are many oversight functions that will assess the financial performance of FEMA subrecipients over the course of several years post-disaster. FEMA and FDEM will conduct monitoring through a Single Auditor who will conduct audits involving federal funding transactions, and the Department of Homeland Security Office of Inspector General (OIG) could select the Town's PA activities to audit. If there are findings involving questioned costs as a result of this oversight, FEMA can and will de-obligate funds, which could cause financial hardship to the Town if the amount is significant. ***FDEM will review the Town's projects at 100% compliance evaluation, with a review of all documentation to account for every dollar the Town submits for reimbursement. We will ensure the Town is ready for any oversight events including audits.***

Per the requirements of the Code of Federal Regulations 2 CFR § 200.302 Financial Management, we work with our clients to create the right processes that enable FEMA and the OIG to monitor and audit all expenditures and funding receipts. Our work minimizes the potential for de-obligation of funds.

Conduct Document Retention

Our document approach will allow the Town to seamlessly organize and retain data associated with a project from preliminary damage assessment to closeout. For example, data collected (e.g., invoices, damage photos, policies, contracts, donations, and volunteer services) can be uploaded immediately

to the appropriate grants file. Information warehoused in the system of record will help the Town respond to inquiries regarding insurance claims and others while supporting project closeout and the maximization of recovery funding.

Support State and Federal Correspondence

Witt O'Brien's can provide support and advisory services to address correspondence issued by FEMA or to develop issue memoranda or whitepapers to address projects, policy, or potential insurance and appeals issues. Our team will be immediately available to address all the needs of the Town in this respect. Our **proposed Project Manager, Laurie Carley**, will engage with designated Town staff early on to identify specific needs, eligible funding streams, and other support required.

2.2 APPROACH TO HAZARD MITIGATION GRANT PROGRAM SUPPORT

Effective mitigation is more important than ever for disaster-prone communities around the country, as both the risks increase because of climate change and more funding becomes available to address those risks. The most recent study from the National Institute of Building Sciences found that for every dollar spent on mitigation, society saves six dollars. Forward-looking communities know that making the most of the limited funding for mitigation has a substantial impact on their future.

Witt O'Brien's staff and leadership have extensive experience assisting communities in applying for FEMA's Hazard Mitigation Assistance Programs, including HMGP, BRIC, FMA, CDBG-MIT, and the new component of FMA called Swift Current that allows for repetitive loss and substantial damage funding during the disaster recovery timeframe under certain disasters. Since 2001, Witt O'Brien's has provided expert 404 and 406 hazard mitigation support following the most significant disasters in our nation's history.

We focus on helping our clients capitalize on every recovery dollar and avoid questioned costs, from the implementation of a 404 mitigation checklist to extending resiliency dollars, to our audit-proven QA/QC processes. Our processes also maximize rapid FEMA application approval, allowing the recipient or subrecipient to focus on implementation of their mitigation projects, rather than defending them.

Our comprehensive approach to hazard mitigation project development and management ensures well-documented sub-applications that can be approved and funded quickly, minimizing substantive FEMA RFI comments, and ensuring subrecipients can initiate projects to mitigate their risks in a timely and effective manner.

Our team will review and analyze grants applications and submit comprehensive and complete packages for FEMA review within established timelines. These include:

- Identifying hazard mitigation opportunities
- Assisting in the preparation of sub-grant application packages and documentation, including deed restrictions, affidavits, and all official legal correspondence
- Validating grants applications for consistency with mitigation plan and state priorities

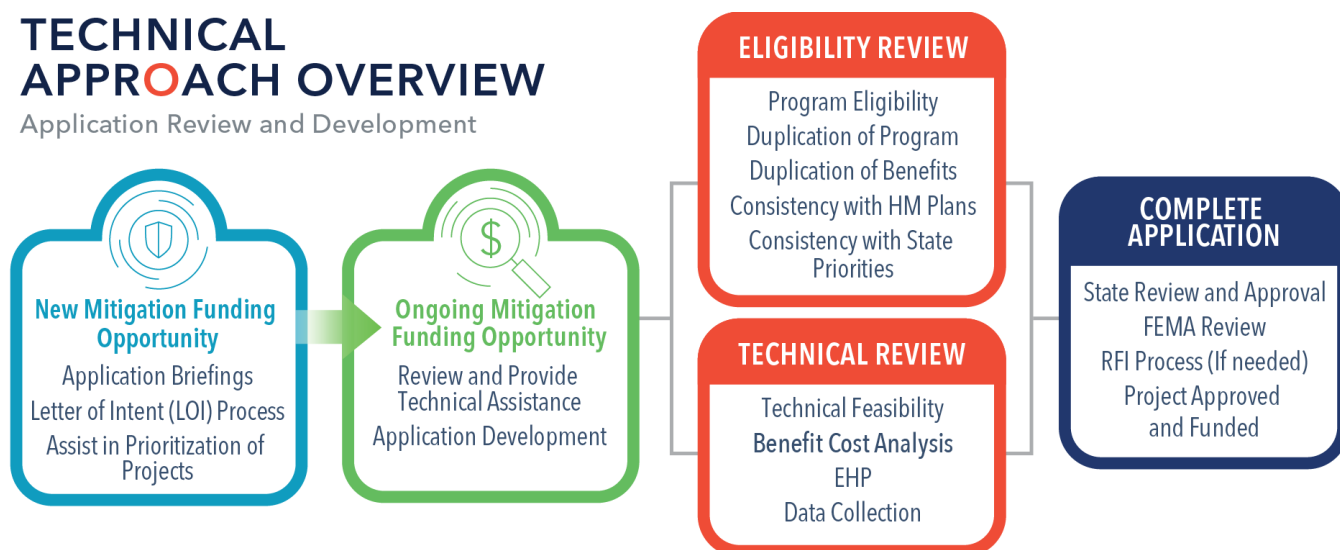
Since 2017, Witt O'Brien's continues to assist the USVI in developing and **implementing mitigation project funds across multiple disasters**. We have guided the Territory's Recovery Leaders on where and how best to utilize **pre- and post-disaster mitigation funding** to maximize mitigation actions throughout the Territory, resulting in **over \$830 million in mitigation projects** being developed.

- Conducting a thorough review for duplication of programs and duplication of benefits
- Completion of the FEMA Application Review Tool (ART)
- Record and data management of all related project materials
- Completing all project management tasks and monitoring project implementation in accordance with the grant

2.2.1 REVIEW, ANALYSIS, AND TECHNICAL ASSISTANCE OF SUBRECIPIENT APPLICATIONS

Exhibit 11 outlines our technical approach for assisting a community with the application development, review, and submission process, and includes steps for new funding opportunities and funding opportunities in process. Typically, there are challenges for the subrecipient with incomplete and unsupported applications (e.g., Does the application show mitigation through an increased level of protection? Is the BCA fully supported and favorable?). Our experts will assist with the application development process and reduce those challenges and the time allocation toward navigating the mitigation program complexities.

Exhibit 11: Technical Approach Overview



For new mitigation funding opportunities, our team will support the Town as needed, with applicant briefings and letters of intent; and assist with project prioritization. For any ongoing mitigation funding opportunity, our team will continue to support the Town with developing complete and defensible application packages, including all elements for an approvable BCA, scope of work, project schedules, EHP compliance, cost estimates, maps, photos, signature forms, etc. Effective scoping requires a team that not only has the technical capabilities to assess feasibility, cost-effectiveness, and environmental components of a project, but also knows how to ensure community support and navigate the eligibility complexities for FEMA's mitigation programs. The following sections provide more detail on the specific technical support areas and staff functions we will provide to support the Town with HMA programs.

Technical Assistance

We will assign SMEs to serve as consistent points of contact with Town staff, based on the relevance of their experience to identified mitigation and resiliency opportunities. These experts will be supported

by technical staff who bring specific expertise in critical areas, such as engineering reviews, BCAs, EHP, local building code standards and requirements, and other areas as needed. This type of approach ensures those who are considering applying for funds always know how to get their questions and problems resolved. It also provides easy access to the “right person” to answer questions or hold accountable when the situation warrants.

BCA Assistance

BCA is a method that determines the future risk-reduction benefits of a hazard mitigation project and compares those benefits to the cost of the project. The result is a BCR. A project is considered cost-effective when the BCR is 1.0 or greater. Applicants are required to use FEMA-approved methodologies (such as the BCA Toolkit) to demonstrate project cost-effectiveness.

Witt O'Brien's is deeply experienced in use of the BCA Toolkit, which is the accepted methodology for demonstrating a positive benefit-cost relationship. Our mitigation specialists will help prepare the most aggressive, yet justifiable, BCA for applicant projects. We are also able to provide BCA training, if needed.

The graphic features the FEMA logo in the top right corner. The main title "New BENEFIT-COST ANALYSIS Toolkit Now Available" is prominently displayed in red and blue. Below the title, a flow diagram shows three circular icons connected by red dotted lines. The first icon shows a computer monitor with a line graph, accompanied by text explaining that BCA is the method for determining future benefits and comparing them to costs. The second icon shows a document with a checklist, with text stating that Version 3.0 of the toolkit is now available, featuring a streamlined user interface. The third icon shows a person at a computer, with text noting that the Excel-based tool is compatible with both Windows and Macintosh operating systems. At the bottom, there are two blue buttons: one with a download icon and the text "Go to: www.fema.gov/benefit-cost-analysis to download instructions", and another with an envelope icon and the text "If you need technical assistance, please contact the BCA Helpdesk at bchelp@fema.dhs.gov". A small copyright notice "© 2013 FEMA" is at the very bottom.

Environmental and Historic Preservation

FEMA EHP review can become a major delay in the HMA process if the appropriate focus and expertise is not utilized to facilitate agreements, documentation, and a rapid resolution of associated issues required to get through the processes outlined by the NEPA, Section 106 (Historic Preservation), and the numerous other Federal, state, and local legal and regulatory frameworks that govern the expenditure of Federal funds. Witt O'Brien's takes the approach of trying to resolve EHP issues programmatically whenever possible as opposed to a project-by-project strategy, so that negotiations and documentation requirements necessary to achieve resolution have the broadest possible impact. Our approach is to engage with FEMA, the State Historic Preservation Officer, the National Council on Historic Preservation, and others to work through questions and establish agreements on the approach to related issues as early in the process as possible.

Project Cost Estimating

Expert cost estimators can be available to assist in the development of a complete and comprehensive HMA grants application as needed. Witt O'Brien's estimators consider future and local cost conditions to ensure all possible costs are captured to reduce future project amendments. In addition, Witt O'Brien's cost estimators are well-versed in FEMA's cost estimating format (CEF), which reduces RFIs by providing justifiable project costs.

2.2.2 MITIGATION PROJECT IMPLEMENTATION

Once a grant application is awarded by FEMA, our mitigation specialists can help facilitate a kick-off meeting with the State to review the terms and conditions of the award. **Exhibit 12** presents our overall approach to project implementation.

Procurement

Procurement utilizing the correct federal process as outlined in 2 CFR can be very challenging for many subrecipients and is a leading reason for FEMA disallowing funds upon closeout. We will assist the Town with procurement of services needed to implement sub-grant awards, such as reviewing procurement documents prior to advertisement. Our widespread knowledge of the procurement process will reduce compliance issues and allow scope of work activities to remain eligible through the FEMA sub-grant closeout process.

Quarterly Reports

Our team will assist the Town in tracking project progress according to the approved project schedule, and completing the subrecipient quarterly reports. We will identify any deviations from the project schedule and then coordinate with the Town and vendors to discuss ideas for course correction or the need to modify the terms of the grant award. Any changes will require a formal schedule or scope modification with FEMA.

Project Amendments

If an amendment is required due to a necessary and unforeseen change in cost or scope, we will coordinate with the vendors to develop a project amendment package that is fully documented.

After FEMA approval, we will update project files to reflect the amendment details and continue with program management services. Witt

O'Brien's has developed more than 70 project amendment packages over the past 5 years, often due to changing conditions or cost elements related to the project implementation.

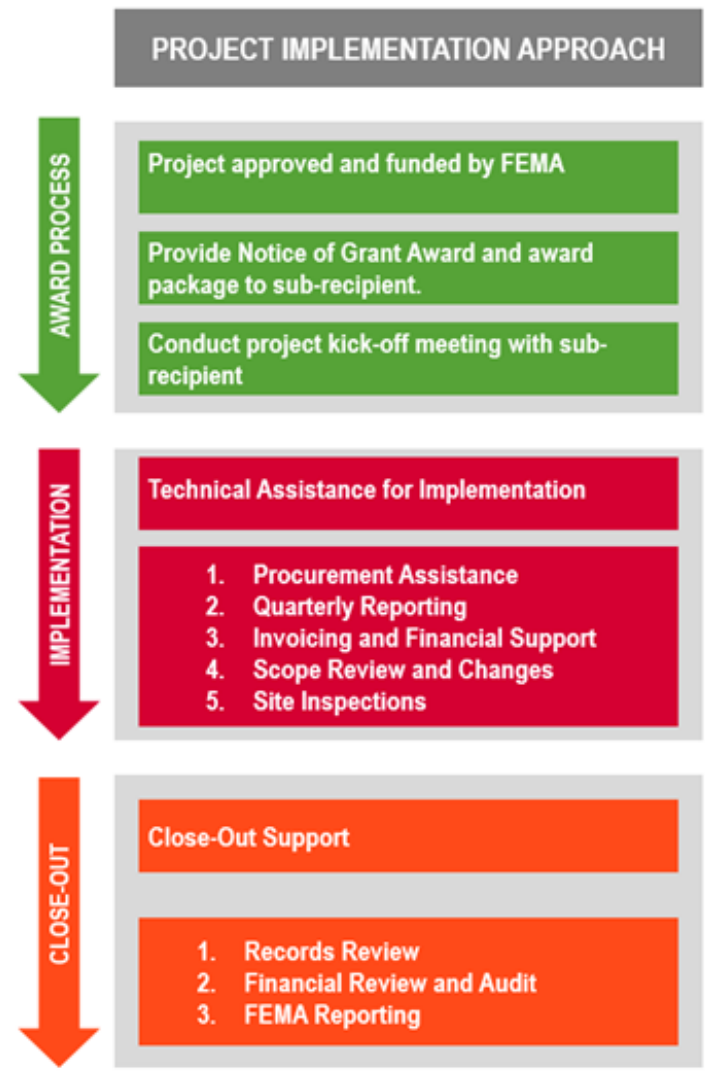
Invoicing and Financial Support

Witt O'Brien's will provide financial support to the Town with reimbursement requests. We will ensure payments are made in accordance with the Town's procedures and the terms of the grant award. Financial reviews will be conducted quickly, while protecting the Town from risk by ensuring compliance with all federal rules and regulations.

Closeout Support

For any projects in closeout, we will provide files in accordance with FEMA and State policy for records retention. Witt O'Brien's will complete a project closeout for all subgrants documenting procurement, grants completion, and payment in accordance with the award.

Exhibit 12: Project Implementation Process



2.3 WITT O'BRIEN'S APPROACH TO OTHER FEDERAL PROGRAMS

Witt O'Brien's approach to complimentary Federal funding programs—including, but not limited to, CDBG-DR, FHWA-ER, FTA-ER, and NRCS-EWP—similarly mirrors both the FEMA PA and HMGP programs discussed above, albeit with their own area of specific focus, eligibility of work that qualifies for the programs, timelines, and cost shares.

These programs are vital to the full recovery of a community and when funds are made available from their emergency and disaster relief initiatives, we will ensure efforts to seek available funding while remaining compliant with program guidelines are made, so there are no gaps in the funding and framework they operate within.

Witt O'Brien's has helped clients obtain millions of additional dollars by effectively braiding diverse funding streams and bringing that knowledge to the clients we serve to educate and empower them.

Our PA professionals understand the wider implications of recovery and the ever-growing programs around recovery and resiliency beyond just FEMA PA and HMA. For large public infrastructure projects, the option to utilize additional funding sources on their own, or to “braid” various eligible grants programs is a way to achieve a comprehensive project for which one program alone may be insufficient. Federal funding cannot duplicate other Federal expenditures, but a blended purpose can be achieved through multiple streams of Federal funding.

Our experience “**braiding**” federal funding programs includes but is not limited to: FEMA grants programs (e.g., PA and the HMA family of grants; HUD CDBG-DR and CDBG-MIT; Federal Highway Administration (FHWA) programs; Small Business Administration (SBA) programs; and the various programs available through the CARES Act and the U.S. Treasury's ARPA.

Under today's strained budgets and evolving regulatory environment, knowing what funding is available and how to bring innovation to increase funding opportunities is paramount to maximizing the dollars available. Critical to success for each of the funding streams is knowing what information is needed, how to gather it, how to document it, how to submit it, and how to manage the process all the way from grants initiation through closeout. This requires a comprehensive understanding of the various federal funding streams and processes (recovery funding as well as preparedness and response funding streams), state funding, and other requirements.

Witt O'Brien's understands the need for coordination among stakeholders at all levels, both internal and external, to execute the requirements of the various federal and state programs. **Exhibit 13** below depicts the interrelationship between these programs and agencies.

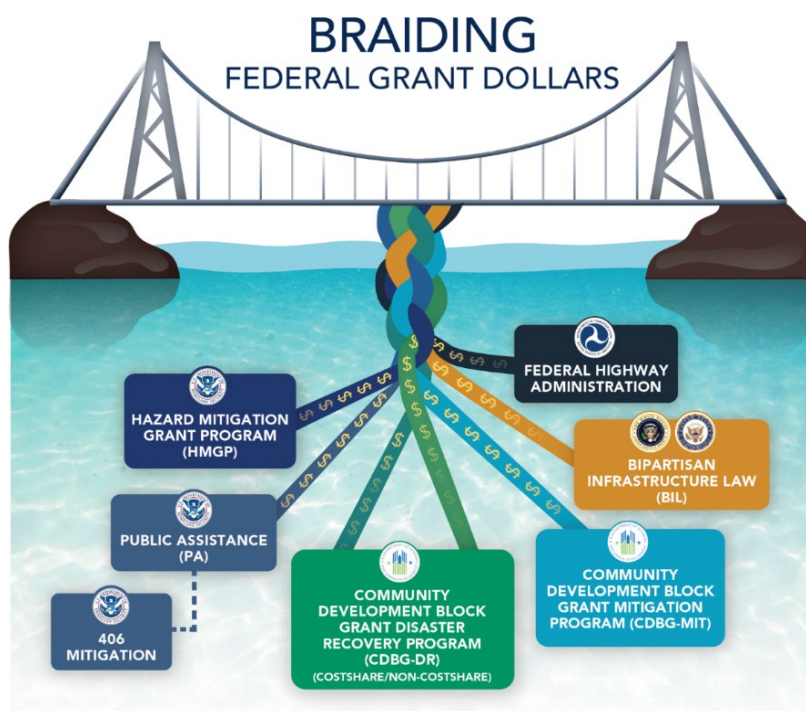
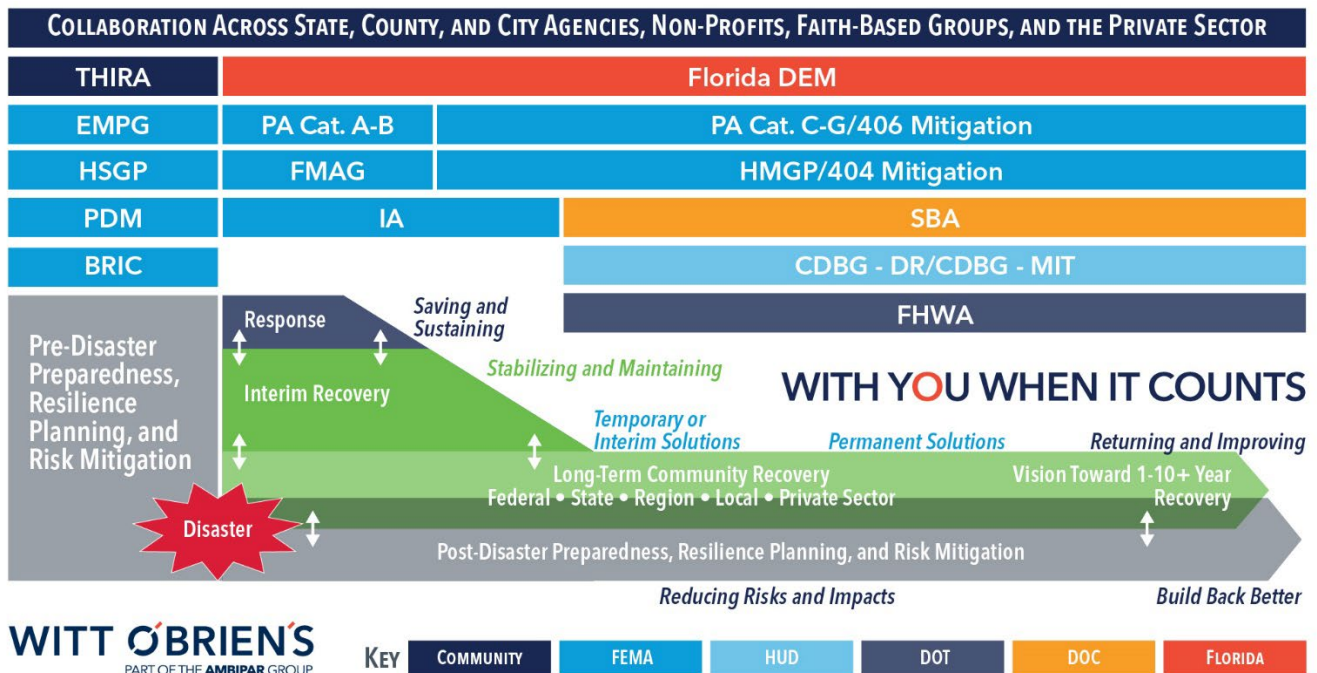


Exhibit 13: Interrelationship of Federal and State Emergency Management Grants Programs



Below we describe our approach to assisting our clients in using the funds of key programs listed in the Town's RFP. The Witt O'Brien's team will work with the Town to ensure maximum funding is available by braiding these funding streams and incorporating all federal and state requirements associated with each program. We will approach each individual grants source with the same attention and monitoring for regulations, compliance, audit, deadlines, etc.

Community Development Block Grant Disaster Recovery Program – CDBG-DR

The CDBG-DR program is a needs-based program that supports local communities in recovering from a disaster event by providing support in a variety of ways. Our approach to this funding stream includes working with our clients' departments responsible for oversight and implementation of this funding source to:

- Discuss past projects, areas of unmet need, and identify where this funding stream may be applicable based on past, current, and future needs.
- Ensure proper procurement processes are in place and comply with HUD and DEO requirements including eligibility review, long-term project viability, environmental impacts, financial feasibility, cost-reasonableness, and project time and schedule.
- Provide guidance during the rebuilding process, ensuring contractors understand timelines for program requirements such as wage requirements, payroll, and construction closeout. And ensure any necessary monthly and quarterly reports are submitted.
- Develop and maintain a comprehensive filing system for project files to streamline grants process monitoring by State DEO and HUD monitoring reviews.
- Support with acquisition activities for substantially damaged properties such as homes and local businesses, including documentation, checklists, and notices to property owners.

Federal Highway Emergency Relief Program – FHWA-ER

The FHWA-ER program is geared toward providing funding to repair and restore roadways, bridges, and associated functioning elements related to operation of same that are located on Federal Aid System-classified roads and are damaged as a result of a natural disaster. Our approach is to work with the client departments responsible for oversight and maintenance of these specific areas to:

- Determine emergency repairs vs. permanent restoration needs throughout the community based on program regulations.
- Help to estimate the extent of those damages and coordinate with the client's FDOT 1 ER Coordinator on the request for ER support.
- Manage expectations on what is eligible under each area of the program and map timelines to complete work and which Federal funding shares apply.
- Complete Detailed Damage Inspection Reports (DDIRs) with supporting information for approval.
- Complete all requirements for agreements and programs to complete the process.
- Help to implement and effect repairs and receive reimbursements.

Federal Transportation Emergency Relief Program – FTA-ER

The FTA-ER program provides funding to various types of public transit operators that have sustained damage and losses as a result of a natural disaster. Our approach is to work with the client departments responsible for oversight and maintenance of public transit areas to:

- Discuss areas of unmet need and identify where this funding stream may be applicable based on past history and potential new needs.
- Monitor the announcements and availability of the funding stream and where the awards will be made.
- Determine the priority of the needs based on eligibility in the program, funding share, and amount of funding that may be made available for the Town to access.

Natural Resources Conservation Service Emergency Watershed Program – NRCS-EWP

The NRCS-EWP program provides financial support to repair and preserve non-navigable bodies of water. This program requires an early awareness of what naturally flowing water body damages are the client's legal responsibility. Our approach is to work with the client departments responsible for oversight and maintenance of watershed-related areas to:

- Help determine where debris blockage, failure, erosion, and/or structural damage are present.
- Conduct outreach to the local NRCS office to get a determination on which areas are eligible to be presented for consideration.
- Assist with the collection and provision of preliminary documents to NRCS.
- Schedule and participate in inspection of the damages.

It is important to note that no physical repairs of damage should be conducted until a damage assessment is completed and a contract agreement is signed between the client and NRCS.

3. EXPERIENCE

For more than 20 years, Witt O'Brien's has been at the forefront of supporting public agencies with the nation's most significant disaster preparedness, response, recovery, and mitigation efforts. Our employees oversee complex recovery efforts for both natural and manmade disasters—putting boots on the ground—to restore and rebuild communities, making them more resilient.

3.1 EXPERIENCE IN FEDERAL FUNDING PROGRAMS

Our disaster cost-recovery services span single-project eligibility challenges to full grants management recovery offices with a large staffing complement, to a multi-scope, jurisdiction-wide recovery office supporting strategic recovery advisory services addressing all aspects of a disaster. Our philosophy and approach are focused on establishing a strong partnership to maximize cost recovery based on the program funding available.

Witt O'Brien's has unparalleled experience and knowledge in all HMA programs, including 44 CFR, 2 CFR 200, and HMA Policy Guidance, including the HMGP, legacy PDM, BRIC, and FMA. Witt O'Brien's has provided expert 404 and 406 hazard mitigation support following the most significant disasters since 2001. We have been involved in thousands of recovery projects across FEMA, HUD, FHWA, FTA, DOI, NRCS, and EDA.

We have participated in thousands of site inspections, influenced interpretations in federal policy, written scopes of work, developed cost estimates, and secured funding for thousands of projects, provided master planning and design services, and served as a trusted Owner's Representative for large-scale recovery projects. We have established good working relationships with senior local, State and FEMA personnel, as well as with CRC teams and understand how to collaborate with them and challenge them successfully, as appropriate. We keep the current status of virtually every recovery project we are involved with, what the next steps and risks are for each, and precisely what is needed to resolve issues and expedite implementation. We have been able to handle and win tough negotiations without damaging client relationships with funding agencies.

Some highlights of our FEMA PA and HMA experience and expertise include:

- Developing more than **80,000 FEMA PA project applications** and obtaining and administering more than **\$40 billion in PA funding**
- Documenting and administering **thousands of hazard mitigation projects valued at more than \$3.5 billion**
- Managing more than **\$100 million in mitigation implementation** for residential mitigation, drainage, retrofit, etc. type projects
- Advising more than 100 grants management clients on administering over **\$15 billion** in COVID-19-related funding



We are especially proud of our recent success and ongoing work helping the USVI secure and execute **more than \$14 billion in FEMA PA, Mitigation, and HUD CDBG-DR recovery funding since 2017**. Our team engineered and implemented numerous programs to assist the island territory as it managed its recovery from the devastating impacts of Hurricanes Irma and Maria. This work has included the execution of PA, HMGP, CDBG-DR, Shelter, emergency housing repair, and highway programs. We are now beginning support for construction management and continuing to work multiple mitigation programs to make the USVI more resilient against future storms.

We help our clients easily satisfy the inevitable audits from the Office of Inspector General (OIG). Many times, OIG audits are performed long after the public officials who managed the recovery have moved on to other responsible positions. A qualified and experienced consultant will foresee this and other challenging situations that require intuitive thinking.

We have unparalleled success in BBA implementation. We know the intricacies of the BBA law and FEMA's BBA Policy and have a strong track record of success in implementation.

- We assisted our clients in achieving FEMA approval of six BBA Industry Standards (water, wastewater, healthcare, education, communications, emergency services).
- We helped one client win approval of 190 Replacement facilities so far, including 174 as BBA Prudent Replacement or BBA Modified 50% Rule Replacements, notably hospitals, clinics, homes for the aged, schools, water, and wastewater including reversing FEMA's determination on several high-priority projects.

We achieve success on 428 projects and getting Fixed Cost Offers that meet or exceed our clients expectations.

- For one client, to date we have supported a total of 176 Section 428 projects through Fixed Cost Offers, including 165 that are already obligated.
- We are currently working on the remaining 77 Section 428 projects, most of which are in the Grants Manager system with projected Scopes of Work and Cost Estimates for FEMA validation.
- We have a team of the very best Cost Estimators in the business who have convinced FEMA thus far to add a cumulative additional \$1.83B to 428 projects.

We have supported our clients with extremely successful hazard mitigation programs. We helped convince FEMA to waive the Local Cost Share of the HMGP for the first and only time in FEMA history. We helped justify several program application submittal extensions and ensured all FEMA reporting and submission requirements were met on time for each of the extensions.

- We have added billions of dollars to 406 Hazard Mitigation funds through the FEMA PA program.
- For one client of 100,000 residents, we developed a global BCA providing a pool of \$2.3 billion, which has enabled a local electric authority to install thousands of disaster resilient composite poles and underground power in key areas.
- Through close coordination of Mitigation and PA staff, we have added hundreds of millions in 406 Hazard Mitigation funds through the FEMA P program with hundreds of millions of additional 406 Mitigation funds in development.

We won HUD's confidence in the early stages of CDBG-DR work.

- We completed initial HUD CDBG-DR Action Plans and substantial amendments ahead of schedule and gained HUD approval with minimal comments.
- We convinced HUD to increase the CDBG-DR/MIT allocations to one of our clients by \$200 million by proving the high cost of construction.
- We convinced HUD to increase our clients CDBG-DR allocation by hundreds of millions by proving the high cost of construction due to their remote location.

We have a long history in supporting applicants in Florida.

Beginning with Hurricane Charley's impact on Southwest Florida in 2004, we have supported almost 50 Florida clients across 16 counties, 3 utilities, 2 school boards, 2 hospitals, and 24 municipalities.

- Our experience providing cost-recovery services in Florida working with FEMA Region IV, FDEM, and FDOT has afforded us an understanding of how the grants recovery ***process works in Florida and who the key stakeholders are, as well as the ability to work with the contractor community that supports the state-level agencies.***
- Furthermore, as former contracted FDEM employees, we have been trained in using the site www.floridapa.org and can support the Town's staff with quarterly reporting, requests for reimbursements, supporting documentation, etc.

The Witt O'Brien's Team Difference

EXPERIENCES

- Florida FEMA PA since 2004
- \$40B in FEMA Funding
- \$4B+ in Florida FEMA PA Funding
- 29 Florida Agencies with FEMA PA

RESOURCES

- Key Staff with 20 Years Average Experience
- Sarasota County Office
- Currently on the Ground Supporting Hurricane Ian Response + Recovery

Exhibit 14 provides a snapshot of our success managing projects focused on mitigation and disaster recovery grants management and cost-recovery services nationwide—starting with our engagements in Florida—further validating our ability to deliver.

Exhibit 14: Client Success Stories Through Federal Disaster Recovery Funding

Client	Funds/Grants Managed
State of Florida	\$4 billion in PA and HMA funding
School Board of Broward County	\$53.6 million in PA funding
City of Miami, Florida	\$34.1 million in PA funding
Hillsborough County, Florida	\$19.4 million in PA funding
City of Coral Gables, Florida	\$13.9 million in PA funding
Town of Davie, Florida	\$11.7 million in PA funding
Indian River County, Florida	\$10.0 million in PA funding

City of Orlando, Florida	\$8.8 million in PA funding
City of Pompano Beach, Florida	\$5.8 million in PA funding
Town of Southwest Ranches, Florida	\$4.5 million in PA funding
City of Oakland Park, Florida	\$2.7 million in PA funding
Territory of USVI	\$15 billion in FEMA PA and HMA, and HUD CDBG-DR funding
State of Louisiana	\$14 billion in PA funding and \$2 billion in HMA funding
State of Texas	\$2.2 billion in ERAP and HAF funding
States of Iowa and Indiana	\$1.5 billion in PA and HMA funding
King County, Washington	\$1.2 billion in PA, CARES Act, ERAP, and ARPA funding
State of Kansas	\$1 billion in PA, CARES Act, CDBG-CV, ERAP, and HAF funding
State of New Jersey	\$950 million in PA and HMA funding
University of Texas Medical Branch	\$800 million in PA and HMA funding
State of New York	\$539 million in HAF funding
State of West Virginia	\$400 million in ERAP, ARPA, and HAF funding
City of Galveston, Texas	\$300 million in PA and HMA funding
Minnesota Housing	\$298 million in ERAP funding
City of Houston, Texas	\$200 million in PA and HMA funding
State of Alabama (AEMA)	\$143 million in PA funding
Jefferson County, Alabama	\$115 million in COVID-19 funding (CARES)

3.2 REFERENCES AND CONTACT INFORMATION

Below we provide references for projects of similar size and scope, including accomplishments and contact information.

Client	School Board of Broward County, Florida
Contact Information	Victoria Stanford, Manager, Emergency Management (retired) 954-562-1274, Stanford.vb@gmail.com
Period of Performance	2008 – Present
Project Summary	Scope of Work: Disaster Recovery Services Witt O'Brien's provides SBBC with Disaster Recovery Management Services—supporting them through Hurricanes Frances, Jeanne,



Katrina, Wilma, Matthew, and Irma, and Tropical Storms Rita and Fay. The funds for these projects (2004 – present) amount to the management of **over \$64 million** in PA grants, representing approximately **577 projects** across FEMA Categories A, B, E, and G.

We have conducted on-site inspections; gathered voluminous supporting documentation; prepared initial PWs and revisions; gathered, reviewed, and compiled relevant documentation for final inspection and closeout, including submitting requests for reimbursement, project time extensions, and appeals for reimbursement for disasters dating back to 2004.

Key Project Highlights:

- Supporting SBBC in an official OIG audit of 2005 disaster funding in the amount of almost \$15 million in grants funds.
- Reconciled SBBC insurance claims for Hurricane Wilma resulting in the submittal of new claims totaling over \$3 million processed and paid by the carriers seven years after the disaster occurrence.
- Provided all-inclusive grants management assistance, including executive briefings.
- Wrote, compiled, and submitted appeals amounting to over \$1.7 million in recovered funds.
- Assisted SBBC after Hurricane Irma when the District incurred approximately \$22 million in disaster expenditures.
- Monitored the removal of 37,000 cubic yards of debris and supported reconciliation, obligation, and reimbursement of 36 PWs.
- Submitted COVID-19 applications in excess of \$5 million in costs incurred for cleaning and sanitization, purchasing of PPE, and installation of social distancing measures districtwide.

Client	Hillsborough County, Florida
Contact Information	Mark Martinet, Budget Manager, Capital Team; 813-272-6215, martinetm@HCFLGov.net
Period of Performance	2017 – 2019
Project Summary	Scope of Work: FEMA PA Services Following Hurricane Irma (2017), Witt O'Brien's was contracted to identify and develop a FEMA Damage Inventory in collaboration with the County Capital Projects Budget Director. Over the course of providing a full range of cost recovery operational services, we conducted interagency and municipal coordination in partnership with 36 representatives across the jurisdiction to identify FEMA Category A through G eligible damages. Total value of PA grants was



\$19.4 million. In addition, we delivered **cost recovery program implementation assistance** as well as **other grants support** that enabled the County and its stakeholders to maximize disaster recovery reimbursements.

Key Project Highlights:

- Assisted applicant and FEMA in conducting assessments and completing damage assessment documentation.
- Wrote Category A through G damage descriptions and cost narratives and closeout-ready documentation.
- Managed **data collection, coordination, and documentation** of disaster-related repairs and other eligible costs, including obtaining justification and supporting collateral.
- Ensured a full **financial accounting and detailed documentation** of all disaster-related activities and costs.
- Provided **general financial and grants management support** in working with the County's payroll department.
- Identified and assessed risk mitigation opportunities and costs associated with the permanent repair of disaster-related damages. We worked with various department representatives to formulate **risk mitigation proposals for FEMA review and approval**.

Client	University of Texas Medical Branch at Galveston
Contact Information	Steve LeBlanc, PE, Associate Vice President, Business Operations and Facilities Risk Management, 409-772-3586, sjleblan@utmb.edu
Period of Performance	2010 – present
Project Summary	Scope of Work: Mitigation Projects For the University of Texas Medical Branch (UTMB) in Galveston, Witt O'Brien's worked closely with the university after Category 2 Hurricane Ike caused widespread damage to the island and UTMB. The UTMB utility plants and most of the buildings sustained severe damage from floods or wind. Project highlights: ▪ Our team conducted site inspections, highlighted nuances of Federal regulations to maximize funding opportunities, developed documentation and verification of damages, quantified cost details, and championed opportunities for UTMB under the 406 hazard mitigation provisions of the FEMA PA program.



- Acting as UTMB's representative, we negotiated with FEMA to resolve eligibility issues and increase PA awards, including scope alignment to projects that were missed in FEMA's initial assessment.
- Under the 404 HMGP, Witt O'Brien's developed applications and implemented projects totaling \$75 million; all of which are closed out with TDEM and FEMA Region VI.
- In 2019 we developed a retrofit application for the University's Trauma Center, under the FEMA Pre-Disaster Mitigation Program, which was awarded for \$12.5 million.
- Witt O'Brien's continues to work with the University identifying and managing mitigation projects through CDBG-MIT and BRIC funding opportunities.

Client	City of Orlando, Florida
Contact Information	Michelle McCrimmon, CPA Deputy Chief Financial Officer Office of Business and Financial Services Work: 407-246-2142 / Mobile: 321-230-7459 michelle.mccrimmon@orlando.gov
Period of Performance	2004 – Present
Project Summary	Scope of Work: FEMA PA Cost Recovery Witt O'Brien's has supported the City of Orlando's emergency management efforts since 2004. We were originally engaged to provide cost-recovery operational services dating back to the 2004 Florida Hurricanes Charley, Frances, and Jeanne. Key Project Highlights: ▪ Our original tasks included recovery grants management and FEMA PW preparation assistance. We were subsequently engaged in 2015 to support the FEMA appeals process related to any insurance de-obligations sustained during that agency's audits and evaluations of Florida Applicants from the 2004 and 2005 storm events. Moreover, we provided additional expert-level support in the preparation of the City's disaster debris hauling RFP and the resulting contract with the awarded vendor in 2016. ▪ Our team most recently assisted with documentation collection and review in preparation to submit PWs to FEMA for damages resulting from Hurricane Matthew in 2016 and Hurricane Irma in 2017, combined totaling approximately \$8.8 million in damages obligated in projects. The Irma efforts also involved supporting and enabling the City to navigate the new FEMA PA delivery model for PW preparation using the FEMA Grants Portal.



Client	City of Pompano Beach, Florida
Contact Information	Kimberly Cristiano, Emergency Manager Office: 954-545-7799 Cell: 954-242-0565 kimberly.spill-cristiano@copbfl.com
Period of Performance	2011 – present
Project Summary	Scope of Work: Disaster Recovery Grants Witt O'Brien's was retained by the City of Pompano Beach in 2011 to assist with cost-recovery operational services including project inspection and final closeout for all of the City's Hurricane Katrina and Wilma FEMA PWs. In addition to these efforts, we provided the City with cost-recovery program implementation planning and training services in support of its pre-disaster preparedness efforts and the creation of an electronic Disaster Claims Management System. That system was designed to store the City's disaster management policies, recovery regulations, templates, guides, and other documents on the City's own computer server. Part of this support included the creation of a user manual and systems training for City staff. Other key project highlights: • We provided appeals support for insurance de-obligations that the City sustained 10 years after Hurricane Wilma, due in part to OIG findings against several grants applicants across the State of Florida. Our team provided guidance and key information about appropriate eligible activities. • We supported the City in data collection, coordination, and documentation of these claims to facilitate accurate, defensible, and timely reimbursement. • We were activated again to assist Pompano Beach with other grants support and program management services for their response to Hurricane Matthew (October 2016). The Witt O'Brien's team was tasked with the review and compilation of FEMA reimbursement packages for both Category A debris removal and Category B emergency protective measures costs for labor, equipment, materials, generator usage, and grants management support. • Subsequently, we were engaged in grants management tasks and the completion of an After-Action Report (AAR) for Hurricane Irma. The City required 22 FEMA PWs in Categories A through G, documenting more than \$5.7 million in disaster-related expenditures. • Currently we have been tasked with providing COVID-19 cost-recovery support for Pompano Beach to capture costs related to COVID-19 testing and vaccination support.



Client	City of Fernandina Beach, Florida
Contact Information	Ty Silcox, Fire Chief, 904-310-3151, tsilcox@fbfl.org
Period of Performance	2016 – present
Project Summary	Scope of Work: Recovery and Mitigation Services Witt O'Brien's was retained by the City of Fernandina Beach to provide overall FEMA grants management support and is providing cost recovery and hazard mitigation efforts resulting from impacts to the City from Hurricanes Matthew and Irma. Key Project Highlights: - Following Hurricane Matthew, we assisted the City with preparing a comprehensive project application covering the scope and cost eligibility for the repair of its Marina, an important and valuable City landmark. During discussions with various FEMA teams over the years, the marina dock replacement project was reduced to a repair project worth 10% of the replacement value. Based upon the City's disagreement with the decision, Witt O'Brien's worked with the City Manager and outside engineers to prepare the first appeal for the project which was submitted to FEMA by the State of Florida in October 2020. Based on FEMA's delayed response to the appeal, the City Manager explored other options including arbitration based on Witt O'Brien's recommendation. When the time came and FEMA let the 180-day mark slip by in April 2021, the City subsequently withdrew the appeal and filed for arbitration with the Civilian Board of Contract Appeals (CBCA) with the assistance of an experienced legal firm. FEMA settled quickly after the arbitration was filed and before having to go to court. The City was awarded the full eligible scope and reasonable costs for marina dock replacement. - Following Hurricane Irma's impact to Florida, Witt O'Brien's identified and prepared 19 project applications with damages totaling \$1.6 million. All projects were populated in FEMA's Grants Portal, submitted to FEMA, and transferred to the Consolidated Resource Center (CRC) as of March 2018. Part of this effort included supporting mitigation application development services for the Fernandina Beach Downtown Drainage project, a design and upgrade of the stormwater infrastructure system. The project increased drainage capacity and provides positive outfall under all tide conditions, thereby reducing flooding in the project area. The value of the project is approximately \$2.7 million to date. This project was approved by FEMA for Phase 1 Engineering and Design work, and Witt O'Brien's is currently assisting the City with the Phase 2 Project Development.



Client	Town of Davie, Florida
Contact Information	William Ackerman, Director Office 954-797-1050 wackerman@davie-fl.go
Period of Performance	2008 – present
Project Summary	Scope of Work: Grants Consulting Services Witt O'Brien's has worked with the Town of Davie since 2008 to provide pre-disaster preparedness, disaster debris management plan preparation, and training services. Key Project Highlights: • In 2016, Witt O'Brien's provided disaster grants management for Davie in response to Hurricane Matthew, preparing one Category B project to capture the Town's costs for emergency preparedness measures, totaling \$210,000. • In 2017, following Hurricane Irma, Witt O'Brien's conducted disaster debris monitoring and FEMA grants management activities. We monitored the removal of approximately 473,000 CY of debris as well as 151 leaning trees and 1,519 hanger trees. We assisted with the preparation and submittal of 24 FEMA PWs in Categories A through G totaling over \$11.9 million. • Currently we are providing technical advisory support to the Town for their allocation of the American Rescue Plan funding related to COVID-19.



4. CAPACITY TO PROVIDE REQUESTED SERVICES

Our proposal validates that we bring the expertise and experience needed to support the Town through this process—complemented by relationships with FDEM and FEMA Region IV developed over the past two decades.

Witt O'Brien's is nimble enough to respond quickly to the needs of the Town and possesses the depth of resources, experience, and expertise necessary to provide high-quality, reliable services. As our nation grapples with aging infrastructure, rapidly changing demographics, population growth and movement, and climate change impacts, communities face an increasing number of natural, human-caused, and technological crises. ***The Witt O'Brien's team is continually evolving our expertise, our people, and our tools to meet these increased demands.***

The Witt O'Brien's project team, as well as the firm, is structured to ensure capacity to meet both anticipated and unanticipated needs. We have organizational processes and systems that support ***our ability to rapidly deploy and scale our capabilities.*** Although we are still providing our clients with ongoing support for legacy events (e.g., hurricanes as far back as Harvey), our firm has been able to respond effectively to the storms of 2021, COVID-19, the Amplify Energy Oil Spill in California, and most recently to Hurricane Ian.



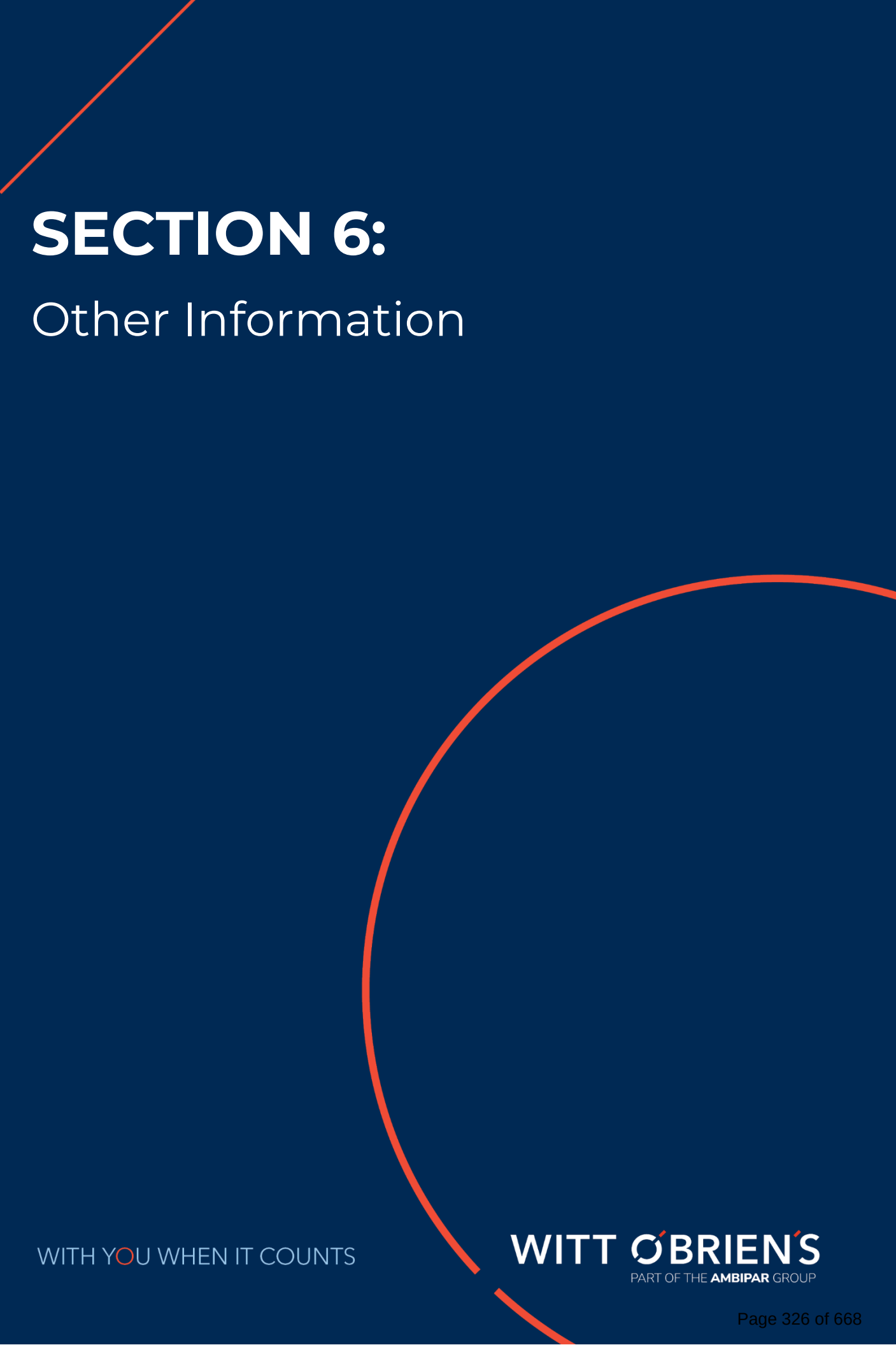
Witt O'Brien's has the in-house expertise to address the most difficult recovery challenges. Our disaster cost-recovery services span single-project eligibility challenges to full grants management recovery offices with a large staffing complement, to a multi-scope, jurisdiction-wide recovery office supporting strategic recovery advisory services addressing all aspects of a disaster.

As required by the RFP, **Exhibit 15** presents our current projects in FEMA PA, FEMA PA 406, and 404 HMGP and the number of Witt O'Brien's staff actively supporting each. It is important to note that the resources presented reflect staff assignments and not necessarily full-time support. We use a matrixed organization structure in order to staff projects most effectively. Projects are assigned to specific staff members based on their skills, experience, availability for the project, and the time required to complete them. Given the ebb-and-flow nature of our consulting services, we are able to staff the most qualified people on a project and dedicate them to the project, while also allowing any spare time to be

used for other projects. This approach results in a dedicated but very efficient use of staff, while also facilitating the immediate movement of staff to support emergency project surges, should clients require additional unforeseen support.

Exhibit 15: Current Project Staffing

Client - Public Assistance Services	State	Resources	Client - PA & 406 Hazard Mitigation	State	Resources
Beverly Hills, City of	CA	3	Bay Medical Center Board of Trustees	FL	1
California State University	CA	2	Clay Electric Coop	FL	2
Charlotte County	FL	2	Edgewater, City of	FL	2
Hernando County	FL	1	Gainesville Regional Utilities	FL	2
Indian River County	FL	1	Ponce Inlet	FL	1
North Broward Hosp. District	FL	2	Port of South Louisiana	LA	3
St. Augustine, City of	FL	2	Erickson Living	MD	2
Tampa, City of	FL	2	Pine Knolls Shores, Town of	NC	1
Pinellas County	FL	2	East Dover Fire Company #4	NJ	1
SBBC	FL	1	Toms River, Township of	NJ	2
South Broward Hosp. District	FL	2	Albany Medical Center	NY	1
Davie, Town of	FL	2	Suffolk County	NY	1
Pompano Beach, City of	FL	1	Upper Dublin Township	PA	2
Archbold Medical Center	GA	1	University of Texas Medical Branch	TX	2
Pottawattamie County	IA	1			
Kansas, State of	KS	1	Client - 404 HMGP Services	State	Resources
Englewood Housing Auth.	NJ	1	Fernandina Beach	FL	2
Cobble Hill Health Center	NY	1	University of Texas Medical Branch	TX	2
Richmond Univ. Medical Ctr	NY	2	United States Virgin Islands	USVI	5
Delaware County	PA	4	Gloucester County	VA	3
Galveston Co. Health District	TX	2			
USVI Gov't of the VI	USVI	50			
King County, WA	WA	3			
Snohomish County	WA	1			

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SECTION 6:

Other Information

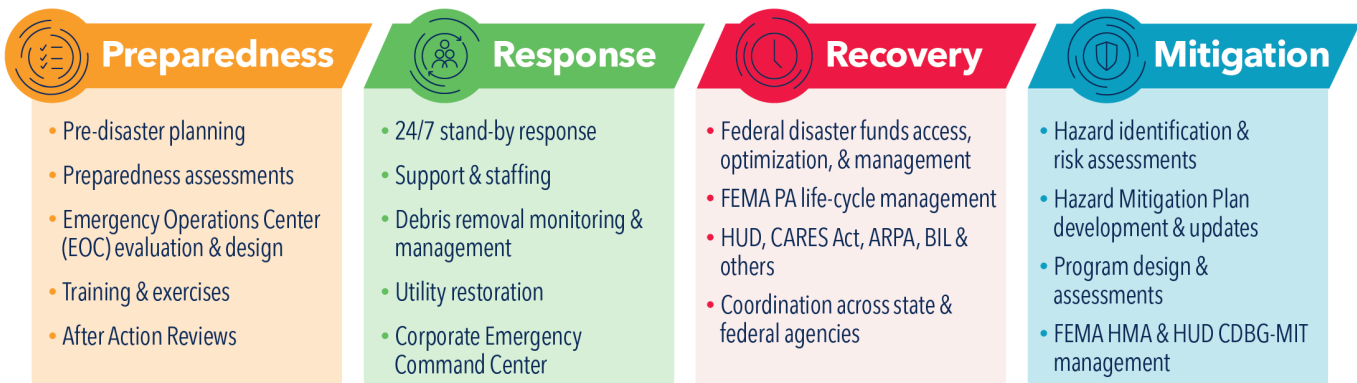
WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S
PART OF THE **AMBIPAR** GROUP

ADDITIONAL VALUE-ADD SERVICE OFFERINGS

At Witt O'Brien's, *we work with our partners to build community resilience, strengthen local capabilities, and enhance preparedness.* Unlike other firms that may have a single division working in disaster and crisis management, Witt O'Brien's primary focus has always been on comprehensive disaster management to achieve the best outcome for the governments and communities we serve. As shown below, we provide fully integrated program design, delivery, and management services—from preparedness and planning to disaster response, recovery, and mitigation operations.

Witt O'Brien's Service Offerings Span the Full Emergency Management Cycle



Grant Management Strategy Development

To address the loss of special and general fund revenues, we can assist in the development of a comprehensive funding strategy to guide the Town during the recovery period. After disasters, many jurisdictions take the opportunity to comprehensively evaluate their non-disaster-related grants capture administrative structure and strategies, and develop a long-term program to institutionalize the pursuit of grants opportunities to augment their operating and capital budgets. For multiple clients, Witt O'Brien's has developed an innovative funding strategy development process.

We find ways to maximize funding by taking inventory of the current portfolio and leveraging existing resources as needed (e.g., cost share requirements) or braiding funding to support the total cost of a project as we do expenditure mapping. We help define the purpose and intent of a potential usage of the funds, along with the appropriate relationship (contractor, subrecipient, or beneficiary) and funding mechanism (grants program/notice of funding availability vs. procurement). We create centralized tracking of all funding opportunities, allocation updates, application timelines, and funding guidelines. We help clients rethink and redesign their grants management approach to create a more centralized, transparent and efficient process to address numerous community needs on an ongoing basis.



Housing Program Support

To address the state's affordable housing challenges, we can provide a team of experts to design and implement new programs and accelerate existing initiatives, while maximizing the funding sources and ensuring compliance with program rules and initiatives. Our team of federal policy and program

experts also bring in-depth knowledge of the laws and regulations critical to the success of any CDBG-DR program including the development of HUD-required Action Plans and amendments required for the distribution of funds to the local jurisdiction.

In addition, Witt O'Brien's has provided technical assistance for a variety of disaster housing and sheltering programs, including a unique Sheltering and Temporary Essential Power (STEP) program. We have worked with both non-congregate and congregate sheltering programs. More recently, we have been recognized for our expertise in the COVID-19 Emergency Rental Assistance Program (ERAP) through the two funding streams and the ARPA-funded Homeowner's Assistance Program—both designed to keep residents in their homes.

Resilient Community Planning Program Support

The frequency and cost of natural disasters is increasing, and climatic changes threaten to further aggravate this trend by increasing the severity and duration of natural hazard events that our communities must face. Tragically, these events are resulting in more instances of loss to human life and economic



devastation. Climate adaptation planning is one method communities can use to identify ways they could be impacted by future unknowns—and to prepare for those situations. We assist clients in enhancing community resilience through the development of a multi-tiered cyclical process that encompasses immediate, intermediate, and long-term actions requisite in accomplishing a resilient community. Our team utilizes the U.S. Climate Resilience Toolkit to assess vulnerability and identify feasible implementation strategies for risk reduction. We bring the capability to solicit public input in plan development, socialize planning products, and foster positive community relations.

Disaster Preparedness Services

We have delivered a wide range of pre-disaster preparedness support to multiple clients at all levels of government and across the private and non-profit sectors. These include pre-disaster recovery plans and financial cost-recovery plans and annexes; operational tools, checklists, job-aids, and playbooks in support of disaster recovery operations; Threat and Hazard Identification and Risk Assessments (THIRAs); Emergency Operations Plans (EOPs) and Comprehensive Emergency Management Plans (CEMPs); and COOP/Business Continuity Plans (BCPs) and related annex components.

EXAMPLES OF OUR PREPAREDNESS PLANS & DELIVERABLES

WITT O'BRIEN'S

- Emergency Operation Plan
- Pre-Disaster Recovery Plan
- Cost Recovery Plan
- EOC Operations Plan
- Hazard Mitigation Plan
- Threat and Hazard Identification and Risk Assessment (THIRA)
- Comprehensive Emergency Management Plan
- COOP/COG Plan and Business Continuity Plan
- Pandemic Response Plan/Annex
- Volunteer and Donations Management Plans/Annexes
- Sheltering Plan/Annex
- Mass Care Plan/Annex
- Commodities Point-of-Distribution (CPOD) Plan/Annex
- Severe Weather Plan/Annex
- Utility Outage Plan/Annex
- Flood Response Plan/Annex
- Debris Management Plan
- Evacuation Plan
- Healthcare Surge and Alternate Care Site Plan

In support of these planning elements, we have also delivered countless hours of training (both FEMA-standardized and custom-designed) and Homeland Security Exercise and Evaluation Program (HSEEP)-compliant exercises, ranging from targeted and community-wide workshops to tabletop, functional, and full-scale exercises. Witt O'Brien's also brings decades of experience providing AARs

and improvement Plans (IPs) to effectively guide communities to improved responsiveness and resilience. Our primary focus for AARs/IPs is to ensure our clients can use our reports to drive real improvement in their missions; each of our reports provide solid, practical, actionable recommendations.

Crisis and Strategic Communications

Our understanding of disaster response and recovery includes our innate awareness of the importance of effective communication because we know that disasters and emergencies rarely occur in a single moment. In our experience, situations develop, each at their own pace, occasionally escalating, then slowly and unevenly subsiding. Throughout that progression of unpredictable events, you must remain alert to every change, consider its impact, listen—and manage your message. We bring fully integrated crisis communications, crisis management, strategic communications, and emergency management solutions.

As a full-spectrum emergency management consultancy, we are well-versed in all functions of emergency management, the NIMS, and the Incident Command System (ICS), as well as the important role EOCs play in facilitating emergency communications, coordination, and incident command. Our firm has maintained an Emergency Command Center (ECC) as the foundation for our emergency response management services. This NIMS-compliant ECC, located in our corporate offices in Houston, Texas, is staffed 24/7/365 and provides services of approximately \$14 million annually.





SECTION 7:

Cost

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S
PART OF THE **AMBIPAR** GROUP

NAME OF CONSULTANT Witt O'Brien's, LLC

Proposal Number RFP-23-07-AD

SCHEDULE OF PROPOSED PRICES/RATES

Position	Hourly Rate*
Subject Matter Expert (SME) - PA Policy	\$170.00
Subject Matter Expert (SME)	\$170.00
Subject Matter Expert (SME) - Land Use Planning	\$170.00
Assistant Project Manager	\$125.00
Project Manager	\$145.00
Senior Grant Specialist	\$170.00
Grant Specialist	\$140.00
Damage/Safety Inspector	\$125.00
EOC Support	\$ 85.00
Sr. Engineer	\$180.00
Engineer	\$155.00
Jr. Engineer	\$125.00
EHP Specialist	\$169.00
Cost Estimator	\$115.00
GIS Specialist	\$115.00
Admin Assistant	\$ 85.00

*Travel expenses such as lodging and per diem, should not be part of the hourly rates above, and will follow guidelines established by the U.S. General Services Administration (GSA) applicable rates for the area.

Notes on Rates

- Hourly rates are inclusive of labor, taxes, overhead, and profit.
- All non-labor other direct costs will be billed to the Town at cost without mark-up. This includes travel expenses such as airfare, hotel, per diem, rental car and/or mileage, which will be billed in accordance with the current GSA schedule.
- All expenses shall be submitted with full supporting documentation in compliance with FEMA guidelines for reimbursement, including Direct Administrative Costs (DAC).
- Witt O'Brien's will provide the Town with a not-to-exceed hourly rate(s) estimate that may be required per event.



APPENDIX A:

Resumes

Arvin is a response and recovery expert with more than 40 years of diverse experience, which includes over a decade in management positions for the Indiana Department of Homeland Security (DHS) as Director of Response and Recovery.

In his role at Witt O'Brien's, Arvin provides technical assistance and strategic advice on FEMA Public Assistance and maximization of FEMA reimbursement. Currently, this includes advising clients on COVID-19 cost recovery. Prior to joining Witt O'Brien's, he managed the State of Indiana Disaster Relief Fund, administering a budget of \$100 million per year to rebuild infrastructure, homes, and businesses after disasters. During the 2008 flooding in Indiana, the worst disaster in the state's history, he directed all recovery functions. He assisted with debris management, housing, and recovery. Altogether, the disaster caused \$2 billion in aggregated damages. Over the course of his tenure at the Indiana Department of Homeland Security, Arvin oversaw a dozen major disasters. He has used this experience to establish a series of best practices for response and recovery for Witt O'Brien clients.

Arvin also brings experience serving as Mayor for Wabash, Indiana and understands the inner workings of a City, as well as the stresses and concerns of a City working to recover from disasters. He also spent 15 years in the Fire Service and held the position of Fire Chief.

COVID-19 COST RECOVERY, NATIONWIDE (2020 – PRESENT)

Participates in design, development, and delivery of Witt O'Brien's virtual presentations to clients, counties, municipalities, hospitals, healthcare associations, and non-profit organizations to provide information about cost recovery and applying for COVID-19 reimbursement.

Arvin serves in an advisory capacity for Witt O'Brien's contract with Kansas City, MO. Staff are on-site assisting the City with COVID-19 relief by applying for CARES Act funding. Arvin communicates closely with government leaders on strategy and assists personnel with best practice business process.

PROJECT SPECIALIST, FEMA PUBLIC ASSISTANCE PROGRAM, U.S. VIRGIN ISLANDS, ST. THOMAS, ST. JOHN (2017 – PRESENT)

Arvin manages the FEMA PA Program on the islands of St. Thomas and St. John. He provides direct assistance to the USVI Commissions of the Department of Sports, Parks, and Recreation, managing the disaster reimbursement and recovery process for park projects which suffered hurricane damage as a result of Hurricanes Irma and Maria. He has also assisted the U.S Virgin Islands Territorial Emergency Management Agency (VITEMA) with PA recovery efforts, providing technical assistance in the development of PWs.

SUBJECT MATTER EXPERT, DAMAGE ASSESSMENT, TUBBS WILDFIRES, SANTA ROSA, CA (2017)

Following the wildfires in the City of Santa Rosa, which destroyed more than 3,000 homes, Arvin was deployed to California for 30 days to assist the Santa Rosa City Manager with the FEMA disaster process. He assisted with damage eligibility issues and worked with City Department heads to manage the damage assessment process and ensure maximum FEMA reimbursement.

ARVIN COPELAND

PROJECT EXECUTIVE, SME
(FEMA PA GRANTS MANAGEMENT)



YEARS OF EXPERIENCE

40+ Years

EDUCATION

Indiana Wesleyan University, BS,
Management

LICENCES/CERTIFICATIONS/TRAINING

Professional Emergency Manager (former)
Arson Investigator
Building Inspector (former)
Building Management (former)
EMT Instructor
First Aid & CPR

DIRECTOR OF RESPONSE AND RECOVERY, INDIANA DEPARTMENT OF HOMELAND SECURITY (2008 – 2017)
ADMINISTRATIVE DIRECTOR, INDIANA DEPARTMENT OF HOMELAND SECURITY (2005 – 2008)

As the Governor's Authorized Representative, Arvin developed scopes of work for damage incurred during disasters and negotiated the funding needed to rebuild. He managed 55 staff members and worked with government and private sector leaders across 92 counties to administer a \$100 million program to rebuild infrastructure, homes, and businesses.

As part of his work, Arvin managed the Indiana State Relief Fund for disaster damage to communities and homeowners. He directed all functions during the worst disaster in Indiana's history (severe rains and flooding), with approximately \$2 billion in aggregated damages. He also assisted with a housing mission administered by the U.S. Army Corps of Engineers (USACE), during which temporary mobile home sites were leased to install FEMA housing.

EXECUTIVE DIRECTOR, HAMILTON COUNTY, INDIANA, DEPARTMENT OF EMERGENCY MANAGEMENT (2000 – 2004)

Arvin served as administrative and emergency response division director for the second most populous county in Central Indiana and part of the Indianapolis-Carmel-Anderson metro area. During Arvin's tenure, he managed the response to Tropical Storm Grace (2003), which dropped more than seven inches of rain on Central Indiana, destroyed 700 homes, and backed up sewage systems throughout Indianapolis and surrounding areas. A state of emergency was declared for Indiana.

MAYOR, CITY OF WABASH, INDIANA (1995 – 1999)

During Arvin's tenure as Mayor, the City developed a new Industrial Park with the addition of four new industries. He created strategic alliances with city and organization leaders to effectively align with and support key business initiatives, which established an open-door policy for better communication and transparency for the community.

FIRE CHIEF, CITY OF WABASH, INDIANA FIRE DEPARTMENT (1980 – 1995)

During his time as Fire Chief, Arvin established the first paramedic service in the City. He advanced through the ranks of the department from firefighter to chief.

Laurie has 20 years of experience in disaster response field operations and disaster recovery, with focus on FEMA PA reimbursement support.

For nearly 15 years, Laurie provided a wide range of emergency management technical assistance for counties in southwest Florida, including field operations for 10 major hurricane disasters throughout Florida. She has served as Emergency Management Director, Incident Commander, EOC Chief, and Communications Officer. She has knowledge of NIMS and ICS, with experience in planning (e.g., emergency operations plans, comprehensive emergency management plans (CEMP), standard operating procedures (SOPs), local mitigation strategies (LMS)); training; and development and execution of tabletop, functional, and full-scale exercises. She also served as a debris management project manager following Hurricane Irma.

Laurie also has extensive experience in disaster recovery, managing client interface for the FEMA PA program for recipients and sub recipients, including supporting damage and eligibility assessment and using the FEMA Grants Portal for submitting required documentation for project formulation. She directly managed more than \$20 million in FEMA PA for replacement of critical infrastructure and charter educational school recovery. Since joining Witt O'Brien's, she has implemented response planning and long-term recovery strategies for both hurricanes and COVID-19.

DISASTER RECOVERY SPECIALIST III, INFRASTRUCTURE SERVICES, WITT O'BRIEN'S (2022 – PRESENT)

As a Disaster Response Specialist, Laurie works to continuously to build upon and enhance response and recovery project delivery to effectively assist our local, state, and federal clients. She currently supports COVID-19 and hurricane recovery in multiple states and jurisdictions.

DISASTER RESPONSE SPECIALIST II, LUMA ENERGY PUERTO RICO (2021 – 2022)

Laurie provided technical and developmental guidance for LUMA Energy to prepare for, respond to and recover from any type of disaster that may affect the electric power transmission and distribution lines on the island of Puerto Rico. She was an intricate part of the IEM team that developed LUMA's Emergency Response Plan (ERP) and additional internal and external plans in relation to their blue and grey sky operations. Submissions include the Major Outage Restoration, Fire Response, Earthquake Response Annexes, Cyber Terrorism and EOC Guidebook. Laurie assisted with conducting LUMA's Homeland Security Exercise and Evaluation Program (HSEEP) Exercises and Integrated Preparedness Planning Workshops that assessed their response and recovery capabilities. She continually provided internal mentorship and developed After Action Reviews and Improvement Planning. She developed standard operating guidelines, procedures, policy, and strategies to enhance the capabilities of LUMA's Office of Crisis Management.

DISASTER RECOVERY ASSOCIATE, HURRICANE MICHAEL / COVID-19 (2019 – 2021)

While with Hagerty Consulting, Laurie led project oversight as the client's direct point of contact regarding FEMA PA eligibility project status, and grant reimbursement management. She managed the FEMA Site Inspections for damaged facilities and coordinated with cost estimators regarding the development of damage-descriptions-dimensions. She managed the client's Public Assistance Grants Manager and Grants Portal tools to submit required FEMA documentation for project formulation, monitoring pre-awarded

LAURIE CARLEY
PROJECT MANAGER



YEARS OF EXPERIENCE
20 Years

EDUCATION

Associate of Arts, Business Techniques, University of Phoenix, 2019

Bachelor of Science, Business, University of Phoenix, 2021

Human Resource Management (Undergraduate) Certification, 2021

CERTIFICATIONS

Florida Emergency Preparedness Association: Currently in recertification for the Florida Professional Emergency Manager Certification.

functions and overall management of the grant. Laurie administered a hospital replacement project which resulted in an obligation of over \$18 million dollars. Laurie validated support documentation for municipal general debris totaling over \$50 million dollars as well as for the Private Property and Commercial Debris and Demolitions Program while also assisting with its reconciliation of contract invoicing. She coordinated with client staff to assist with management of CARES Act funding and was responsible for the oversight of COVID-19 support documentation.

EMERGENCY PLANNER, HILLSBOROUGH COUNTY, FLORIDA (2018 – 2019)

Laurie served as an on-site mentor and subject matter expert to the Emergency Management Staff related to the full spectrum of emergency management operations. She provided review of the County Comprehensive Emergency Management Plan, Continuity of Operations Plan as well as multiple standard operating procedures and guidelines, logistics and communications plans. She assisted in the development of Emergency Operations Center (EOC) Desk Books for each Emergency Support Function in addition to WebEOC and Everbridge training and exercises. Developed and executed HSEEP Tabletop and Functional Exercises for all EOC Staff, county internal staff, and external support entities. She also provided emergency operations center support in the planning section for EOC activation(s) and participated in committee development for long term recovery planning.

DEBRIS MANAGEMENT PROJECT MANAGER, LEON COUNTY, FL (2017 – 2018)

Laurie was the Project Manager and direct point of contact to the County and FEMA for Hurricane Irma for debris operations in Florida and Georgia. She coordinated emergency debris push operations to include right-of-way and property collections. Laurie managed field operations, debris monitoring coordination, permitting, and security. She managed all safety meetings, and validated compliance with all local, state, and federal regulatory requirements. She managed the Debris Management Site (DMS) for reduction, recycling, and final disposal to include reconciliation in the field through site operational closeout.

EMERGENCY MANAGEMENT CONSULTANT, STATE OF FLORIDA (2006 – 2017)

Laurie provided emergency management subject matter expert technical assistance to Southwest Florida Counties. She evaluated and revised emergency operations plans to include Comprehensive Emergency Management Plans (CEMP), Standard Operating Procedures and Guidelines (SOP/SOGs), Local Mitigation Strategies (LMS) and state and federal grant applications. She evaluated county response and recovery plans to develop and execute tailored HSEEP-compliant tabletop, functional and full-scale exercises to assess capabilities to respond and recovery from disastrous incidents and events. She developed After Action Reports with Improvement Plans (AAR/IP) and provided Community Emergency Response Team (CERT) training to enhance the local community's ability to respond and recovery from emergencies and provided support for EOC operations during activations.

EMERGENCY MANAGEMENT DIRECTOR, HOLMES COUNTY, FLORIDA (2014–2015)

Laurie implemented a training and exercise program to assess the counties disaster response and recovery capabilities. She provided leadership and increased department capabilities by evaluating all emergency operations plans, procedures and guidelines to support grant requirements. Laurie built relationships with internal and external entities and organizations to develop focus groups and committees ensuring continuity of operations capability. She participated in the Local Mitigation Strategy (LMS) committee and applied and received grants through the program for culvert replacements throughout the County. Laurie augmented the alternate EOC to build internal capabilities to accommodate additional needs in areas of response and recovery. Laurie built relationships with the State and Federal partners and provided oversight of the FEMA Public Assistance grants.

EMERGENCY MANAGEMENT COORDINATOR/DIRECTOR, SEMINOLE TRIBE OF FLORIDA (2004 – 2006)

Laurie developed and implemented the Emergency Management Department that included all Tribal Reservations. Laurie was the Incident Commander for all EOC activations and provided guidance to the Tribal Council and Board Members of operations and budgetary management. She developed the Comprehensive Emergency Management Plan and significantly enhanced the department utilizing the framework of NIMS and Incident Command System (ICS). She participated in multi-jurisdictional meetings, committees, and conferences to build relationships between the tribal and non-tribal entities and organizations. Laurie was the direct point of contact to FEMA for the Public Assistance Grants for multiple affected reservations resulting in over \$8 million dollars in eligible reimbursement. She was the Liaison to FEMA Site Inspectors including those of the Hard Rock Hotels enterprise. She coordinated relief efforts to Louisiana and Joplin, Missouri post-hurricane and tornado impacts.

Rachel has an extensive background in disaster response and recovery that includes work at the local, state, and federal levels. She deployed to the State of Illinois to assist in developing their Long-term Recovery Strategy and Implementation Plans for COVID-19. As the Director of Emergency Management for San Marcos, Texas, she led the countywide response for over 35 agencies and led the Long-term Recovery Task Force.

Rachel led the planning effort in receiving over \$20 million in CDBG-MIT funding as well as over \$19 million in CDBG-DR funding for the municipal government. She has experience in HMGP project management completing multiple project applications and receiving over \$5 million in funding.

DEPUTY PRACTICE LEAD, INFRASTRUCTURE SERVICES, WITT O'BRIEN'S (2021 – PRESENT)

As Deputy Practice Lead, Rachel works to enhance project delivery and consistency offering the full scope of services to federal, state, and local clients. She has presented at numerous conferences, including the International Association of Emergency Managers and Texas Division of Emergency Management conferences, among others, on topics related to emergency management. She is engaged with providing disaster recovery, COVID-19 support, guidance, and leadership to staff across the country.

MANAGER OF STATE AND LOCAL RESPONSE AND RECOVERY, INNOVATIVE EMERGENCY MANAGEMENT (IEM) (2020 – 2021)

Rachel served as a Project Manager upon hire and promoted to Manager after just 11 months. Her responsibilities included managing multi-million-dollar contracts for COVID-19 recovery efforts for the State of Illinois and crisis management work for LUMA Energy in Puerto Rico. Achievements for Illinois include the establishment of the State's first-ever Disaster Recovery Framework, COVID-19 Long-term Recovery Plan, and the introduction of recovery support functions for local, state, and federal agencies.

Achievements with LUMA Energy include leveraging several FEMA grants programs to develop a crisis management program and build the framework for Emergency Response and Recovery, the LUMA Emergency Operations Center, and drafting the first-ever Emergency Response Plan (ERP). A utility hazard analysis was also completed for the first time, revealing multiple areas to address gaps in preparedness, response, and recovery operations. A training and exercise program was implemented providing Incident Command System (ICS) training to over 2,000 staff and conducting workshops that brought together more than 200 stakeholders from local, state, and federal levels of government, private industry, and nonprofit institutions for the first time on the island. A federal grants manual was published as well as policies on emergency procurements and processes for documenting, tracking, and submitting expenses to government agencies to obtain FEMA reimbursements post-disaster.

RACHEL INGLE, CEM

ASSISTANT PROJECT
MANAGER



YEARS OF EXPERIENCE

21 Years

EDUCATION

Executive Leadership Certificate,
Leadership in Crisis, Harvard
University

BS, Emergency Management/
Homeland Security, Jacksonville
State University

AAS, Disaster Preparedness,
Community College of the Air Force

CERTIFICATIONS

Certified Emergency Manager
(CEM), International Association of
Emergency Managers

Certified Texas Emergency Manager
(TEM), Emergency Management
Association of Texas

TRAININGS

National Emergency Response and
Rescue Training Center: WMD
Terrorism Awareness for Emergency
Responders

North Atlantic Treaty Organization
(NATO) NBC Defense Course: I-70-
A-01

U.S. Army Chemical School: Toxic
Agent Training

U.S. Air Force Readiness
Apprentice Course and CBRNE Key
Leader's Course

EMERGENCY MANAGEMENT COORDINATOR (EMC) AND HOMELAND SECURITY MANAGER, CITY OF SAN MARCOS, TX (2017 – 2020)

Responsibilities included the leadership, development, implementation, coordination, and maintenance of the emergency preparedness, response, recovery, and mitigation plans and activities for the overall emergency management program. Served as the emergency management grants coordinator for the city, managing all disaster-related grants, state and federal; this included grants for Homeland Security, Emergency Management Performance, Public Assistance (PA), Disaster Recovery, and private grants awarded for emergency management.

Other achievements included the management, recovery, completion, and closeout of over \$2 million in federal PA grants from three previous disasters in 2013 and 2015. Assisted project managers and engineers in complex projects to ensure compliance with site visits and the scope of work (SOW). Drafted detailed scope changes for multiple projects that allowed the city to increase the allowable costs of the project and available federal assistance by more than 200%. Completed project worksheets (PWs) establishing eligible project sites and accurate cost descriptions. Developed invoicing, payment records, and compliance review procedures.

PUBLIC HEALTH AND MEDICAL PREPAREDNESS AND RESPONSE PLANNER, RESPONSE AND RECOVERY UNIT, TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) (2016 – 2017)

Responsibilities included maintaining specialized knowledge of public health and medical services preparedness, response, and recovery activities as well as writing, updating, and evaluating DSHS public health and medical preparedness plans; and authoring the first Texas Public Health and Medical Preparedness and Response Plan. Completed the first-ever Public Health and Medical Hazard and Vulnerability Analysis for the State of Texas. Served as a liaison to other DSHS programs and external agencies on all state emergency management plans including public health and medical roles and responsibilities. Roles included developing and managing the workplan and planning performance measures for the Centers for Disease Control and Prevention (CDC) and the Office of the Assistant Secretary for Preparedness and Response (ASPR) grant programs. Provided technical assistance to regional and local stakeholders on the development of public health and medical preparedness plans and exercises.

PLANNING SECTION CHIEF, CAPE CORAL FIRE DEPARTMENT – DIVISION OF EMERGENCY MANAGEMENT (2016)

Responsibilities included developing, training, and exercising the city's Emergency Operations Plan (EOP) and Recovery Plan. Conducted reviews of supporting documentation to ensure proper reimbursement for PA, Emergency Management Performance Grant, Homeland Security Grant Program, and other federal grants. Ensured the city was compliant with federal procurement standards (44CFR, 2CFR, and others) and other state statutes for expenditures and reimbursements. Prepared post-disaster economic redevelopment strategies. Analyzed various reports and other documentation to gain information, determine compliance, and apply applicable information to emergency management planning tasks. Analyzed demographic, statistical, and other forms of data relevant to emergency and disaster planning for utilization in grant funding distribution.

PLANS AND OPERATIONS OFFICER, MANATEE COUNTY, FL EMERGENCY MANAGEMENT (2013)

On a rotating basis, managed the primary and secondary Emergency Operations Centers (EOCs). Developed, revised, implemented, maintained, and provided input on internal and external comprehensive disaster plans, checklists, and programs addressing county-wide all-hazard mitigation, response, recovery, and preparedness actions. Reviewed federal grant guidance documentation to ensure compliant checklists were developed for EMPG, HSGP, PA, and HMGP grant programs to aid in a more efficient reimbursement process. Provided technical assistance with the maintenance and implementation of local, state, and federal grants.

Evan Rosenberg, JD, is a disaster recovery and legal expert with more than 12 years of experience in assisting state and local clients with federal disaster recovery programs. He spent 8 years at the Florida Division of Emergency Management and 1 year at the Florida Housing Finance Corporation.

Evan serves as part of the Territorial leadership team for the USVI recovery efforts after Hurricanes Irma and Maria. As Operations Manager/Assistant Program Manager, he provides company representation before elected and appointed officials of the Territory. Additionally, Evan provides direction and mentoring to three Deputy Program Managers. Evan is also the Policy Analyst Lead for the client's Recovery Operations across multiple programs including PA, CDBG-DR, FHWA, NRCS, DOI, and Territorial sources. As the PA Appeals Officer, he is engaged, as needed, in monitoring issues that could lead to appeals development and filing. Evan is also responsible for data capture and analysis of the Territory. As the Reports/Analytics Lead, he develops weekly, monthly, and yearly tracking metrics for both internal and external publication.

EMERGENCY PREPAREDNESS SERVICES, UNIVERSITY OF NORTH CAROLINA (2020-PRESENT)

Evan is currently serving as an Appeals Specialist for the UNC System to support the System Office and affiliated organizations and its 17 member campuses recover from the COVID-19 pandemic. As the Appeals Specialist, he is engaged, as needed, in monitoring issues that could lead to appeals development and filing.

OPERATIONS MANAGER, ASSISTANT PROGRAM MANAGER, AND SUBJECT MATTER EXPERT, DISASTER RECOVERY, US VIRGIN ISLANDS (2018 – PRESENT)

In multiple capacities, Evan serves as part of the Territorial leadership team for the USVI recovery efforts after Hurricanes Irma and Maria. As Operations Manager/Assistant Program Manager, he provides company representation before elected and appointed officials of the Territory. Additionally, Evan provides direction and mentoring to three Deputy Program Managers.

Evan is also the Policy Analyst Lead for the client's Recovery Operations across multiple programs including Public Assistance, CDBG-DR, FHWA, NRCS, DOI, and Territorial sources. As the PA Appeals Officer, he is engaged, as needed, in monitoring issues that could lead to appeals development and filing. Evan is also responsible for data capture and analysis of the Territory. As the Reports/Analytics Lead, he develops weekly, monthly, and yearly tracking metrics for both internal and external publication.

DEPUTY DIRECTOR OF MULTIFAMILY DEVELOPMENT, FLORIDA HOUSING FINANCE CORPORATION, FLORIDA (2017 – 2018)

Evan served as the Deputy Director of Multifamily Development and legal Subject Matter Expert supporting the allocation of approximately \$100 million annually in federal Low-Income Housing Credits, as well as State loan/bond funds, for the development and preservation of affordable housing within the State. He developed competitive proposals for fund allocation, as well as scoring schematics and assignments for such competitive housing allocations, both post-disaster and non-disaster related.

DISASTER RECOVERY, FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FLDEM) (2009 –2017)

While employed by FLDEM in several high-level positions, Evan provided leadership and results for disaster recovery initiatives. During his 4-year tenure as the State's Chief of Recovery he developed a change

EVAN ROSENBERG, JD
SENIOR GRANT SPECIALIST (PA)



YEARS OF EXPERIENCE

30+ Years

EDUCATION

JD, Juris Doctor Law, Florida State University

MS, Urban and Regional Planning, Florida State University,

BS, University of Maryland, Aerospace Engineering and Mathematics

LICENCES/CERTIFICATIONS/TRAINING

FEMA Advanced EM Academy, 2017
FEMA L962 – All Hazard Plans Section Chief, 2014

FEMA L958 – All Hazards Ops Section Chief, 2013

FEMA Advanced Professional Series, 2010

FEMA Professional Series, 2009
ICS-100, 200, 700, 800

State of Florida Certified Contract Manager, 2015

Florida Real Estate Sales License, 2002

EMPLOYER CONTACT INFORMATION:

Name: Witt O'Brien's, LLC

Date of Employment: 2018- Present

Phone: (281) 320-9796

management process within the Bureau of Recovery to address adaptability of state transparency statutes and DHS-OCFO funding determinations. He was responsible for responding to State and DHS-OIG audits of the Florida Recovery Program. Evan also provided oversight for the state Public Assistance teams that worked with FEMA to close out over 600 Projects Worksheets (PWs) on older events, totaling more than \$50MM. He integrated the Recovery Support Functions (RSFs) into operational plans for both Emergency Operations Center (EOC) and Joint Field Office (JFO) Operations. Prior to his service as the Recovery Chief, he has stepped up as EOC/JFO Operations Chief for disaster events, including Tropical Storm Debby and Hurricane Isaac. Evan has managed staff across PA, IA, CDBG-DR, and Special Considerations units in response to ongoing disasters and to closeout previous disasters. Evan acted as the Stafford Act Appeals Officer for a short time during his tenure with FLDEM, writing approximately 300 appeals with an estimated recoupment of \$50M for the affected local governments and state agencies.

EMERGENCY MANAGEMENT COURSES, AMERICAN PUBLIC UNIVERSITY SYSTEM (2012 – PRESENT)

Evan teaches Graduate and Undergraduate courses in the School of Homeland Security's Emergency Management Program. His courses include Emergency Management Theory, Research Methods, Mitigation & Resilient Communities, Economics of Disaster, and Emergency Management Law.

DISASTER MANAGEMENT COURSES, FLORIDA STATE UNIVERSITY CENTER FOR DISASTER RISK POLICY URBAN PLANNING DEPARTMENT (2006 –2011)

Evan developed and taught four courses on Risk Management and Recovery in Disaster for both undergraduate and graduate level studies. He also assisted the Urban Planning Research Lab with the preparation of ordinances and policy documents and taught courses in Growth Management and Environmental Planning.

TELECOMMUNICATIONS ENGINEERING MANAGEMENT (1991 – 2002)

Prior to disaster recovery, Evan's career focused on using computer-aided design, in-field site surveys, and network optimization to implement wireless networks in the telecommunications field. Evan was an engineer responsible for the design, construction, and performance of cellular and wireless networks. He went on to supervise engineering departments in relation to network planning, overseeing 10 in-house engineers and a network of over 100 regional installation and maintenance contractor teams nationwide.

BUREAU CHIEF OF RECOVERY, FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FLORIDA (FLDEM) (2009 –2017)

Evan served as the Division Lead for all Recovery Operations including four new and more than 20 previously declared Presidentially declared disasters. For the events occurring during his tenure he served as Deputy SERT Chief and GAR while the EOC was engaged and served as Deputy State Coordinating Officer and GAR in charge of all JFO operations. The following highlight his responsibilities and achievements:

- Coordinated the disaster declaration request process for four declared and five undeclared events. This included staffing PDA teams, prioritizing competing demands from stakeholders, coordination of private-sector and volunteer entities, and development of declaration requests for the Governor's review;
- Oversaw State PA teams that worked with FEMA to develop over 600 project worksheets (PWs), totally more than \$500 million;
- Oversaw State IA teams that worked with FEMA to qualify over \$100 million in Individual Assistance grants and over \$200 million in SBA low interest loans; and
- Directed the development and implementation of State-level JFO organization (NIMS/ICS) and communications programs & processes, to include federal, state, local, private-sector & NGO partners.

For previously declared events, Evan coordinated/led responses to State and DHS-OIG audits of the Recovery Programs and oversaw State PA teams that worked with FEMA to close out more than 600 PWs on older events that totaled more than \$50 million. Evan also emphasized change-management within the Bureau to reflect adaptability while facing implementation of state transparency statutes, DHS-OCFO funding determinations, and transitioning to the Supercircular. Other State recovery initiatives included integration of the Recovery Support Functions (RSFs) into operational plans for both Emergency Operations Center (EOC) and Joint Field Office (JFO) Operations, at both the state and local level and integration of CDBG-DR funding into the scope of larger

Recovery efforts. During his career at FLDEM, Evan also served as Deputy Chief of Recovery, Special Considerations Manager (PA), and Stafford Act Appeals Officer (PA).

ADJUNCT PROFESSOR OF EMERGENCY MANAGEMENT, AMERICAN PUBLIC UNIVERSITY SYSTEM (2012-PRESENT)

Evan teaches in the School of Homeland Security's Emergency Management Program. Courses taught include Emergency Management Theory, Research Methods, Mitigation & Resilient Communities, Economics of Disaster, and Emergency Management Law. He is responsible for course development, delivery, and evaluation.

INSTRUCTOR/MENTOR, FLORIDA STATE UNIVERSITY, CENTER FOR DISASTER RISK POLICY AND URBAN PLANNING DEPARTMENTS (2006-2011)

Evan developed and taught four courses on Risk Management and Recovery in disaster for both undergraduate and graduate level studies. He also assisted the Urban Planning Research Lab with the preparation of ordinances and policy documents and taught courses in Growth Management and Environmental Planning.

TELECOMMUNICATIONS ENGINEER/ENGINEERING MANAGER (1991-2002)

Prior to disaster recovery, Evan's career focused on using computer-aided design, in-field site surveys, and network optimization in the telecommunications field. Evan was an engineer responsible for the design, construction, and performance of cellular and wireless networks. He went on to supervise engineering departments in relation to network planning, overseeing 10 in-house engineers and a network of over 100 regional installation and maintenance contractor teams nationwide.

Erin Buchanan, CFM, has nearly 20 years of hazard mitigation experience, including mitigation planning, project and application development, grants management, and financial data management. Erin leads the development of mitigation plans for state and local governments and large universities. This includes leading her team to closely support VITEMA's mitigation staff in addressing the most complex FEMA RFIs and to ensure USVI agency compliance with FEMA program guidelines.

Erin took the lead of the USVI HMGP team early in 2021 and was able to support multiple application deadline extensions and almost triple the total value of HMGP project applications submitted to FEMA in less than two years. With a cost-efficient team of five, over \$1.1 billion of mitigation projects have been submitted to FEMA, including complex advance assistance studies, phased-drainage projects, numerous saferooms, and multi-island wind-retrofit programs. As HMGP projects have moved forward into approval and implementation. She is skilled in the development of funding strategies and has developed financial management tools to track and manage over \$2.7 billion in federal funds and over 400 individual projects.

HAZARD MITIGATION PLANNING, ST. CHARLES PARISH, LOUISIANA (2019 – PRESENT)

Erin serves as Project Manager/Senior Mitigation Planner for updating St. Charles Parish's Hazard Mitigation Plan. The scope includes a detailed repetitive loss strategy that the Parish will use to implement the residential mitigation program.

HAZARD MITIGATION PLANNING, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, DISTRICT 4 (2019 – PRESENT)

Erin serves as Project Manager/Senior Mitigation Planner for updating the regional mitigation plan consisting of ten counties and many other jurisdictions.

HAZARD MITIGATION PLANNING, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, DISTRICT 8 (2019 – PRESENT)

Erin serves as Project Manager/Senior Mitigation Planner for updating the regional mitigation plan consisting of seven counties and many other jurisdictions.

HAZARD MITIGATION PROGRAM SUPPORT, SIENNA PARKS & LEVEE IMPROVEMENT DISTRICT, TEXAS (2018 – PRESENT)

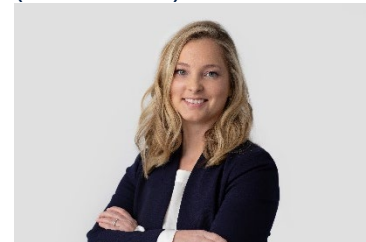
Erin serves as Hazard Mitigation Specialist/Project Manager tasked with identifying and developing hazard mitigation projects. She has submitted multiple grant applications to the Texas Division of Emergency Management (TDEM) totaling approximately \$70 million, which are currently under review. Erin is also the project manager and senior mitigation planner assisting the Sienna Parks & Levee Improvement District with the development of its inaugural Hazard Mitigation Plan.

HAZARD MITIGATION PLANNING, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY (2018)

Erin served as Project Manager/Mitigation Planner updating the Mississippi State Plan, which included an extensive file conversion and updates to include climate change.

HAZARD MITIGATION TECHNICAL ASSISTANCE, CITY OF SAVANNAH, GEORGIA (2017 – PRESENT)

ERIN BUCHANAN, CFM SENIOR GRANT SPECIALIST (MITIGATION)



YEARS OF EXPERIENCE

20 Years

EDUCATION

B.A., International Relations and Affairs,
Minor – French, Marshall University

LICENCES/CERTIFICATIONS/TRAINING

Certified Floodplain Manager (CFM)

FEMA Classroom Training: DF-100, DF-105, DF-106, DF-109, DF-120, DF-128, DF-219, DF-228, DF-304, DF-305, DF-308, DF-310, DF-319, DF-416, DF-418, DF-420, DF-421, DF-434, DF-435, DF-437, DF-500, DF-505, DF-506, DF-507, E-253, E-273, E-276, E-842, L-273, L-386, L-701

EMPLOYER CONTACT INFORMATION:

Name: Witt O'Brien's, LLC
Date of Employment: 2017 - Present
Phone: (281) 320-9796

Erin serves as a mitigation specialist responsible for the development and grants management of the City of Savannah, Georgia generator project, which was submitted for HMGP funding under Hurricane Matthew.

FLOOD MITIGATION ASSISTANCE, TOWN OF TOMS RIVER, NEW JERSEY (2017 – PRESENT)

Erin serves as a mitigation specialist responsible for the development and grants management of the Toms River, New Jersey Flood Mitigation Assistance Elevation project.

HAZARD MITIGATION TECHNICAL ASSISTANCE, CITY OF FERNANDINA BEACH, FLORIDA (2017 – PRESENT)

Erin serves as a mitigation specialist responsible for the development and grants management of the City of Fernandina Beach, Florida drainage project.

HAZARD MITIGATION PLANNING, VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT (2017 – 2018)

Erin served as Project Manager and Senior Mitigation Planner responsible for the update of the plan as well as adding applicable enhanced plan elements. The plan also included a loss-avoidance study using previously implemented mitigation projects throughout the Commonwealth.

HAZARD MITIGATION PLANNING, WARD COUNTY, NORTH DAKOTA (2017 – 2018)

Erin served as Project Manager responsible for the update of the Hazard Mitigation Plan, which included 13 jurisdictions. Erin was also responsible for contract management and client reporting.

HAZARD MITIGATION GRANTS MANAGEMENT, UNIVERSITY OF TEXAS, MEDICAL BRANCH (UTMB) (2016 – 2019)

Erin served as Project Manager/Hazard Mitigation Specialist responsible for grant management, as well as advising UTMB leadership, staff, and contractors. She was responsible for identifying and developing mitigation projects as funding became available. She has submitted multiple grant applications to the Texas Division of Emergency Management (TDEM) totaling approximately \$25 million.

Erin also worked as Mitigation Planner for the Hazard Mitigation Plan update and was responsible for the QA/QC of updated plan documents for The University of Texas, Medical Branch at Galveston Disaster Resistant University Hazard Mitigation Plan.

HAZARD MITIGATION PLANNING, MULTIPLE CLIENTS, VIRGINIA (2016 – 2017)

As Senior Mitigation Planner, Erin worked with the Northern Virginia counties of Arlington, Fairfax, Loudoun, and Prince William; the cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park; and the towns of Clifton, Dumfries, Haymarket, Herndon, Leesburg, Lovettsville, Middleburg, Purcellville, Occoquan, Round Hill, and Vienna to update the Hazard Identification and Risk Assessment (HIRA) for the Northern Virginia Hazard Mitigation Plan. Erin provided technical assistance, document and data management, research, and QA/QC for this multi-jurisdictional Hazard Mitigation Plan.

HAZARD MITIGATION PLANNING, JEFFERSON COUNTY, ARKANSAS (2015 – 2017)

Erin worked as a Mitigation Planner for this project, and was responsible for the QA/QC of updated plan documents for The Jefferson County, Arkansas Multi-Jurisdictional Hazard Mitigation Plan.

HAZARD MITIGATION PLANNING AND RISK ASSESSMENT, THE UNIVERSITY OF MINNESOTA (2015 – 2016)

As Deputy Project Manager/Senior Mitigation Planner, Erin worked closely with the five campuses of the University of Minnesota to collect data and documents necessary to create the university's inaugural Hazard Mitigation Plan and update their existing threat/hazard identification and risk assessment (THIRA). Erin was responsible for documenting the development process for the plans, managing data and documents provided by the participating campuses and departments, researching information for the plans, and formatting and updating the plan documents. She worked closely with both the university and its representatives involved in the plan development/update process, providing technical assistance at each stage of the plan and document development/update, including in the development of the mitigation strategy for each campus and the public participation process. Erin also worked with GIS staff to ensure all map products created for the plan were accurate and correctly reflected conditions, assets, and data sources.

HAZARD MITIGATION PLAN REVIEW, AUBURN UNIVERSITY, ALABAMA (2015 – 2016)

Erin was responsible for the QA/QC of plan documents for the Auburn University Disaster Resistant University Hazard Mitigation Plan, which included a preliminary Business Impact Analysis (BIA) for multiple departments at the university.

HAZARD MITIGATION PROGRAM SUPPORT, LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) (2007 – 2016)

Erin served as Hazard Mitigation Specialist supporting GOHSEP during the rebuilding efforts from Hurricanes Katrina, Rita, Gustav, Ike, Isaac, and several other unnamed disasters. She assisted in the development and implementation of strategic plans for mitigation programs. Erin provided expert guidance regarding mitigation, assisted in identifying and developing HMGP projects and applications, ensured guidance and legislative criteria were met, performed QA/QC reviews, assisted with problem resolution, developed cost analyses, assisted in training GOHSEP staff and local sub-recipients, and developed funding strategies and financial management tracking tools that managed over \$2.7 billion in federal funds.

LaTosha is a Disaster Recovery Specialist, bringing more than over 15 years of experience supporting hurricane recovery in the state of Florida.

LaTosha has been engaged in supporting FEMA PA for over a decade. Her work has spanned severe weather events, COVID-19, mass shootings, wildfires, and hazardous material events.

COVID-19 RECOVERY SUPPORT, NATIONWIDE (2020 – PRESENT)

LaTosha is currently serving as the Project Manager for multiple COVID-19 cost recovery projects involving FEMA and other federal grants, supporting municipal, educational, and healthcare clients with their expenditure tracking, grant eligibility analysis, grant submittal, CARES act grant accountability, cost recovery, audits, and compliance.

EMERGENCY MANAGEMENT DIRECTOR, HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS, (2018 – 2022)

LaTosha developed, coordinated, and maintained an effective full spectrum emergency management program ensuring compliance with all applicable local, state, and federal policies, procedures, rules, laws, regulations, and standards. She managed multiple grant programs and presented on eligible and non-eligible expenditures, required reporting, and annual closeouts to the Board of County Commissioners on grants such as the Emergency Management Preparedness and Assistance (EMPA), Emergency Management Performance Grant (EMPG), Hazardous Analysis Grant, Public Assistance and CARES Act Funding. Developed, reviewed, and organized revisions of plans that included the Comprehensive Emergency Management Plan (CEMP) and Annexes, Local Mitigation Strategy (LMS), Continuity of Operations and Government Operation Plans (COOP/COG), Threat and Hazard Identification and Risk Assessment (THIRA), Long Term Recovery Plan, and County wide Communications Plans. Task coordinated with County Maintenance Department and external contractors to ensure readiness and functionality for the County Emergency Operations Center (EOC), county wide communications assets (public safety communication towers), emergency shelters, and multiple emergency generators required to be available throughout the County.

LaTosha improved upon the Training and Exercise Program and the Homeland Security Exercise and Evaluation Program (HSEEP) by coordinating and building relationships with multi-agency and multi-jurisdictional agencies and organizations. She directed all After-Action Reviews, Reports, and Improvement Plans for minor or major incidents and events and exercise. She ensured compliance with the Board of County Commissioners policy, procedures, and directives to lead emergency management effectively and reduce liability risks.

LaTosha engaged with the State of Florida, Division of Emergency Management (FDEM) in relation to all situational awareness for all county incidents, events, training, and exercises. She conducted review of the Human Resources Department Emergency Procurement Plans and led the development and annual revisions to the Long-Term Recovery Plan. She also assisted in the development of County wide policies and procedures for local government during COVID and served as Incident Command for the Vaccination POD sites which was effectively administering 2500 doses of vaccine daily. She managed Florida Public Assistance Grant Program for COVID beginning with the Streamline Application Process within Grants Portal to requesting reimbursements through the State. She also collaborated with local volunteer agencies and South Florida State College to recruit and manage training for volunteers. LaTosha developed the demobilization plan to maximize cost effectiveness while meeting incident objectives.

LATOSHA REISS

GRANT SPECIALIST (PA)



YEARS OF EXPERIENCE

15 Years

EDUCATION

BS Business Administration
Management, Western Governors
University

EOC SPECIALIST, HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS, (2015 – 2018)

LaTosha assisted with grant management and planning actions related to the Emergency Management program. She supported EOC operations during activations and recovery and managed all grant programs related to the Emergency Management and County Planning and Grant Departments. LaTosha assisted in the PA Program by applying through Grants Portal, conducting site visits, and maintaining records required for FEMA, including ICS forms, as well as damage inventory lists and expenditure documentation to create projects for reimbursement.

She developed, reviewed, and revised emergency operational plans to include the LMS, COOP/COG, THIRA, and Long-Term Recovery Plan. She analyzed county departments organizational systems to identify workflow, communication, and resource utilization issues, such as improving Special Needs Shelter registration. She conducted review of approximately 32 Healthcare Comprehensive Emergency Management Plans for compliance with the Agency for Healthcare Administration (AHCA) annual requirements. Maintained record retention for general purposes and grant requirements.

EMERGENCY MANAGEMENT ADMINISTRATIVE ASSISTANT, GLADES COUNTY BOARD OF COUNTY COMMISSIONERS, (2007 – 2015)

LaTosha provided overall grant administration, reviewed applicable emergency management plans and procedures. She analyzed complex data such as evacuation models, floodplain data, and wind probability data to create technical reports that aid in decision-making and situational awareness. She also assisted IT in plan revisions and organizational support for the upgrade of County Servers and transitioning the county to a new VOIP phone system. She participated in committees and conferences throughout Florida building relationships with internal and external agencies and stakeholders. She served as a member of Unified Command for the Frog Light Fires in 2007 and served as the Planning Section Chief during Tropical Storm Fay in 2008. She collected and disseminated all operational data to provide a constant and accurate situational awareness. She also prepared the Incident Action Plan (IAP) per operational periods and tracked all resources and personnel assigned to the incident acting as the Documentation Unit Leader during EOC activations. She developed a demobilization plan to maximize cost while meeting incident objectives and returning staff safely to blue skies operations.

Chelsea brings 10 years of experience in hazard mitigation assistance, mitigation planning, project management, and grants management.

**DEPUTY DIRECTOR HAZARD MITIGATION, WITT O'BRIEN'S
(2022 – PRESENT)**

Chelsea recently joined Witt O'Brien's after six years with the New Mexico Department of Homeland Security and Emergency Management, serving as the State Hazard Mitigation Officer since 2019.

**HAZARD MITIGATION PLANNING, COLORADO DEPARTMENT OF
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
(2022 – PRESENT)**

Chelsea serves as the Deputy Planner updating the Colorado Enhanced State Hazard Mitigation Plan.

**HAZARD MITIGATION PROGRAM SUPPORT, ALABAMA EMERGENCY
MANAGEMENT AGENCY (2022)**

As Hazard Mitigation Subject Matter Expert, Chelsea was tasked with providing technical assistance on hazard mitigation project applications to jurisdictions across the state of Alabama. She assisted in the review and development of 528 sub-grant applications across four disaster grants, totaling \$147 million in project funds.

**STATE HAZARD MITIGATION OFFICER, NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND
EMERGENCY MANAGEMENT (DHSEM) (2019 – 2022)**

With NM DHSEM, Chelsea managed 17 disaster and non-disaster Hazard Mitigation Assistance Grants and facilitated 113 mitigation plans and projects through all sub-grant stages, from application through closeout. She supervised the Mitigation Unit, which included three Mitigation Specialists and the State Floodplain Coordinator who oversaw the National Flood Insurance Program. She contributed to the 2018 NM SHMP and overhauled the state's Administrative Plan in 2017 and 2021, updating the Mitigation Standard Operating Guidelines, Sub-grant Orientation Packet, and funding methodology. In addition to this work, Chelsea also regularly represented the agency at local, state, and national conferences including presenting at the national and regional HMA workshops, National Earthquake Program Managers meeting, NM Floodplain Manager's Association, NM Wildland Urban Fire Summit, NM Climate Change Task Force, and other forums. During the 2021 funding application cycle she processed 48 project Notices of Interest totaling more than \$100 million in requested funds.

**MITIGATION SPECIALIST, NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT (2016-2019)**

As a Mitigation Specialist, Chelsea provided individually tailored technical assistance to state agencies, local jurisdictions, tribal nations, and special district/quasi-governmental applicants under the HMA program. She maintained positive working relationships with twelve of the federally recognized tribes within the state through in-person and virtual site visits. She reviewed and approved all procurement, contracts, and invoicing associated with sub-grant agreements. She drafted scopes of work (SOW), budgets, and schedules for New Mexico HMA grants and sub-grants. She has firsthand experience

CHELSEA MORGANTI
GRANT SPECIALIST (MITIGATION)



YEARS OF EXPERIENCE
10 Years

EDUCATION
BA, English, Minor - Latin, University
of New Mexico

LICENCES/CERTIFICATIONS/TRAINING
New Mexico Certified Floodplain
Manager, FEMA Classroom Training:
L-273, G-318, G-557

preparing wildfire applications for award under HMGP and BRIC and managing and monitoring all awarded projects through to closeout, ensuring completion occurred in compliance with all federal, state, and local requirements. Chelsea also served in the State's EOC during activations, deployed to post-fire jurisdictions to provide mitigation technical assistance, and conducted numerous site visits for all project types.

DISASTER RECOVERY ANALYST II, CITY OF NEW ORLEANS - CODE ENFORCEMENT (2015)

Chelsea facilitated 383 FEMA conditionally approved demolition properties through the Code Enforcement, local historic, and FEMA Environmental and Historic Preservation processes. She advocated for legal judgments of 'blight' at hearings, in city council meetings, and at local, state, and federal coordination meetings. She created and managed databases to track over \$16 million in grants. In addition, she conducted site inspections of damaged properties, identified historic elements for preservation, and oversaw safe remediation and salvage of residential and commercial demolitions.

SITE SUPERVISOR, ST. BERNARD PROJECT/ AMERICORPS (2013 – 2014)

Chelsea managed and trained up to 40 staff and volunteers per site, per day in the construction and renovation of Hurricane Katrina damaged homes. She executed all construction phases, enforced quality control, and maintained a safe, OSHA compliant, work site. Chelsea was responsible for accurately projecting scope of work timelines, budgets, and work-force needs.

SENIOR STUDENT ENROLLMENT ASSOCIATE, UNIVERSITY OF NEW MEXICO (2012-2013)

Chelsea joined the UNM OneStop center as full-time staff following graduation, advising and resolving issues for prospective and current international and domestic students and their families in all enrollment functions including admissions, registration, records, scholarships, financial aid, cashiering, and general advisement. She continued maintenance of informational websites and the knowledgebase tool, trained new staff, and updated training documentation as needed. Between August-October 2012 she answered 3,053 of the 26,569 calls with a 90% satisfaction rate. This amounted to 11.5% of all calls, the average per person being 8.3%.

STUDENT SERVICES AND SUPPORT CENTER AGENT – TEAM LEADER, UNIVERSITY OF NEW MEXICO (2008-2012)

Over the years as the Team Lead, Chelsea managed between 5-7 student and term employees within the OneStop student support services call and chat center. She developed and maintained training documentation and implemented training and operational standards for new hires. Chelsea served as the Tier II manager for escalated events and maintained customer service standards by addressing issues and communicating procedures and policy changes. She also maintained current and accurate website and knowledgebase tool.

Valarie is an Associate Managing Director at Witt O'Brien's and a registered Professional Engineer (PE) in the states of Florida and Georgia.

Valarie has more than 24 years of experience in disaster preparedness, response, and FEMA Public Assistance (PA) recovery support. She has assisted state, county, and municipal governments; healthcare providers; educational institutions; and non-governmental organizations (NGOs) with disaster preparedness, response, and recovery. She is a subject matter expert in grants management, cost recovery, FEMA disaster closeouts, procurement compliance, and appeals resolution. She also has extensive experience with debris monitoring and operations support. Valarie regularly assists governmental clients with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing FEMA program training initiatives.

Presently, Valarie is the operations lead for all FEMA PA and grant recovery efforts in the continental United States. Prior to joining Witt O'Brien's, Valarie served as FEMA Technical Assistance Contractor (TAC) from 2004-2006, where she performed building damage assessments, prepared cost estimates, developed Project Worksheets (PWs), managed building assessment teams, and served as the Deputy Public Assistance Coordinator (PAC) for debris operations for Hurricane Katrina in South Florida. She also worked as a structural engineer for Wiss, Janney, Elstner Associates, undertaking forensic investigations, structural analysis, repair design, construction period services, and litigation support for structural failures, construction defects, and natural disasters.

COVID-19 RECOVERY SUPPORT, NATIONWIDE (2020 – PRESENT)

Valarie is currently serving as the Project Manager for multiple COVID-19 cost recovery projects involving FEMA and other federal grants, supporting municipal, educational, and healthcare clients with their expenditure tracking, grant eligibility analysis, grant submittal, CARES act grant accountability, cost recovery, audits, and compliance.

HURRICANE DORIAN DISASTER RECOVERY SUPPORT, VARIOUS FLORIDA CLIENTS (2019 – PRESENT)

Valarie is currently serving as the Project Manager for 6 FEMA PA projects supporting clients in Florida with their PW preparation and submittal including Category A, B, E and G damages totaling \$10M.

DISASTER RECOVERY SUPPORT, BOARD OF TRUSTEES OF BAY MEDICAL CENTER – BAY HEALTH FOUNDATION, FLORIDA (2019 – PRESENT)

Valarie is responsible for the management and oversight of a team of personnel working to support Bay Health Foundation with recovery from the devastating impacts of Hurricane Michael that struck the Florida Panhandle as a Category 5 hurricane in October 2018. The damages documented on FEMA

VALARIE PHILIPP, PE SENIOR ENGINEER



YEARS OF EXPERIENCE

24 Years

EDUCATION

MSCE – Master's, Structural Engineering, University of Florida

BS Civil Engineering, University of Florida

LICENCES/CERTIFICATIONS

Professional Engineer (PE):
Florida and Georgia

TRAINING

FEMA Classroom Training:

Operations I, Cost Estimating Format, G-202 – Debris Management

FEMA EMI Courses: IS-008, IS-056, IS-100, IS-156, IS-200, IS-253, IS-279, IS-300, IS-318, IS-340, IS-386, IS-393, IS-400, IS-403, IS-547, IS-613, IS-631, IS-632, IS-700, IS-800, IS-801, IS-803.

projects to date total over \$124M. The hospital sustained significant damage to many of its healthcare facilities countywide with several buildings condemned and in need of complete replacement. The project has required working with outside teams of engineers, architects, and construction firms to assess damage, develop repair and replacement strategies, and complete the vision for a functional and accessible community hospital to serve the needs of the surrounding area.

HURRICANE IRMA DISASTER RECOVERY SUPPORT, VARIOUS CLIENTS, FLORIDA (2017 – PRESENT)

Valarie is managing 10 disaster debris monitoring projects in Florida (9 in Broward County and 1 in Palm Beach County) and 15 FEMA grants management projects, some still in process, resulting from Hurricane Irma which impacted Florida and Georgia in September 2017. PWs were prepared for Categories A, B, C, E, F, and G for damages totaling \$74.7M.

HURRICANE SANDY RECOVERY, BOROUGH OF ALLENDALE, NEW JERSEY (2013 – 2018)

Valarie assisted the Borough of Allendale, New Jersey, with their recovery efforts from Hurricane Sandy. She worked with the borough, state, and FEMA to prepare PWs, subsequent reimbursement requests, and final closeout packages. She reviewed disasters that remained open prior to Sandy and prepared reports on their completeness to provide to the state to complete disaster closures. Valarie also prepared the Borough's FEMA project packages for Winter Storm Jonas which hit in January 2016.

DISASTER RECOVERY SUPPORT, SCHOOL BOARD OF BROWARD COUNTY (SBBC), FL (2008 – PRESENT)

Valarie has directed SBBC's long-term recovery efforts after the various disasters that impacted the Broward County School District from 2004-2020 including their COVID-19 response and recovery. She has overseen the reconciliation and closeout of debris removal projects, emergency protective measures, and permanent work totaling more than \$60M.

Valarie has assisted with gathering, reviewing, and compiling the relevant documentation for the final inspection and closeout of PWs up through the 2016 disasters. This involved identifying and pursuing more than \$9M in unclaimed FEMA funds and project cost over-runs, as well as more than \$3M in originally unclaimed insurance benefits.

When FEMA's Office of the Inspector General (OIG) conducted an audit of 32 of the School Board's projects, documenting \$15M in damages, Valarie assisted by gathering and submitting supporting documentation to satisfy the audit findings and conditions through project closeout. She also prepared formal appeals to FEMA to dispute adverse funding decisions, successfully recovering over \$1.7M in de-obligated funds.

Most recently, she has supported efforts to comply with updates to the FEMA program guidelines including updating procurement policies and procedures to align with federal procurement regulations, as well as implementing disaster expenditure recording procedures to capture damages through the County by department, location, and FEMA category of work.

LONG-TERM RECOVERY EFFORTS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FLORIDA (2008 – 2015)

Valarie assisted FDOT with recovery efforts from the Spring 2014 flooding that impacted North Florida. She had previously served as FDOT's PAC and helped the department perform closeout activities for 110 large PWs related to nine state-declared disasters from 2004-2008, which represented more than \$75M in obligated funds. She assisted with final inspections, appeals, grant reimbursements, and QA/QC services.

Valarie also worked with FDOT districts in Southeastern Florida to compile supporting documentation to ensure the successful allocation of obligated funding. She prepared and reviewed documentation to file Detailed Damage Inspection Reports (DDIRs) with the Federal Highway Administration (FHWA) for multiple jurisdictions throughout the Miami-Dade area, totaling more than \$8M in federal disaster aid.

She assisted with the development of FEMA PA and FHWA-ER training materials for FDOT and other local government applications, delivering training to more than 3,000 representatives and public officials across the State of Florida from the Panhandle to the Keys.

LONG-TERM RECOVERY EFFORTS, CITY OF MIAMI, FLORIDA (2008 – 2012)

Valarie provided oversight and guidance for the City of Miami's long-term recovery efforts. She assisted city staff with all aspects of the debris planning and preparation process, from project inception through disaster closure and financial audits. She also supported the final inspection and closeout of 27 large PWs representing more than \$34M in obligated funds. The majority of the PWs were related to debris removal and emergency protective measures.

Valarie secured more than \$9.5M in unclaimed obligated funds and cost overruns, resulting in successful project closeouts. To secure the funds, Valarie collected, reviewed, and prepared all pertinent documentation from various city departments.

She also assisted the city in preparing a response to findings from an audit by FEMA's OIG. Her assistance led to the recovery of more than two-thirds of the \$3.8M in question. She worked with the city to complete a FEMA-approved Disaster Debris Management Plan and assisted during the bidding and contracting phases. She also helped select and approve a temporary debris management site and facilitated annual debris coordination meetings with city staff and contracted vendors.

RECOVERY EFFORTS, FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FLORIDA (2006 – 2008)

While working with FDEM, Valarie served as the Lead PAC responsible for recovery efforts in Miami-Dade County, which included 218 municipal and private non-profit organizations applying for more than \$560M in federal funds. She oversaw PA program activities for six State of Florida declared disasters, which impacted the Miami metro area in 2004 and 2005.

TECHNICAL ASSISTANCE CONTRACTOR (TAC), FEMA, FLORIDA (2004 – 2006)

While working with FEMA, Valarie assisted Palm Beach County's efforts to respond to Hurricanes Frances and Jeanne. She performed building damage assessments, prepared cost estimates, wrote PWs, and managed building assessment team members. She also assisted applicants in Miami-Dade and Broward Counties following Hurricanes Katrina and Wilma. During the recovery efforts, Valarie helped determine debris removal project eligibility and funding obligations. She also managed debris specialists and performed QAs/QCs to help resolve special projects.

STRUCTURAL ENGINEER, WISS, JANNEY, ELSTNER ASSOCIATES, NORTHBROOK, ILLINOIS (1997 – 2004)

As a structural engineer with this firm, Valarie performed general condition surveys and forensic evaluations of various types of structures such as low-rise and high-rise facilities, parking structures, bridges, retaining walls, storm sewers, and residential facilities. She investigated and performed structural analysis on materials such as masonry, cast-in-place, post-tensioned and precast concrete, steel and stucco, EIFS, and stone cladding. In her work, she was responsible for completing design repairs, preparing construction drawings and specifications, and serving as the field engineer-of-record for repair and reconstruction efforts on behalf of clients.

William “Bill” Roche is an expert in FEMA policies and programs, with specialized expertise in developing and implementing Section 428 Projects. As SES for the PA Division at Headquarters, Bill led the national effort for development and implementation of provisions and changes to the FEMA PA Program based on the Sandy Recovery Improvement Act (SRIA). Bill currently serves as a Project Manager under the current USVI ODR Disaster Recovery Program contract, responsible for the day-to-day management of the FEMA PA Grant Program and implementation of HMGP for the USVI Territory FEMA applications. Drawing from his expertise, he executed a full-cycle administrative grant application process aligned with the clients’ objectives and consistent with FEMA program requirements. To date, his 50-member contract team has been successful in the development and submittal of PA applications that are either awarded or in the process of being awarded, represented through more than 265 Section 428 Fixed Capped Grants with projected funding in the amount of \$20.5 billion.

In addition to his executive position, Bill has experience managing large-scale disaster operations as a Federal Coordinating Officer. This involved coordinating efforts of federal agencies across FEMA programs—PA, IA, Hazard Mitigation Grant Program (Sections 406, 428, or 404), and large-scale debris operations—and other federal disaster programs.

SENIOR ADVISOR FOR DISASTER RECOVERY PROGRAM, COVID-19 CONTRACTS, NATIONWIDE (2020 – PRESENT)

Bill provides subject matter expertise and advice for multiple city, county, and healthcare applicants for COVID-19 disaster recovery. He has managed contracts for both FEMA PA Program and CARES Act funding streams to assist applicants with cost recovery and reimbursement efforts.

PROGRAM MANAGER, FEMA PA PROGRAM, PUERTO RICO ELECTRIC POWER AUTHORITY (PREPA) (2020 – 2021)

Bill assisted PREPA with the augmentation of FEMA Public Assistance Program, Section 428 Alternative Procedures for Fixed Capped Grants. He managed 10 staff working with PREPA’s seven sector component leads to develop scopes of work for Section 406 Hazard Mitigation Program (HMP) grant funding across all components of the power system. The process required extensive meetings with FEMA/COR3 and PREPA in a collaborative environment with the goal of maximizing 406 HMP funding to add to the existing \$10.7 billion settlement offer already accepted by PREPA.

SENIOR ADVISOR FOR DISASTER RECOVERY PROGRAM, U.S. VIRGIN ISLANDS (2020 – PRESENT)

As senior advisor and project manager, Bill is responsible for the day-to-day management of the FEMA PA Grant Program and implementation of HMGP for the USVI Territory FEMA applications. Drawing from his expertise, he executed a full-cycle administrative grant application process aligned with the clients’ objectives and consistent with FEMA program requirements. To date, his 50-member contract team has been successful in the development and submittal of PA applications that are either awarded or in the process of being awarded, represented through more than 265 Section 428 Fixed Capped Grants with projected funding in the amount of \$10.5 billion.

DEPUTY REGIONAL ADMINISTRATOR (DRA), FEMA REGION IX (2018 – 2019)

As DRA in the SES, Bill was responsible for the day-to-day operations of a regional organizational structure encompassing six divisions, as well as the External Affairs Office and RA Program Management Office. The FEMA Region IX area of responsibility covers 399,000 square miles, crosses over multiple time zones, and

WILLIAM (BILL) ROCHE, RA SUBJECT MATTER EXPERT (FEMA PA)



YEARS OF EXPERIENCE
25+ years

EDUCATION
BA, Political Science, Washington and Jefferson College

LICENSES/CERTIFICATIONS/TRAINING
Development and implementation of the PA Alternate Procedures Pilot
Development and implementation of PA New Model Delivery process with an accompanying Project Management Tool

EMPLOYER CONTACT INFORMATION:
Name: Witt O'Brien's, LLC
Date of Employment: 2020- Present
Phone: (281) 320-9796

supports 47 million people. The regional organization comprises 300+ staff resources implementing and delivering disaster and non-disaster grant programs and services across four states, two Territories, one Commonwealth, and 156 Tribal nations.

Bill's job responsibilities included the development and implementation of regional strategic operations plans that supported overall agency goals and objectives, including oversight and alignment of a regional budget of \$25 million and oversight of \$2 billion in disaster and non-disaster grants. While in this position, he also served as FCO for the 2018 Super Typhoon in the Northern Mariana Islands.

RECOVERY DIVISION DIRECTOR, FEMA REGION IX (2016 – 2018)

As Recovery Division Director, Bill was responsible for leading the administration and management of the PA Grant Program, Individual Assistance (IA) Program, and Fire Management Assistant Grant Program (FMAG) throughout the Region IX areas of responsibility, which include California, Arizona, Nevada, Hawaii, the Commonwealth of the Northern Mariana Islands, and the territories of Guam and American Samoa. The division structure consisted of four branches and 115 staff positions that implemented, managed, and delivered annual grants on average (over the last five fiscal years) in excess of \$3 billion to disaster survivors and communities impacted by fires, floods, typhoons, and landslides. His duties and responsibilities also included lead hiring authority for all staff positions and employee engagement through focused performance plans with stretch metrics to meet mission goals and objectives. He also served as the FCO for 2017 wildfires in seven counties in California and the 2018 Paradise Wildfire.

SENIOR EXECUTIVE SERVICE (SES) DIRECTOR, PUBLIC ASSISTANCE DIVISION, FEMA HEADQUARTERS (2011 – 2016)

Bill was responsible for administration and management of the PA Grant Program, FMAG, Community Disaster Loan Program (CDL), and Special Community Disaster Loan Program (SCDL) across the nation, including the Caribbean and South Pacific territories. He was responsible for managing over 100 personnel across four branches, the Executive Communications Office, and the Policy Advisor section. He oversaw obligations of \$4 to \$6 billion per year for declared disasters throughout the nation and territories. Through the development of regulations, policies, and training, he provided oversight to ensure staff at HQ, regional offices, joint field office operations, and contract staff administered the PA Program in compliance with all applicable laws, regulations, and policies.

He provided strategic vision for the development and implementation of the Public Assistance New Model Delivery process to streamline the delivery of the PA Grant Program. He also administered changes in restructuring the HQ PA Division to better align with field operations, authored and deployed a Field Operations Pocket Guide for all stakeholders, and developed and initiated a new Appeals and Audit Branch to expedite appeals adjudications pursuant to regulations.

INFRASTRUCTURE BRANCH CHIEF (IBC), PUBLIC ASSISTANCE PROGRAM, FEMA REGION IX (2007 – 2011)

Bill was responsible for coordination, implementation, and delivery of the PA program; coordination with other federal agency assistance to public entities, delivery of the FMAG program; and delivery of the CDL program. He performed supervisory and management duties as Acting Division Director, Deputy Federal Coordinating Officer, and Disaster Recovery Manager on multiple disasters in multiple regions. He planned, organized, and supervised damage assessment teams in collection and analysis of information on the effects of disasters, in order to assist in the evaluation of state requests for Presidential disaster declarations. Bill assembled and managed a staff of appropriate size and mix of technical and administrative skills to meet needs unique to disaster operations; coordinated with federal, state, and local government officials, as well as with architects, engineers, accountants, and other technical experts; conducted effective meetings, prepared clear and concise written correspondence; and provided professional presentations before large, diverse, often contentious groups.

FEMA TECHNICAL ASSISTANCE CONTRACTOR (TAC), FLUOR ENGINEERING, IRVING, TEXAS (2004 – 2007)

As the Principle Program Advisor (TAC), he deployed on multiple major disaster response and recovery operations in contract support to field operations leadership. He consulted and advised on eligibility issues for complex infrastructure restoration projects; was responsible for advising PA leadership on organization structure and staffing plans; and provided funding reviews of projects with funding levels surpassing a billion dollars. Throughout this period, he managed other federal contract specialists deployed to work on scope of work development necessary to restore major critical infrastructure destroyed by disaster impacts.

DEPUTY PUBLIC ASSISTANCE OFFICER, FEMA, REGION IX (1997 – 2003)

As Deputy PA Officer for the Northridge Earthquake in the Region IX Disaster Assistance Division, Bill provided management of the Disaster Recovery PA closeout operation. He supervised personnel and was responsible for developing staffing plans and organizational structures to help meet operational objectives. He monitored closeout efforts; was responsible for implementing new and innovative procedures that resulted in streamlining closeout of operations; and monitored the entire PA Applicant Closeout operation.

Duties and responsibilities included supervision of 30 inspectors tasked with closing all open workloads consisting of 183 applications representing over \$4 billion in federal funding; coordination with the State of California's Office of Emergency Services (Cal OES) on disaster closeout efforts; and assisting in developing and implementing uniform closeout procedures used by FEMA and Cal OES. Bill collaborated with FEMA staff to design and implement a more efficient database to target specific needs relative to the closeout operation. He also initiated measures to expedite resolution of closeout issues, expanded training programs to ensure project resolution consistent with FEMA policies and regulations, and developed improved closeout procedures to ensure a better final closeout package. As a result of these efforts, the closeout inspection staff became a more cohesive unit motivated to work as a team to reach applicant closure.



John Bucher AICP, PMP

Senior Planner, Disaster Services Program

Coordinator

22 years of experience · Louisville, Kentucky

Building sustainable resilience through community development, climate adaptation, and hazard mitigation is what drives John Bucher. Based in Louisville, Kentucky, John helps clients understand how a changing climate will impact their communities and projects. John works with Stantec's resilience and disaster recovery programs to support local, state, and federal clients with planning, climate & hazard vulnerability assessments, policy & program development, community engagement, and grant application preparation.

John leads Stantec's Disaster Services Program, coordinating staffing and subject matter expertise for our multiple/nationwide disaster services contracts supporting state and local governments in their disaster recovery efforts. John is also Stantec's contract manager for our work supporting FEMA's Public Assistance (PA) program.

John is an avid author and presenter on the topics of resilience and climate adaptation. He was primary author for the Community Resiliency Toolkit created for FEMA Region II. The Toolkit was designed to serve as a roadmap for municipal leaders in New Jersey as they work to become more resilient.

EDUCATION

MUP, University of Louisville, Louisville, Kentucky, United States, 2013

BA, International Studies, Emory University, Atlanta, Georgia, United States, 1996

REGISTRATIONS

Project Management Professional (PMP)® #3135970, Project Management Institute

Certified Planner #028630, American Institute of Certified Planners

PROJECT EXPERIENCE

Largescale Acquisitions and Ecosystem Services in Floodplain Management | Stantec | Louisville, KY | USD 20k | 2017, 2018 | Research, Analysis

John served as lead researcher in a collaboration with two other Stantec colleagues in this study that applied FEMA's Benefit-Cost Analysis (BCA) methodology on eight project areas in New Jersey to study the cost-effectiveness of acquiring multiple structures on contiguous land ("largescale acquisitions") and completing an ecosystem restoration versus the more common approach of acquiring individual structures with favorable benefit-cost ratios (BCR) ("checkerboarding").

University of Michigan Hazard Mitigation Plan | University of Michigan | Ann Arbor, Michigan, United States | 2018 | Planner

Stantec completed the University of Michigan's first hazard mitigation plan, covering the Ann Arbor and Dearborn campuses. In addition to natural hazards, the Plan also addresses man-made hazards and emergencies. John's role included completing the Capability Assessment and campus survey. The Capability Assessment explores the University's planning mechanisms, policies, fiscal resources, and human resources.

Coachella Valley Water District Hazard Mitigation Plan | Coachella Valley Water District | Palm Desert, California, United States | USD 0 | 2018-2019 | Planner

John served as a planner and was responsible for conducting the capability assessment and assisting with the risk assessment. John also assisted with facilitating stakeholder meetings and in writing the mitigation plan.

Community Resilience Toolkit, FEMA Region II | FEMA Region II | Various, New Jersey | 2016 | Planner

John served as lead researcher and primary author in developing the Community Resilience Toolkit designed for newly elected municipal leaders. The Toolkit outlines a series of actions they can take to make their communities more resilient Toolkit. Actions represent achievable best practices gathered from interviews with 12 New Jersey communities and from review of resilience, preparedness, recovery and hazard mitigation programs and activities. The Toolkit is a FEMA document that Region II is sharing with New Jersey Municipalities.

Louisville Metro Hazard Mitigation Plan | Louisville Metro Government | Louisville, Kentucky | 2015-2016 | Planner

John's role in the Louisville Metro Hazard Mitigation Plan update included coordination of the planning process, completing the risk assessment, and preparing the plan document. Planning process responsibilities included public outreach and workshop facilitation. The risk assessment involved a detailed GIS-based analysis of population and socially vulnerable populations. The demographic and socio-economic data was combined with the locations and values of private property, critical facilities, government buildings, and infrastructure to show where the City has high levels of exposure to hazards. Additionally, the risk assessment involved a GIS-based analysis of hazard risk consisting of hazard prone areas and actual occurrences. Both the exposure and hazard risk were analyzed using the 100 meter Military Grid Reference System, which allowed a very detailed level of analysis that was used to identify and prioritize mitigation actions included in the final plan document.

National Disaster Resilience Competition – Phase II | Commonwealth of Kentucky, State of West Virginia | Kentucky, West Virginia | 2015 | Public Engagement, Stakeholder Consultation, Grant Writing

John assisted with the completion of HUD National Disaster Resilience Competition (NDRC) Phase II applications for the Commonwealth of Kentucky and the State of West Virginia. His role included project identification, stakeholder consultation, public engagement and writing. John completed demographic analysis on target and project areas to ensure compliance with NDRC and CDBG eligibility criteria. He coordinated with the clients and stakeholders to complete required documentation and final application submittal.

Ann Arbor Hazard Mitigation Plan Update | Ann Arbor, Michigan | 2017 | Planner

The innovative plan update considered both current and projected hazard risk based on regional climate change projections. Climate considerations were integrated throughout the planning process, which includes goals, the public survey, the risk assessment, capability assessment and the mitigation strategy. This is also a CRS plan which is anticipated to earn approximately 200 points for this Class 7 CRS community. John's role involved developing the capability assessment, drafting key pieces of the plan, maintaining CRS compliance, and assisting with community and stakeholder engagement.

Landslide Mitigation Strategies | FEMA Region V | Hennepin County, Minnesota

John served as lead researcher and primary author for a guidance document for local officials outlining various strategies for mitigating landslides. The guidance was specific to Minnesota and included strategies related to education & outreach, risk assessment, land use regulations, and engineered solutions.

Lexington-Fayette County Hazard Mitigation Plan | Lexington, KY | 2018-2019 | Planner

Stantec assisted Lexington-Fayette County with their hazard mitigation plan update in 2019. John's contributions to the plan included completing the risk, vulnerability, and capability assessments, as well as community and stakeholder engagement. John was also responsible for documenting how the plan complies with the floodplain management planning section of the Community Rating System.

Red River Gorge Regional Tourism Strategy | Powell County, Kentucky | 2020 | Project Manager

John served as project manager leading public/stakeholder engagement and leading the team that developed the regional tourism strategy for the four-county Red River Gorge Region (Lee, Menifee, Powell, and Wolfe). The tourism strategy highlights both current and proposed projects and initiatives that will help the region advance economic development through tourism. Due to the COVID-19 pandemic, John transitioned public and stakeholder engagement to a virtual format using mainly Zoom and Social Pinpoint.

Kentucky Long Term Care Emergency Preparedness Initiative | Kentucky, United States

The Stantec team was tasked with building an online portal where long-term care facility managers could easily identify natural hazards that may impact their facilities in order to complete Hazard Vulnerability Assessments required by the Centers for Medicare and Medicaid Services. Additionally, Stantec led a series of workshops introducing facility managers to hazard vulnerability and the online portal. John's role was lead hazard vulnerability workshops and to create state-wide hazard layers for each hazard identified in the Commonwealth of Kentucky Hazard Mitigation Plan. He obtained geospatial hazard occurrence data from a variety of sources and assigned to the 100-meter Military Grid Reference System (MGRS).

Vulnerability Assessment & Resiliency Plan | Albany, Oregon | 2022 | Planner

John served as lead planner and subject matter expert for the Vulnerability Assessment and Resilience Plan (VARP) for the Albany, Oregon National Energy Technology Laboratory (NETL) campus. NETL is a research branch of the U.S. Department of Energy. In completing the VARP, John and his team conducted a hazard and climate change vulnerability assessment for the campus that incorporated data from local hazard mitigation plans, the National Climate Assessment, and Climate Explorer. Representative Concentration Pathways (RCP) 4.5 and 8.5 were selected to guide consideration of future conditions influenced by climate change. The resilience plan involved developing preliminary scopes of work and cost estimates for projects intended to increase the campus's resilience to climate change and natural hazards. Projects included HVAC upgrades to withstand wildfire smoke and particulates, structural assessments and upgrades for buildings to withstand earthquakes and high wind, backup power generation and storage to manage power outages, and stormwater management improvements to hold water on-site, rather than sending into the City's stormwater system.

Andy brings expertise managing infrastructure recovery, including roads, bridges, and waterways. He is a grants manager and is CEF and RS Means trained.

Andy has spent the past three years as the Highway Engineering Coordinator in support of USVI recovery from Hurricanes Irma and Maria. He Managed the FHW Emergency Relief program which currently includes 98 projects for \$88M. Before joining Witt O'Brien's, was deployed from the Federal Highway Administration in Ohio to the USVI to serve in ESF-1 capacity for disaster relief following Hurricanes Irma and Maria. Was tasked with inventorying and reporting on the status of the highway network. Led a team of eight engineers in conducting damage reports and identifying over 60 sites for a total repair cost of over \$33 million. He also brings experience from his six years as a Transportation Engineer for the Federal Highway Administration in Ohio.

PROGRAM DELIVERY MANAGER, USVI, (2018 – PRESENT)

Andy managed the Federal Highway Administration Emergency Relief program which currently includes 98 projects for \$88 million. He participated in Site Inspections reviewed Site Inspection Reports (SIR) on roadway projects throughout the USVI. He developed, reviewed and/or validated, DDDs, SOWs, and cost estimates. He assists the USVI Department of Public Works to design, construct and manage infrastructure projects throughout the territory. Andy managed the Natural Resources Conservation Program to restore waterway capacity at 30 highway crossings for \$1 million. He is expert at verifying financial compliance pertaining to the project scope, applied to the Federal Public Assistance Guidance and Policies, and brings experience implementing projects in full compliance with PAPPG, Stafford Act, 44 CFR and/or 2 CFR. He has reviewed and responded to FEMA Determination Memos.

TRANSPORTATION ENGINEER, CONSTRUCTION PROGRAM MANAGER, EMERGENCY SERVICE FUNCTION (ESF)-1 REPRESENTATIVE, AND EMERGENCY RELIEF COORDINATOR, US DEPARTMENT OF TRANSPORTATION – FEDERAL HIGHWAY ADMINISTRATION, OHIO DIVISION (2012 – 2018)

Andy was actively involved in federal oversight through planning, funding, NEPA compliance, Plans Specifications and Estimate authorization, construction inspection, change orders, and final acceptance in for different ODOT districts. He managed large projects in Cincinnati (Brent Spence Bridge, \$2.5B, Mill Creek Expressway \$800M, Through the Valley \$500M). He also had oversight of statewide construction program, provided technical assistance, led the transition to e-construction (paperless) and to risk-based stewardship and oversight to identify potential risk of non-compliance in construction.

He also coordinated Emergency Relief disaster related roadway projects in Ohio for 5 years averaging 50 sites and \$30M each. He led initial effort to identify damage to federal roads in USVI following hurricanes Irma/Maria and led team of FHWA-EFL engineers to coordinate with USVI DPW and FHWA-Puerto Rico and document, fund and construct what is currently 98 sites totaling \$88M about 75% of which have either been completed or in active construction.

ANDREW (ANDY) THOMPSON, PE ENGINEER



YEARS OF EXPERIENCE

15 Years

EDUCATION

MS, Civil Engineering -
Transportation, University of North
Carolina Charlotte

BS, Civil Engineering, University of
North Carolina Charlotte

LICENCES/CERTIFICATIONS

Professional Engineer (PE):
NC #041490

**PROFESSIONAL DEVELOPMENT PROGRAM ENGINEERING TRAINEE, US DEPT OF TRANSPORTATION –
FEDERAL HIGHWAY ADMINISTRATION, OHIO DIVISION (2010 – 2012)**

Andy worked on NCDOT Interstate 140 new construction in Wilmington, NC (2011). He conducted the inspection of placing roadway and embankment fill, testing compaction, surveying borrow pits, quality control of different phases of bridge construction, and NEPA and 404 permit compliance. He also was responsible for design support for FHWA Idaho Division (Boise, ID 2012). He reviewed Interchange Modification/Justification studies, NEPA documents, conducted construction inspections, and reviewed plans for local/state oversight projects.

Bilal is a Structural Engineer with six years of professional experience. For nearly two years, he supported the Witt O'Brien's disaster recovery project in the USVI, analyzing disaster - damaged structures and estimating the costs of reconstruction. Prior to that, he was an estimating coordinator for a concrete construction company, where he analyzed project specification documents, compiled project documents for review, reviewed pour sequences for cost control, and managed client relations. He is adept at using estimating software and pricing out materials, labor, and equipment for bid proposals. He also uses SAP2000, AutoCAD, and other engineering software for analysis and design of structural systems.

SUBJECT MATTER EXPERT – STRUCTURAL ENGINEER, WITT O'BRIEN'S (2018 – PRESENT)

Conducted 20+ field investigations and analyzed structural & building envelope failures in schools, hospitals, industrial facilities, government buildings, and airport buildings
Prepared reports documenting causes of failure, extent of loss, and recommended remediation. Bilal determined the cause, origin, and extent of structural failures, water intrusions, roof damage, construction defects, building system failures, and subsequent further damage due to post-incident deterioration

ESTIMATING COORDINATOR, CASEY-FOGLI CONCRETE CONTRACTORS, INC., HAYWARD, CA (2017 – 2018)

- Displayed decision-making skills by deciding which projects the company would pursue or pass on
- Displayed technical reading skills by analyzing project specification documents, finding scope relevant clauses and requesting mix designs based on those clauses
- Further developed client relations by communicating with key clients on bid progress and established new clients by reaching out to companies that align with our company mission and values
- Practiced technical writing skills by compiling product data sheets for review of the general contractor
- Practiced estimating by learning OST, taking off various projects, pricing out materials, labor and equipment, and issuing bid proposals under the guidance of a senior estimator
- Gained further construction plan reading skills by reading plans to find our general scope of work

STUDENT RESEARCHER, IGEN CALGARY, AB, CANADA (2017)

- Practiced leadership skills by directing other members to create a new corporate sponsorship division
- Applied communication skills by finding and contacting over 100 potential corporate sponsors, scheduling meetings, and representing the team
- Expanded technical skills by designing 7 experiments to test various process stages

STRUCTURAL ENGINEERING INTERN, STANTEC CONSULTING, LTD., CALGARY, AB, CANADA (2015 – 2016)

STRUCTURAL ENGINEERING INTERN, HIMMATI ENGINEERING, SAN FRANCISCO, CA (2014)

BILAL SHER

JUNIOR ENGINEER



YEARS OF EXPERIENCE

5 Years

EDUCATION

B.S., Civil Engineering, University of Calgary, AB, Canada

Holly Mittel is a multi-disciplinary professional with nearly 20 years of experience in providing project management, environmental protection and remediation, and health and safety expertise in disaster recovery programs.

Holly is an experienced environmental protection specialist supporting FEMA disaster recovery efforts for a vast portfolio of disasters including Hurricanes Irma, Maria, Katrina, Rita, and Ike as well as major floods. Since joining Witt O'Brien's, she has been serving as a FEMA PA subject matter expert (SME) in environmental regulation and policy and FEMA PA in support of Witt O'Brien's recovery efforts on the U.S. Virgin Islands. She has expertise in developing project scopes of work and cost estimates and resource planning and scheduling. Holly's environmental expertise includes site assessments, soil and groundwater analyses, preparing regulatory reports, and executing project and field activities. She also has experience preparing health and safety plans, conducting root cause analyses and defining applicable mitigation measures, managing safety meetings, conducting safety observations, and completing near loss/loss reports.

For 15 years prior, she was a FEMA PA Technical Assistance Contract (TAC) project manager and environmental protection specialist for AECOM. She was also an environmental scientist for other private sector firms. She is a Certified Floodplain Manager (CFM) and Project Management Professional (PMP).

PUBLIC ASSISTANCE SUPPORT, HURRICANES IRMA AND MARIA, U.S. VIRGIN ISLANDS (2018 – PRESENT)

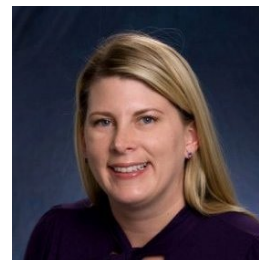
Holly served as a member of the Witt O'Brien's team providing disaster recovery support to FEMA and the US Virgin Islands Emergency Management Agency (VITEMA) following Hurricanes Irma and Maria. Duties include providing technical assistance in the development of over 229 Project Worksheets for Hurricane Irma in the amount of \$70.8 million and over 662 total PWs in the amount of \$2.2 billion for Hurricane Maria.

TAC ENVIRONMENTAL PROTECTION SPECIALIST, HURRICANES KATRINA AND RITA, NEW ORLEANS, LOUISIANA (2010 - 2013)

Following Hurricanes Katrina and Rita, Holly provided services as an Environmental Protection Specialist under the Technical Assistance Contract (TAC) and acted as a liaison for the City of New Orleans and the Housing Authority of New Orleans to provide guidance and coordination for regulatory compliance. This included:

- Scoping environmental/historic issues
- Reviewing grant applications for compliance

HOLLY MITTEL, PMP, CFM
EHP SPECIALIST



YEARS OF EXPERIENCE

19+ years

EDUCATION

B.S., Double Minor Geography and Anthropology, Texas State University San Marcos

FEMA Training / Certifications

Public Assistance Operations I

Public Assistance Operations II

Debris Operations

Cost Estimating Format

Project Worksheet Workshop

IS-0253: Coordinating Environmental and Historic Preservation Compliance

Train-the-Trainer

E-273 Managing Floodplain Development through the National Flood Insurance Program

Training / Certifications

Project Management Professional

Texas Floodplain Managers Association

Certified Floodplain Manager

Safety Trained Supervisor (STS)

OSHA 40-Hour Hazardous Waste Operations Training

- Providing technical assistance to those involved with grant implementation, and
- Ensuring compliance was sufficiently documented.

She advised the Environmental Lead on identified compliance issues and proposed solutions for compliance. She also acted as liaison between EHP and the Alternate/Improved Projects Group. Reviewed FEMA PA grant applications for compliance with the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA), and Executive Orders (EO) 11988 (Floodplains), 11990 (Wetlands), and 12898 (Environmental Justice), and others as they pertained to FEMA's disaster program. Levels of NEPA review included Statutory Exclusion (STATEX), Categorical Exclusion (CATEX), or Environmental Assessment (EA).

TAC ENVIRONMENTAL PROTECTION SPECIALIST, MISSOURI FLOOD RESPONSE (MO-DR-1934), NORTHERN MISSOURI (2010)

Holly provided services as the Environmental Protection Specialist (TAC) and Quality Assurance/Quality Control reviewer. Tasks included reviewing FEMA Public Assistance grant applications for compliance with NEPA, ESA, NHPA, and EOs 11988, 11990, and 12898, and others as they pertain to FEMA's disaster programs. Reviewed project worksheets to ensure they were written in accordance with the Public Assistance Program and to confirm eligibility and accuracy of damage descriptions, scopes of work, and costs.

TAC QA/QC CONTROL GROUP LEADER, MASSACHUSETTS FLOOD RESPONSE (MA-DR-1895), MULTIPLE COUNTIES, MASSACHUSETTS (2010)

Holly provided services as the Quality Assurance/Quality Control Group Leader (TAC). Reviewed project worksheets to ensure they were written in accordance with the Public Assistance Program and to confirm eligibility and accuracy of damage descriptions, scopes of work, and costs.

TAC PA SQUAD LEADER, HURRICANE IKE (TX-DR-1791), TEXAS (2008 - 2009)

Holly Provided services as the PA Squad Leader (TAC). Tasks included overseeing five project specialists. Coordinated applicant meetings, reviewed project worksheets, updated the FEMA database, and produced weekly status reports. Conducted field evaluations, collected photographic documentation, met with applicants, and developed project worksheets.

TAC QA/QC GROUP LIAISON, HURRICANES KATRINA AND RITA (LA-DR-1603/1607), LOUISIANA (2005 - 2008)

Holly acted as the Group Liaison with the Quality Assurance/Quality Control Team (TAC). Reviewed project worksheets to ensure they were written in accordance with the Public Assistance Program and to confirm eligibility and accuracy of damage descriptions, scopes of work, and costs.

TAC DEBRIS SUPPORT, HURRICANES KATRINA AND RITA (LA-DR-1603/1607), LOUISIANA (2005 - 2008)

Holly provided services as the Private Property Debris Removal (PPDR) and Demolition Team Lead (TAC) for Hurricanes Katrina and Rita from 2006 through 2007. Services included meeting with applicants regarding their PPDR and Demolition program to ensure eligibility and adherence to the program. Assisted in preparation of demolition folders, inspected residences, obtained photographic evidence, reviewed structural assessments and legal information, met with debris removal and demolition contractors, attended Applicant meetings, and coordinated with FEMA Environmental and Historical Preservation Specialists.

TAC DEBRIS SPECIALIST, HURRICANES KATRINA AND RITA (LA-DR-1603/1607), LOUISIANA (2005 - 2008,)

Holly provided services as the Debris Specialist (TAC) during Hurricanes Katrina and Rita. Services included reviewing debris project worksheets to ensure they were written in accordance with the

Public Assistance Debris Program and to confirm eligibility and accuracy of damage descriptions, scopes of work, and costs.

TAC PA TEAM LEADER HURRICANES IVAN AND DENNIS (FL-DR-1551/1595), FLORIDA (2004 - 2005)

Holly provided services as the Public Assistance Team Leader (TAC) for Hurricanes Ivan and Dennis. Services included overseeing four project officers, coordinating applicant meetings, reviewed project worksheets, updated the FEMA database, and produced weekly status reports. Conducted field evaluations, collected photographic documentation, met with applicants, and developed project worksheets.

Jake has 7 years of experience and is an expert in FEMA'S PA program, specializing in damage evaluations, cost estimation, and general construction and engineering services. He has managed and performed more than 300 site inspections for public infrastructure. His work has taken him across the country, from Maryland to Hawaii.

Jake excels in training employees and applicants in the use of FEMA Grants Portal. He first began providing training during initial program rollout and continues to assist in training applicants and clients in FEMA's New Model. For the past year, Jake has been assisting with multiple COVID-19 cost recovery projects.

FEMA PA SPECIALIST, COVID-19 RECOVERY SUPPORT, NATIONWIDE (2020 – PRESENT)

Jake is supporting several COVID-19 cost recovery projects involving FEMA and other Federal grants. He is assisting municipal clients with grant eligibility analysis, expenditure tracking, grant submittal, accountability, cost recovery, auditing, and compliance.

SITE INSPECTION TASK FORCE LEADER (SITFL)/ FEMA PROGRAM DELIVERY MANAGER (PDMG), FEMA, NATIONWIDE (2017 – 2020)

Jake was deployed to multiple disasters to provide training to team members on the operation of Grants Manager and the New Delivery model.

He also provided site inspection services to conduct preliminary damage assessments, formulate projects, and develop cost estimations.

- California 2017/18 Wildfires DR-4344, 4353, 4382 and 4404: Deployed as a SITFL and supervised a team of 18 site inspectors and 2 crew leaders performing site inspections for over 500 destroyed and heavily damaged fire related facilities.
- Hawaii DR-4365/DR-4395: Deployed to Hawaii (Island of Kauai) on multiple flooding events (DR-4365/DR-4366) where he managed 2 crew leads and 14 site inspectors, inspecting over 300 sites for flood damage. In addition, on same event, acted as PDMG for 7 Applicants interfacing with State and local stakeholders to develop over 100 grants across all categories of work.
- Hawaii DR-4395: Deployed to serve the same critical mission throughout the State of Hawaii where Jake was tasked with working with state and local counterparts on how to rebuild public infrastructure lost to the Kilauea volcanic eruption (DR-4366) and numerous flooding events (DR-4365/DR-4395)
- California DR-4407/DR-4431/DR-4434: Redeployed to California to coordinate/execute all Southern California site inspections for DR-4407 (Woolsey Fire specifically) and winter 2019 severe storms (DR-4431, 4434).

PROJECT SPECIALIST, FEMA PA PROGRAM, NATIONWIDE (2015 – 2017)

Jake was tasked with performing 300+ site inspections for public infrastructure after disasters in Minnesota (DR-4290), Maryland (DR-4261), and Washington D.C. (DR-4260). He managed all categories of work, developing more than 250 grants in excess of \$10 million in recovery funds.

JAKE JOSEPH
COST ESTIMATOR



YEARS OF EXPERIENCE

7 years

EDUCATION

BA, Communication Arts, Otis College of Art and Design, CA

AA, Graphic Design, Santa Monica College, CA

CREW LEAD, RUI RECYCLING CO., SAN CLEMENTE, CA (2010 – 2012)

Jake led a team of damage consultants in the field of high-value recyclables and metals. Clients included the City of Santa Ana and Boeing Airplane Company. He conducted consultations for high-impact damage evaluations for public and private infrastructure systems.

Cathy is a GIS expert with 15 years of experience using and teaching GIS technology. She brings experience providing GIS analysis, mapping, and risk analysis products for emergency management and performs Enhanced (Level 2) HAZUS-MH modeling for earthquakes, floods, and hurricanes.

Her skills include but are not limited to:

- ESRI's ArcGIS Desktop v.10.x, ArcGIS Enterprise (v.10.x), and Portal for ArcGIS administration, configuration, and security and related Desktop extensions including Spatial Analyst, Maplex, Network Analyst, 3-D Analyst, Data Interoperability, Crime Analysis Spatial Extension, ArcGIS Editor for OpenStreetMap, and Geostatistical Analyst
- ArcGIS Pro 1.x/2.x including Spatial Analyst, 3D Analyst, Network Analyst, Geostatistical Analyst, & Data Interoperability extensions.
- GIS Web Mapping Application development including customization of widgets, pop-ups, & symbology using ArcServer APIs.
- ArcGIS Online, Web App Builder for ArcGIS, Survey 123, QuickCapture, Collector for ArcGIS & Story Maps for ArcGIS
- Advanced cartographic skills: map layouts, map books using data driven pages, style sheets, custom symbols, templates, and map design
- Data collection using Trimble GPS, TerraSync, and Pathfinder Office
- Data editing, metadata, QA/QC, topology, geocoding
- Project management skills including managing grant funded projects

GIS DATA SPECIALIST, WITT O'BRIEN'S, (2022 – PRESENT)

As a member of the Witt O'Brien's, Cathy is providing GIS and data management for disaster management projects across the US to support recovery from storms as well as the COVID-19 pandemic.

GIS DATA SPECIALIST, WASHINGTON STATE DEPARTMENT OF REVENUE SENIOR PROJECT (2021 – 2022)

Cathy maintained and configured GIS related databases, data models, applications, and software within the agency and provide escalated system support to both internal users and the public. She worked within other State Agencies, City, County, and Tribal partner to collaborate on data quality and integration. She created and maintained custom scripts, web applications, spatial data and layers using COTS, multiple development languages and scripting languages, providing graphics, maps and other property-related information to both internal customers and the public. She provided technical

CATHY WALKER, GISP
GIS/HAZUS SPECIALIST



YEARS OF EXPERIENCE

15+ years

EDUCATION

MS, Geographic Information Science,
University of Denver

BS, Chemistry, University of Puget
Sound

Baccalaureate Certificate,
Geographic Information Systems &
Spatial Modelling, University of
Washington-Tacoma

CERTIFICATIONS/TRAINING

GIS Professional (GISP) Certification,
GIS Certification Institute; Cert
#60523

FEMA Professional Development
Series Certificate

FEMA HAZUS-MH Practitioner
Certificate

FEMA HAZUS-MH Trained
Professional Certificate

**SEE NEXT PAGE FOR ADDITIONAL
CERTIFICATIONS/TRAINING**

advice and expert interpretations in relation to data quality and integrity for high-level data sets utilized by the agency and for state projects.

GIS MANAGER, CITY OF MAPLE VALLEY, WASHINGTON (2018 - 2021)

Cathy completed mapping and analysis needs for the city's inclusion in King County's 2020 Hazard Mitigation Plan. She provided new maps for the city's Critical Facilities & Infrastructure, Flood Hazard Areas, Landslide Hazard Areas, Liquefaction Susceptibility, Wildfire Susceptibility, and NEHRP Soils. She collected all new features installed and maintained by the city using Trimble GPS/TerraSync and Pathfinder Office.

RELEVANT TRAINING AND CERTIFICATIONS (CONTINUED):

GIS Courses:

- ArcGIS Desktop III: Analysis & Workflows
- Creating Effective Web Mapping Applications Using ArcGIS Server
- Building Web & Mobile ArcGIS Server Applications Using the JavaScript API
- GIS Programming 101 for ArcGIS 10: Mastering Python
- Getting Started w/ ArcGIS Pro
- Regression Analysis Using ArcGIS Pro
- Raster Data Processing w/ ArcGIS Pro
- Working with NetCDF Data in ArcGIS Pro
- Creating Vector Tiles in ArcGIS Pro
- Building Geoprocessing Models Using ArcGIS Pro
- Automating Workflows Using ArcGIS Pro Tasks IS -100 – Introduction to the Incident Command System, ICS-100

FEMA Emergency Management Institute Training/Certification

- | | |
|---|--|
| <ul style="list-style-type: none"> • IS -139 – Exercise Design • IS-200.FW – Basic Incident Command System, ICS-200, for Federal Disaster Workers • IS -230 – Principles of Emergency Management • IS -235 – Emergency Planning • IS -240 – Leadership & Influence • IS -241 – Decision Making & Problem Solving • IS -242 – Effective Communication • IS -244 – Developing & Managing Volunteers • IS -340 – Hazardous Materials Prevention • IS -700 – National Incident Management Systems (NIMS), an Introduction | <ul style="list-style-type: none"> • IS -701 – NIMS Multi-Agency Coordination System • IS -702 – NIMS Public Information Systems • IS -800.A – National Response Plan (NRP), an Introduction • IS -800.B – National Response Framework, an Introduction • E172 – HAZUS-MH for Flood • E174 – HAZUS-MH for Earthquake • E296 – Application of HAZUS-MH for Risk Assessment • E313 – Basic HAZUS-MH • E317 – Comprehensive Data Management for HAZUS-MH |
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Joseph W. Berman has more than 15 years of direct experience as a FEMA Public Assistance (PA) disaster recovery and closeout specialist.

Over his career, Joseph has functioned in various roles during the recovery efforts for multiple hurricanes and severe weather events. He has performed as a public assistance consultant, FEMA and state project assistance coordinator and project specialist, and FEMA and state closeout specialist. He has helped federal, state, and local governmental agencies, NGOs, and the private sector navigate the FEMA PA Program, focusing on infrastructure damage assessments and project closeout. He also has on-the-ground disaster recovery experience as a former FEMA PA-TAC team lead for multiple disasters.

Joseph also has more than 30 years of experience as a licensed property and casualty, life, and health insurance agent in the State of Florida where he specialized in commercial business insurance.

HURRICANE IRMA DISASTER RECOVERY SUPPORT, HILLSBOROUGH COUNTY, FLORIDA (2017 – 2019)

Joseph worked with the County's Capital Projects Budget Director to identify and develop a FEMA Damage Inventory. Once damages were identified and estimated, he then coordinated with 36 county department representatives conduct inspections, developed a damage description, and collected the required supporting documentation required by FEMA policy guidance. He uploaded into the FEMA Grants Portal the damage category narratives and all supporting documentation, including insurance, pay policy, procurement policy, Force Account Labor, Force Account Equipment, Materials and Contractors contractual agreements, invoices, and proof of payment. He worked with the assigned FEMA Program Delivery Manager to clarify and resolve FEMA questions related to documentation and FEMA public assistance policy. As a result of the effort, \$19.4 million of identified and documented category A through G grant projects were submitted to FEMA for review, approval, and obligation.

HURRICANE IRMA DEBRIS SUPPORT, MULTIPLE CLIENTS, FLORIDA (2017)

During Hurricane Irma, Joseph served as a Debris Manager for six municipalities in the South Florida area. He was responsible for the truck capacity certification, truck placarding, and recording of debris contractor's license, vehicle registration and insurance documentation. As a roving Debris Manager of six municipalities, he assisted in the training and management of debris ROW monitors crews, Leaner and Hanger monitor crews, Debris Management Site monitoring crews, and Final Disposal monitoring crews, to ensure that the debris monitoring process adhered to the FEMA Public Assistance Policy.

JOSEPH BERMAN **DAMAGE / SAFETY INSPECTOR**



YEARS OF EXPERIENCE

25+ Years

EDUCATION

BA, Risk Management and Insurance,
Florida State University

LICENCES/CERTIFICATIONS/TRAINING

Professional Insurance Agents
Florida Association of Insurance Agents
Florida Property and Casualty Agent's
License

FEMA Classroom Training:
E0201 (Debris Technical Specialist)
E0214 (Unified Hazard Mitigation
Assistance: Project Implementation and
Closeout)
E0480 (Public Assistance Cost Estimating
Format)
FEMA National Emergency Management
Information System (NEMIS)
FEMA Emergency Management Mission
Integrated Environment (EMMIE)

PROFESSIONAL EXPERIENCE

Witt O'Brien's, LLC (2016 – Present),
PA Specialist

Tidal Basin (2013), PA Consultant

Disaster Strategies and Ideas Group
(2012 – 2013), PA contractor

Nationwide Infrastructure Support
Technical Assistance Consultants
(NISTAC), 2005 – 2011, PA TAC
contractor

HURRICANE MATTHEW PA TECHNICAL SUPPORT, DUVAL COUNTY, FLORIDA (2016 - 2017)

Following Hurricane Matthew, Joseph served as State Project Coordinator and State Project Specialist. He worked with Applicant's Duval County and Jacksonville Electrical Authority and assisted FEMA Project Specialist in writing and reviewing Project Worksheets category A thru G. He also acted as advocate for Applicant and FEMA to assure favorable outcomes/

HURRICANE MATTHEW DEBRIS SUPPORT, MULTIPLE CLIENTS, FLORIDA (2016)

During Hurricane Matthew, Joseph served as a Debris Manager for City of Stuart, FL and City of Fernandina Beach, FL and Nassau County, FL. As a roving Debris Manager, he assisted in the training and management of debris ROW monitors crews, Leaner and Hanger monitor crews, Debris Management Site monitoring crews, and Final Disposal monitoring crews to make sure the debris monitoring process adhered to the FEMA Public Assistance Policy. He was also responsible for end of day reconciliation of debris monitors tickets and summary of debris contractors' activities.

SUPERSTORM SANDY GRANTS MANAGEMENT SUPPORT, STATE OF NEW JERSEY (2014 - 2016)

As State Project Closeout Specialist, Joseph provided technical assistance in the validation, reconciliation, and compliance with applicable FEMA policies and procedures. He was assigned to the State Agency Team, where he was responsible for analyzing and evaluating the supporting documentation of New Jersey State agencies such as the NJ Department of Transportation, the NJ Department of Environmental Protection, the South Jersey Transportation Authority, the New Jersey Transportation Authority, the NJ Water Authorities, and the NJ State Police. He prepared Final Inspection Reports and prepared closeout packages for large project PWs.

FEMA PUBLIC ASSISTANCE SUPPORT, NEW YORK UNIVERSITY (2013)

Prior to joining Witt O'Brien's, Joseph served as a Public Assistance consultant for Tidal Basin and worked with New York University's Langone Medical Center and School of Medicine in New York City to identify emergency protective measures and force account labor costs that met FEMA category B eligibility requirements. He worked with NYU's Finance Department to obtain the Applicant's Force Account Overtime Payroll Data, Collective Bargaining Agreements and Benefit Information. He also analyzed the Applicant's payroll data and prepared a Category B Emergency Protective Measures narrative proposal. The narrative proposal identified the applicant's eligible Force Account Labor Overtime Costs for pre-storm emergency activity, evacuation of 322 critical care patients and emergency/temporary repairs by the Applicant's Facility Department to reopen this critical care facility.

FEMA PUBLIC ASSISTANCE SUPPORT, STATE OF FLORIDA (2012 - 2013)

After Tropical Storm Debby and Hurricane Isaac and Hurricane Matthew battered the state of Florida, Joseph worked as a FEMA PA contractor with Disaster Strategies and Ideas Group to assist local, state and FEMA representatives. He was part of a team assigned to reconcile and close out large, expedited, consolidated, improved and alternate projects from Tropical Storm Debby and Hurricane Isaac. He assisted state-level applicants with the PA process and performed data collection. He assisted FEMA project specialists in writing and reviewing Project Worksheets (PWs) for categories A through G. He also worked with PACs and the PW Quality Assurance and Quality Control (QA/QC) team to resolve any outstanding issues. Working alongside a counterpart from the Florida Division of Emergency Management (FLDEM), Joseph performed closeout activities for state level applicants and acted as an advocate for those applicants during the FEMA appeals process to ensure favorable outcomes. Joseph performed closeout activities for FLDEM, where he and an agency counterpart acted as an advocate for applicants funding appeals to ensure favorable outcomes.

PA-TAC SUPPORT, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) (2005 - 2011)

As a PA-TAC contractor for Nationwide Infrastructure Support Technical Assistance Consultants (NISTAC), Joseph deployed to multiple disasters including Midwest storms/floods (Indiana, Wisconsin, and Minnesota), and Hurricanes Katrina (Florida, Mississippi, Louisiana), Rita (Louisiana), Wilma (Florida), and Charley, Frances, and Jeanne (Florida). Across these assignments, he conducted public building and infrastructure damage assessments, performed data collection, helped determine project eligibility, wrote and reviewed PWs (Categories A through G), conducted QA of contractor performance, evaluated mitigation techniques and flood plain maps, and provided reconciliation and close-out support for eligible projects in coordination with State counterpart. He also updated and maintained case management files in FEMA's National Emergency Management Information System (NEMIS)/Emergency Management Mission Integrated Environment (EMMIE) and FEMA Grants Portal. Specific responsibilities included:

- Joseph helped the Cities of Clarksville, Jeffersonville, and New Albany, Indiana recover from a series of storms that devastated the area. He updated and maintained case management files in FEMA's National Emergency Management Information System (NEMIS) and FEMA's Emergency Management Mission Integrated Environment (EMMIE) for the various Cities and the Flood Control Districts of Jeffersonville-Clarksville. He assessed damage to roads, flood control facilities and public buildings throughout the impacted area. He also wrote PWs for all the cities. He assessed damage to facilities and determined scopes of work for the Jeffersonville Parks and Recreation Department. He assisted Jeffersonville's Streets and Sanitation Department, as well as the stormwater and wastewater departments. He participated in debris monitoring activities for New Albany, where he supervised push crews, haul crews and leaner/hanger crews for time and attendance. He wrote end-of-day payment tickets and crew report activities.
- As part of the recovery efforts for Hurricanes Katrina and Wilma, Joseph was assigned to a team in Broward County, Florida that was assembled to assist local, state, and FEMA representatives to reconcile and close out large, expedited, consolidated, Improved and Alternate projects. Joseph conducted closeout activities for eligible projects and wrote final closeout PWs and managed them through the State's management system. He also assessed damage at various ports, airports, wastewater, and stormwater facilities throughout the Fort Lauderdale (Florida) area.
- While deployed to Jackson Mississippi, Joseph worked with a team assembled to assist local, state, and FEMA representatives to reconcile and close out large, expedited, consolidated, Improved, and Alternate projects resulting from Hurricane Katrina. He assisted state-level applicants with the PA process and performed data collection. Joseph conducted closeout activities for projects that were eligible under for PA funding. He wrote final closeout PWs and managed them through NEMIS and EMMIE. He also worked with PACs and the PW QA/QC team to resolve any outstanding issues. Joseph, working alongside counterparts from the Mississippi Emergency Management Agency (MEMA), performed closeout activities for state-level applicants, and acted as an advocate for those applicants during the FEMA appeals process to assure favorable outcomes.
- As part of the recovery efforts from Hurricane Wilma in Florida, Joseph was assigned to a team in Miami-Dade County, Florida that was assembled to assist local applicants with damage assessment. He coordinated with FEMA PA Project Specialists, and wrote and reviewed PWs. He evaluated public buildings and school structures for the Miami-Dade County Public School Board and the Miami-Dade Parks, Recreation, and Operations Department to determine project eligibility under the PA Program.
- As part of the recovery efforts from Hurricanes Katrina and Rita in Louisiana, Joseph conducted damage assessment and site plans for the US Army Corps of Engineers' Project Blue Roof. He participated in debris monitoring activities throughout Louisiana, where he supervised push crews, haul crews, bucket truck crews, and leaner/hanger crews for time and attendance. Joseph wrote end-of-day

payment tickets and crew report activities and worked with PACs and the PW QA/QC team to resolve outstanding issues.

- Joseph participated in the City of Tampa's (Florida) recovery efforts from Hurricanes Charley, Frances, and Jeanne. He assisted local applicants with the PA process and performed data collection. He wrote and reviewed PWs. He worked with PACs and the PW QA/QC team to resolve outstanding issues. He evaluated assessed damage to various buildings, flood control facilities, and sporting arenas throughout the impacted area for governmental agencies and non-governmental organizations, such as the Tampa Wastewater Department, the Tampa Sports Authority, and St. Joseph's Hospital.
- Joseph assisted communities in Collier County, Florida with their efforts to recover from Hurricane Charley, Frances, and Jeanne. He assisted local applicants, such as governmental agencies and non-governmental organizations, with the PA Program and performed data collection. He wrote and reviewed PWs, and he worked with PACs and the PW QA/QC team to resolve outstanding issues.
- As part of the recovery efforts from Hurricanes Charley, Frances, and Jeanne, Joseph conducted damage assessment and site plans for the US Army Corps of Engineers' Project Blue Roof and the deployment of FEMA travel trailers around Fort Meyers, Florida. He also conducted QA/QV evaluation to verify contractors' performance and ensure that they were complying with relevant federal laws and regulations, as well as US Army Corps of Engineers' specifications and guides.
- As part of the response effort to a series of devastating storms that affected Beltrami and Marshall Counties in Minnesota, Joseph assisted local applicants with the PA process and performed data collection on their behalf. He coordinated with FEMA Project Specialists and wrote and reviewed PWs. He worked with PACs and the PW QA/QC team to resolve outstanding issues. Joseph evaluated floodplain maps and hazard mitigation techniques.
- Joseph assisted local applicants with the PA process and performed data collection for the counties surrounding Madison, Wisconsin following a series of severe storms. He also coordinated with FEMA Project Specialists, wrote, and reviewed PWs. He worked with PACs and the PW QA/QC team to resolve any outstanding issues.

Erika has 5 years of experience in emergency management preparedness and response. She specializes in developing and conducting drills, emergency management plan updates, and emergency notification systems and capabilities.

Erika comes from a law enforcement background and is familiar with the Incident Command System, NIMS, and risk management processes. She first developed her skills as a Tribal Administrator, AmeriCorps Disaster Responder, Fire Volunteer, and Tribal Emergency Manager.

RESPONSE OPERATIONS SPECIALIST, WITT O'BRIEN'S (2021 – PRESENT)

Erika brings support in emergency planning, training, exercise, response, and recovery experience across broad range organizations including local, state, NGO and federal first responder entities. Erika supported Witt O'Brien's readiness and resilience practice, implementing strategies to maintain and quickly resume mission-critical functions for clients in response to the COVID-19 pandemic.

TRIBAL EMERGENCY RESPONSE MANAGER, TWENTY- NINE PALMS BAND OF MISSION INDIANS COACHELLA, CALIFORNIA (2020 – 2021)

Erika supported emergency management planning efforts in Tribal communities. She designed and conducted surveys, collected qualitative and quantitative assessment data, developed emergency operations and/or contingency plans, documents, manuals, policies, procedures, and developed and conducted trainings and exercises. She also provided presentations and trainings, developed educational materials for stakeholders, and participated in all project coordination.

EMERGENCY MANAGEMENT & DISASTER RELIEF COORDINATOR/ PLANNER, AMERICORPS, RIVERSIDE, CA (2020)

Erika was responsible for data entry for LISTOS merit system that enables trusted organizations and applications to better engage and serve individuals. She worked with clients through various confusing equations to help organize invoices, receipts, accounting records, and even coordinating with experts in the field regarding specific specialty items. Additionally, she supported disaster Recovery and COVID Testing sites for Companies and Government Entities. Her efforts also included responding to complex customer inquiries, provided general information to the public regarding the federally declared disaster.

Additionally, she executed and implemented program initiatives to maximize the Commission's level of preparedness to respond to natural disasters and man-made emergencies.

EMERGENCY PREPAREDNESS COORDINATOR ADMINISTRATIVE ASSISTANT, LA JOLLA BAND OF LUISEÑO INDIANS PAUMA VALLEY, CA (2019 – 2020)

Erika acted Assumed the role of Emergency Preparedness Coordinator to support the needs of the Covid-19 Pandemic. Erika audited and generated disaster recovery policies, plans, and procedures by performing a gap analysis of the Tribal mission-critical disaster recovery plans to identify improvements based upon industry best practices. Worked closely with Department of Homeland Security, National Continuity Programs Office, White House, and other Federal Emergency Coordinators to establish and maintain Multi-Year Tests, Training, and Exercise Schedules.

ERIKA PORTER

EOC SUPPORT



YEARS OF EXPERIENCE

5 Years

EDUCATION

National University, Masters, Homeland Security, Law Enforcement, Firefighting and Related Protective Services

American Military University, Masters, Crisis/Emergency/Disaster Management

American Military University, Bachelors, Homeland Security, Law Enforcement, Firefighting and Related Protective Services

LICENCES/CERTIFICATIONS/TRAINING

G205: Disaster Recovery, G358: Evacuation And Re-Entry Planning Course, Virtual Tabletop Exercise 2020, Professional Development Series, Is - 0005.A, Is - 00029.A, IS - 00035.20, IS -0037.20, IS - 00907, IS - 00144, IS - 00200.C, IS - 00201, IS - 00393.B, IS - 00520 , IS - 01010, IS - 02700; Certified Disaster Recovery Engineer

CONTRACT REDLINES

(Clause #, Page #, Redlined Clause)

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3.9. Ownership of Works.

(a)

As used in Sections 3.9 and 3.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b)

With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.10 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

(c)

Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. ~~To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.~~

~~Notwithstanding the foregoing, the Buyer acknowledges that in the course of its performance under the Agreement the Contractor may use products, materials and methodologies previously developed and proprietary to the Contractor, and the Buyer agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement, if any, executed by the parties.~~

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3.10. Intellectual Property.

~~(a)~~

~~Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.~~

~~(b)~~

~~If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).~~

~~It is understood and agreed that the documents and other materials prepared pursuant to this Agreement are prepared specifically for Buyer for a particular purpose, and~~

- ~~a) Contractor is not liable for any alternative use by Buyer or a third party~~
- ~~b) Buyer shall not redistribute the Work for use other than the purpose for which it was created or~~
- ~~c) Buyer shall not sell such product to a third party~~

~~(c)~~

~~Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.~~

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3.15. Best Pricing for Comparable Services to Other Government Entities.

~~Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.~~

Page16-17

3.16. Invoicing and Payment.

(a)

Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

(b)

To the extent Contractor's fees include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Federal GSA rates.

(c)

~~Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.~~ Buyer is obligated to make payment to Contractor within 30 days of a correctly submitted invoice.

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3.18. Right of Setoff.

Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor and allowing time to remedy, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in the Town of Fort Myers Beach) against Contractor.

Pages 17-18

3.19. Retention of Records / Audits.

(a)

Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b)

Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c)

At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d)

Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor.

(e)

Consultant must permit Buyer to interview any of Consultant's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f)

Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all

deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g)

All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h)

Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i)

~~Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.~~

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3.25. Contractor Remedies Upon Buyer Default.

Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. ~~Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.~~ The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

~~In no event shall either party be liable for any exemplary, punitive, incidental, special, indirect or consequential damages of any kind, including, without limitation, any loss of profits or revenue, loss of use of property or equipment and business interruption losses, regardless of the cause of such damages, including, without limitation, any negligence (whether active, passive, sole, concurrent or gross), breach of duty (whether statutory, contractual or otherwise) or any other fault of either party or any other person or entity, and regardless of whether the claim is based in contract, tort, strict liability or otherwise.~~

~~3.38. Prompt Payment to Subcontractors and Suppliers. Page 22~~

~~(a)~~

~~Generally. When Contractor receives payment from Buyer for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from Buyer. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the Buyer and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.~~

~~(b)~~

~~Third Party Liability. The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between Buyer and any subcontractor, supplier, or any third party or create any Buyer liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to Buyer.~~

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Attachment F INDEMNIFICATION

APPLICANT shall hold harmless, indemnify, and defend the Town of Fort Myers Beach and the Town's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, ~~without limitation, any and~~ all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1.

General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, ~~whether arising out of or incidental~~ to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

~~2.~~

~~Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and~~

3.

Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly ~~or indirectly out of any allegation that from~~ the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its obligation under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall ~~not~~ be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

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Attachment G Additional Insurance Provisions

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Town of Fort Myers Beach and its members, officials, officers employees and agents.

CONTRACTOR'S insurance shall include a waiver of subrogation in favor of the Town of Fort Myers Beach and shall name the Town of Fort Myers Beach as an additional insured, to the extent of the liabilities assumed by CONTRACTOR under this Agreement.

WITT O'BRIEN'S

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S
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1. **Requested Motion:**

Meeting Date: January 23, 2023

Adopt Resolution 23-06 approving the First Amendments to the Continuing Services Agreements or Environmental Assessments and Marine Engineering Professional Services between the Town of Fort Myers Beach and Coastal Engineering Consultants, Coastal Systems Int'l, Edgewater Resources, Hans Wilson & Assoc., Taylor Engineering and Turrell Hall & Assoc. to include 2-CFR clauses.

Why the action is necessary:

2-CFR clauses are required to be eligible for FEMA public assistance requests.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. 23-06, Resolution 23-06 re Approving First Amendments to Continuing Professional Services Agreements for Environmental Consulting(141986925.1)-C
2. Coastal Engineering Consultants
3. Coastal Systems International
4. Edgewater Resources, LLC
5. Hans Wilson & Associates
6. Taylor Engineering Inc.
7. Turrell, Hall & Associates, Inc.

Financial Impact:

6. **Alternative Action**

Do not authorize Town Manager to amend contracts to include 2-CFR clauses to contracts.

7. **Management Recommendations:**

8. **Recommended Approval:**

Chadd Chustz, Environmental Services
Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/5/2023
Approved - 1/5/2023
Approved - 1/19/2023
Final Approval - 1/20/2023

RESOLUTION NUMBER 23-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE CONTINUING SERVICES AGREEMENTS BETWEEN THE TOWN AND THE FIRMS LISTED ON THE ATTACHED EXHIBIT “A” THAT WERE SELECTED BY THE TOWN PURSUANT TO THE STATE OF FLORIDA CONSULTANTS COMPETITIVE NEGOTIATIONS ACT (CCNA), SECTION 2-480(h) OF THE FORT MYERS BEACH CODE, AND RFQ-20-06-AD, FOR ENVIRONMENTAL ASSESSMENTS AND MARINE ENGINEERING PROFESSIONAL SERVICES; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT AND THE EXPENDITURE OF BUDGETED FUNDS BY THE TOWN MANAGER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, pursuant to the State of Florida Consultants Competitive Negotiations Act (CCNA), Section 2-480(h) of the Fort Myers Beach Code, and RFQ-20-06-AD, in March of 2020 the Town entered into Continuing Services Agreements with the firms listed on the attached Exhibit “A” for environmental assessments and marine engineering professional services; and

WHEREAS, the Town and the firms mutually desire to amend the Continuing Services Agreements attached as Exhibit “B” (Agreements) to include specified policies, procedures, and requirements to comply with the Federal Emergency Management Agency’s Public Assistance Program policy guidelines.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. The First Amendments to the Agreements between the Town and the firms listed on Exhibit “A”, for environmental assessments and marine engineering professional services copies of which are attached as Exhibit “B” are approved. The Town Manager is authorized to execute the First Amendments and expend budgeted funds on behalf of the Town.

Section 3. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was _____ by the Town Council upon a motion by _____ and seconded by _____ and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Bill Veach, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this ____ day of January 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers , Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2023.

approving the First Amendment to the Professional Services Agreement between the Town of Fort Myers Beach and Coastal Engineering Consultants, Inc. for Beach Renourishment Professional Engineering Services to include 2-CFR clauses

FIRST AMENDMENT TO AGREEMENT BETWEEN

TOWN OF FORT MYERS BEACH

AND

COASTAL ENGINEERING CONSULTANTS, INC.

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this ____ day of January, 2023 by and between the Town of Fort Myers Beach (“Town”), and Coastal Engineering Consultants, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, on _____, 2023, the Town and Contractor entered into an Agreement (“Agreement”) for Contractor to provide a Environmental Assessments and Marine Engineering under Federal and State Disaster Programs in response to Hurricane Ian (“Services”). A copy of the Agreement is attached hereto as Exhibit “A” and made a part hereof by this reference; and

WHEREAS, the parties desire to extend the term of the Agreement to allow Contractor to continue and complete the Services as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the Contractor agree to the following amendments to the Agreement as follows:¹

1. To include the Federal Contract Provisions and Assurances

1/ Additions to existing text are shown by underline, and deletions are shown as ~~striketrough~~.
141000102.1

IN WITNESS WHEREOF, the Town and Firm have executed this First Amendment this
____ day of December 2022.

CONTRACTOR:

TOWN OF FORT MYERS BEACH:

By: _____
Its: _____

Keith Wilkins, Interim Town Manager

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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 his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town 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.

Affirmative Socioeconomic Steps 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) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

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 any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications 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 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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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.

Program Fraud and False or Fraudulent Statements or 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 this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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 Town. 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 Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (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— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or 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/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

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

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$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. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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 Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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 nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will 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.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																
		DBE?	Y	N																	
		MBE?	Y	N																	
		WBE?	Y	N																	
		SDB 8A?	Y	N																	
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
ETHNICITY	CODE																				
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Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 16th day of March 2020 by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **Coastal Engineering Consultants, Inc.** ("Consultant"), whose address is 1938 Hill Avenue, Fort Myers, Florida 33901.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

- (1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.
- (2) CONSULTANT'S PROJECT DIRECTOR: The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.
- (3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.
- (4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- (5) SUB-CONTRACTOR: The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.
- (2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

- (1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.
- (2) **TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL:** At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

- (1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

- (2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:
- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
 - For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
 - For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
 - Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
 - The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
 - When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
 - If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

- (1) MONTHLY STATEMENTS: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.
- (2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:
- (A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or

Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

- (2) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should

the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned

or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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 THE PUBLIC RECORDS AT (239) 765-0202, MICHELLE@FMBGOV.COM , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated March 16, 2020.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated March 16, 2020.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated March 16, 2020.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated March 16, 2020.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated March 16, 2020.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated March 16, 2020.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated March 16, 2020.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated March 16, 2020.
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated March 16, 2020.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated March 16, 2020.

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

Coastal Engineering Consultants, Inc.

(Consultant's Business Name)

3106 South Horseshoe Drive

(Street/ P.O. Box)

Naples

(City)

FL

(State)

34104

(Zip Code)

Telephone Number: **239-643-2324 x126**

Fax Number:

ATTENTION: **Michael T. Poff**
Project Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

ATTEST:

By: _____
Roger T. Hernstadt, Town Manager

By: _____
Michelle Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: **COASTAL ENGINEERING CONSULTANTS, INC.**
Printed name of organization

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of Witness

Title (printed)

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use and building code provisions, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Environmental Assessments.*

* Contamination assessment and radiation projects are not included within this Scope of Work, and if needed, would be bid separately at a later time.

Marine Engineering

Requires engineering expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of marine design.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: March 16, 2020

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services Environmental Assessments and Marine Engineering
RFQ-20-06-AD

Date: February 19, 2020CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULEConsultant Name: Coastal Engineering Consultants, Inc.

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Engineer / Surveyor / Scientist	\$ 70.33	3.0	\$ 211
Sr. Engineer / Surveyor / Scientist	\$ 61.67	3.0	\$ 185
Associate Engineer / Surveyor / Scientist	\$ 58.67	3.0	\$ 176
Managing Engineer / Surveyor / Scientist	\$ 50.33	3.0	\$ 151
Coastal Modeler	\$ 48.33	3.0	\$ 145
Marine Surveyor	\$ 46.67	3.0	\$ 140
Project Engineer / Surveyor / Scientist / Planner	\$ 43.00	3.0	\$ 129
Staff Engineer / Surveyor / Scientist / Planner	\$ 36.33	3.0	\$ 109
Sr. Technician / Designer	\$ 35.67	3.0	\$ 107
Technician	\$ 30.00	3.0	\$ 90
Project Construction Manager	\$ 33.33	3.0	\$ 100
Sr. Project Coordinator	\$ 26.67	3.0	\$ 80
Construction Observer	\$ 25.00	3.0	\$ 75
1-Man Crew	\$ 41.33	3.0	\$ 124
2-Man Crew	\$ 49.67	3.0	\$ 149
3-Man Crew	\$ 62.00	3.0	\$ 186
Laborer	\$ 14.00	3.0	\$ 42

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

ATTACHMENT NO. 2 TO EXHIBIT B

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services Environmental Assessments and Marine Engineering
RFQ-20-06-AD**

Date: February 19, 2020CONSULTANT NAME: Coastal Engineering Consultants, Inc.

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.54/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
Breakfast	\$12.01
Lunch	\$11.82
Dinner	\$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursable (i.e. film/developing):	
Hydrographic RTK GPS Surveying & Mapping System	\$ 600 / day
RTK GPS Receiver	\$ 250 / day
Tide Recorder	\$ 500 / mo.
Current Meter	\$ 3,000 / mo.
Survey Boat	\$ 375 / day
Survey Jon Boat	\$ 200 / day
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

This EXHIBIT “C” establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
 (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

BY: _____

TITLE: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, by means of () physical presence or () online notarization, personally appeared before me and () is personally known to me or () who has produced _____, as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS: Ongoing Miscellaneous Professional Services RFQ-20-06-AD

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be
Provided and/or Performed

Indicate Name of
Individual or Firm

(If none, enter the word "none" in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be accepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of \$1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD**

Date: March 16, 2020

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.____ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is _____

- and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)

My Commission expires _____

(Printed typed or stamped commissioned name of notary public)

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

(Signature) (Title) (Date)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, by means of () physical presence or () online notarization, personally appeared before me and () is personally known to me or () who has produced _____, as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-17-19-AD**

I, the undersigned, _____, am an employee of Coastal Engineering Consultants, Inc., the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Signature

Date

FIRST AMENDMENT TO AGREEMENT BETWEEN

TOWN OF FORT MYERS BEACH

AND

COASTAL SYSTEMS INTERNATIONAL, INC.

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this ____ day of January, 2023 by and between the Town of Fort Myers Beach (“Town”), and Coastal Systems International, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, on _____, 2023, the Town and Contractor entered into an Agreement (“Agreement”) for Contractor to provide a Environmental Assessments and Marine Engineering under Federal and State Disaster Programs in response to Hurricane Ian (“Services”). A copy of the Agreement is attached hereto as Exhibit “A” and made a part hereof by this reference; and

WHEREAS, the parties desire to extend the term of the Agreement to allow Contractor to continue and complete the Services as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the Contractor agree to the following amendments to the Agreement as follows:¹

1. To include the Federal Contract Provisions and Assurances

1/ Additions to existing text are shown by underline, and deletions are shown as ~~striketrough~~.
141000102.1

IN WITNESS WHEREOF, the Town and Firm have executed this First Amendment this
____ day of December 2022.

CONTRACTOR:

TOWN OF FORT MYERS BEACH:

By: _____
Its: _____

Keith Wilkins, Interim Town Manager

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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 his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town 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.

Affirmative Socioeconomic Steps 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) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

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 any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications 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 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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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.

Program Fraud and False or Fraudulent Statements or 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 this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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 Town. 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 Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (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— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or 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/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

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

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$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. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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 Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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 nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will 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.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y N		IS THE ACTIVITY OF THIS CONTRACT...																	
		DBE? Y N		CONSTRUCTION ? Y N																	
		MBE? Y N		CONSULTATION? Y N																	
		WBE? Y N		OTHER? Y N																	
		SDB 8A? Y N																			
IS THIS SUBMISSION A REVISION?		Y N		IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr> <td>Black American</td> <td>BA</td> </tr> <tr> <td>Hispanic American</td> <td>HA</td> </tr> <tr> <td>Native American</td> <td>NA</td> </tr> <tr> <td>Subcont. Asian American</td> <td>SAA</td> </tr> <tr> <td>Asian-Pacific American</td> <td>APA</td> </tr> <tr> <td>Non-Minority Women</td> <td>NMW</td> </tr> <tr> <td>Other: not of any other group listed</td> <td>O</td> </tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:					DATE																

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 16th day of March 2020 by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **Coastal Systems International, Inc.** ("Consultant"), whose address is 464 South Dixie Highway, Coral Gables, Florida 33146.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

- (1) **QUALIFIED PERSONNEL:** The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.
- (2) **CONSULTANT'S PROJECT DIRECTOR:** The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.
- (3) **REMOVAL OF PERSONNEL:** Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.
- (4) **SUB-CONSULTANT:** The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- (5) **SUB-CONTRACTOR:** The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) **RESPONSIBILITY TO CORRECT:** The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.
- (2) **TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY:** Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

- (1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.
- (2) **TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL:** At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

- (1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

- (2) **NOT-TO-EXCEED FEE(S)**: When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:
- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
 - For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
 - For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
 - Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
 - The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
 - When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
 - If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

- (1) **MONTHLY STATEMENTS**: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.
- (2) **PAYMENT FOR SERVICES PERFORMED**: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:
- (A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or

Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

- (2) **PAYMENT SCHEDULE:** The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should

the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned

or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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 THE PUBLIC RECORDS AT (239) 765-0202, MICHELLE@FMBGOV.COM , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated March 16, 2020.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated March 16, 2020.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated March 16, 2020.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated March 16, 2020.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated March 16, 2020.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated March 16, 2020.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated March 16, 2020.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated March 16, 2020.
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated March 16, 2020.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated March 16, 2020.

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

Coastal Systems International, Inc.
(Consultant's Business Name)

464 South Dixie Highway
(Street/ P.O. Box)

Coral Gables
(City)

(State) **FL**

33146
(Zip Code)

Telephone Number: **305-661-3655**

Fax Number:

ATTENTION: **R. Harvey Sasso**
Project Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH *BMK*

By: 

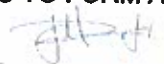
Roger T. Hemstadt, Town Manager

ATTEST:

By: 

Michelle Mayher, Town Clerk

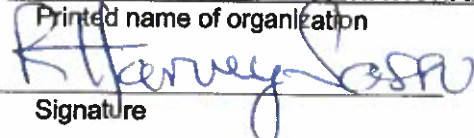
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: 

Town Attorney

PROVIDER: **COASTAL SYSTEMS INTERNATIONAL, INC.**

Printed name of organization

BY: 

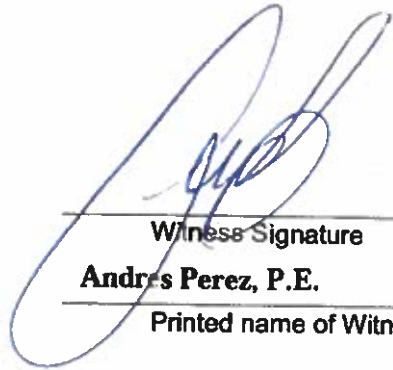
Signature

R. Harvey Sasso, P.E.

Printed name of person signing

President

Title (printed)


Witness Signature

Andres Perez, P.E.

Printed name of Witness

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use and building code provisions, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Environmental Assessments.*

* Contamination assessment and radiation projects are not included within this Scope of Work, and if needed, would be bid separately at a later time.

Marine Engineering

Requires engineering expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of marine design.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: March 16, 2020

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

**ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD**

Date: March 16, 2020

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: **Coastal Systems International, Inc.**

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.



COASTAL SYSTEMS INTERNATIONAL, INC.
464 South Dixie Highway • Coral Gables, Florida 33146
Tel: 305-661-3655 • Fax: 305-661-1914
www.coastalsystemsint.com

**COASTAL SYSTEMS INTERNATIONAL, INC.
TOWN OF FT. MYERS BEACH
2020 RATE SCHEDULE**

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$250.00
Director	\$230.00
Department Head	\$160.00
Senior Project Manager	\$150.00
Senior Surveyor	\$150.00
Project Manager	\$120.00
Project Engineer	\$115.00
IT Specialist	\$100.00
GIS Analyst	\$100.00
Surveyor	\$ 95.00
Graphics Media Technician	\$ 95.00
Scientist	\$ 90.00
Designer	\$ 85.00
Junior Engineer	\$ 85.00
Assistant Project Manager	\$ 75.00
Engineering Technician	\$ 70.00
CADD	\$ 70.00
Administrative Assistant/Technician	\$ 60.00
Clerical	\$ 60.00

**ATTACHMENT NO. 2 TO EXHIBIT B
PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD**

Date: March 16, 2020

CONSULTANT NAME: Coastal Systems International, Inc.

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

This EXHIBIT "C" establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage		
		Yes	No	
Geotechnical Consulting Services	Ardaman & Associates, Inc. 9970 Bavaria Road, Fort Myers, FL 33913			X
Surveying Services	E.F. Gaines Surveying Services, Inc. 5235 Ramsey Way, Suite 10, Fort Myers, FL 33907			X

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements. The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

Coastal Systems International, Inc.

464 South Dixie Highway, Coral Gables, FL 33146

BY:

R. Harvey Sasso

TITLE: R. Harvey Sasso, P.E., President

The foregoing instrument was acknowledged before me this 24 day of March, 2020, by R. Harvey Sasso, by means of () physical presence or () online notarization, personally appeared before me and ☒ is personally known to me or () who has produced _____, as identification.

Darlene Sanchez-Ospina

Notary Public Signature

Darlene Sanchez-Ospina

Printed Name of Notary Public

GG011214 July 31, 2020

Notary Commission Number/Expiration



EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS: **Ongoing Miscellaneous Professional Services** **RFQ-20-06-AD**

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the Insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

None

Service and/or work to be
Provided and/or Performed

Indicate Name of
Individual or Firm

(If none, enter the word "none" in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such Insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be accepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of \$1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD**

Date: March 16, 2020

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. ___ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Town of Fort Myers Beach
(print name of public entity)
by R. Harvey Sasso, P.E., President
(print individual's name and title)
for Coastal Systems International, Inc.
(print name of entity submitting sworn statement)
whose business address is 464 South Dixie Highway
Coral Gables, FL 33146

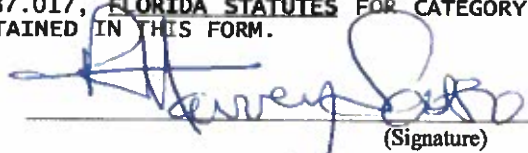
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0543399
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
- X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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.


(Signature)

Sworn to and subscribed before me this 24 day of March, 2020.

Personally known R. Harvey Sasso

OR Produced Identification _____

Notary Public – State of Florida

My Commission expires 7/31/2020

(Type of Identification)


(Printed typed or stamped commissioned name of notary public)



EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Coastal Systems International, Inc.
R Harvey Sasso President March 23, 2020
(Signature) (Title) (Date)

The foregoing instrument was acknowledged before me this 24 day of March, 2020, by R Harvey Sasso, by means of () physical presence or () online notarization, personally appeared before me and (X) is personally known to me or () who has produced _____, as identification.

Darlene Sanchez-Ospina
Notary Public Signature

Darlene Sanchez-Ospina
Printed Name of Notary Public

GG 011214 July 31, 2020
Notary Commission Number/Expiration

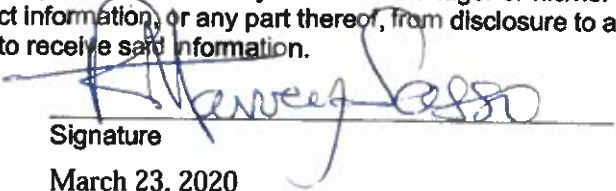


The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-17-19-AD**

I, the undersigned, R. Harvey Sasso, P.E., am an employee of Coastal Systems International, Inc., the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.


Signature

March 23, 2020

Date

FIRST AMENDMENT TO AGREEMENT BETWEEN

TOWN OF FORT MYERS BEACH

AND

EDGEWATER RESOURCES, LLC

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this ____ day of January, 2023 by and between the Town of Fort Myers Beach (“Town”), and Edgewater Resources, LLC. (“Contractor”).

WITNESSETH:

WHEREAS, on _____, 2023, the Town and Contractor entered into an Agreement (“Agreement”) for Contractor to provide a Environmental Assessments and Marine Engineering under Federal and State Disaster Programs in response to Hurricane Ian (“Services”). A copy of the Agreement is attached hereto as Exhibit “A” and made a part hereof by this reference; and

WHEREAS, the parties desire to extend the term of the Agreement to allow Contractor to continue and complete the Services as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the Contractor agree to the following amendments to the Agreement as follows:¹

1. To include the Federal Contract Provisions and Assurances

1/ Additions to existing text are shown by underline, and deletions are shown as ~~strikethrough~~.
141000102.1

IN WITNESS WHEREOF, the Town and Firm have executed this First Amendment this
____ day of December 2022.

CONTRACTOR:

TOWN OF FORT MYERS BEACH:

By: _____
Its: _____

Keith Wilkins, Interim Town Manager

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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 his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town 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.

Affirmative Socioeconomic Steps 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) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

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 any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications 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 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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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.

Program Fraud and False or Fraudulent Statements or 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 this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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 Town. 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 Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (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— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or 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/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

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

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$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. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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 Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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 nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will 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.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y N DBE? Y N MBE? Y N WBE? Y N SDB 8A? Y N		IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																	
IS THIS SUBMISSION A REVISION?		Y N		IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr> <td>Black American</td> <td>BA</td> </tr> <tr> <td>Hispanic American</td> <td>HA</td> </tr> <tr> <td>Native American</td> <td>NA</td> </tr> <tr> <td>Subcont. Asian American</td> <td>SAA</td> </tr> <tr> <td>Asian-Pacific American</td> <td>APA</td> </tr> <tr> <td>Non-Minority Women</td> <td>NMW</td> </tr> <tr> <td>Other: not of any other group listed</td> <td>O</td> </tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 16th day of March 2020 by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **Edgewater Resources, LLC** ("Consultant"), whose address is 1938 Hill Avenue, Fort Myers, Florida 33901.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

- (1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.
- (2) CONSULTANT'S PROJECT DIRECTOR: The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.
- (3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.
- (4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- (5) SUB-CONTRACTOR: The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.
- (2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

- (1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.
- (2) **TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL:** At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

- (1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

- (2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:
- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
 - For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
 - For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
 - Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
 - The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
 - When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
 - If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

- (1) MONTHLY STATEMENTS: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.
- (2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:
- (A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or

Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

- (2) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should

the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned

or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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 THE PUBLIC RECORDS AT (239) 765-0202, MICHELLE@FMBGOV.COM , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated March 16, 2020.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated March 16, 2020.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated March 16, 2020.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated March 16, 2020.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated March 16, 2020.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated March 16, 2020.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated March 16, 2020.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated March 16, 2020.
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated March 16, 2020.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated March 16, 2020.

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

Edgewater Resources, LLC

(Consultant's Business Name)

2075 N. Powerline Road, Suite 4

(Street/ P.O. Box)

Pompano Beach

(City)

FL

(State)

33069

(Zip Code)

Telephone Number: **954-400-1401**

Fax Number:

ATTENTION: **Ronald Schults**
Project Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

ATTEST:

By: _____
Roger T. Hernstadt, Town Manager

By: _____
Michelle Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: **EDGEWATER RESOURCES, LLC**
Printed name of organization

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of Witness

Title (printed)

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use and building code provisions, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Environmental Assessments.*

* Contamination assessment and radiation projects are not included within this Scope of Work, and if needed, would be bid separately at a later time.

Marine Engineering

Requires engineering expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of marine design.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: March 16, 2020

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: **Edgewater Resources, LLC**

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

BASIS OF COMPENSATION

The compensation of Edgewater Resources, LLC for professional services is based upon hourly rates as indicated below.

TITLE	RATE
Sr. Principal	\$250.00
Principal Engineer	\$250.00
Sr. Associate	\$220.00
Principal	\$220.00
Sr. Engineer	\$190.00
Sr. Scientist	\$180.00
Sr. Landscape Architect	\$175.00
Sr. Architect	\$175.00
Development Director	\$175.00
Project Engineer	\$160.00
Sr. Surveyor	\$155.00
Staff Engineer	\$130.00
Landscape Designer	\$130.00
Sr. Engineering Tech	\$115.00
Communications	\$115.00
Project Administration	\$115.00
Professional Intern	\$75.00

Please Note:

Expenses connected with the work such as travel, vehicle rental, equipment rental, subsistence, lodging, etc., will be charged at cost.

Vehicle mileage will be charged at the standard, federal, per mile rate.

Printing expenses will be charged as follows:
standard b/w format prints /copies @ \$0.20/page; large format b/w prints/copies @ \$0.30/sq.ft.

Large format color prints/copies range from \$5-15 / l.f. for non-mounted/non-laminated b&w or color prints.

ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

CONSULTANT NAME: **Edgewater Resources, LLC**

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.54/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
Breakfast	\$12.01
Lunch	\$11.82
Dinner	\$24.72
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursable (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

This EXHIBIT “C” establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
 (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

BY: _____

TITLE: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, by means of () physical presence or () online notarization, personally appeared before me and () is personally known to me or () who has produced _____, as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS: Ongoing Miscellaneous Professional Services RFQ-20-06-AD

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be
Provided and/or Performed

Indicate Name of
Individual or Firm

(If none, enter the word "none" in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be accepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of \$1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD**

Date: March 16, 2020

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.____ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is _____

- and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)

My Commission expires _____

(Printed typed or stamped commissioned name of notary public)

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

(Signature) (Title) (Date)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, by means of () physical presence or () online notarization, personally appeared before me and () is personally known to me or () who has produced _____, as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-17-19-AD**

I, the undersigned, _____, am an employee of Edgewater Resources, LLC, the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Signature

Date

FIRST AMENDMENT TO AGREEMENT BETWEEN

TOWN OF FORT MYERS BEACH

AND

HANS WILSON & ASSOCIATES

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this ____ day of January, 2023 by and between the Town of Fort Myers Beach (“Town”), and Hans Wilson & Associates. (“Contractor”).

WITNESSETH:

WHEREAS, on _____, 2023, the Town and Contractor entered into an Agreement (“Agreement”) for Contractor to provide a Environmental Assessments and Marine Engineering under Federal and State Disaster Programs in response to Hurricane Ian (“Services”). A copy of the Agreement is attached hereto as Exhibit “A” and made a part hereof by this reference; and

WHEREAS, the parties desire to extend the term of the Agreement to allow Contractor to continue and complete the Services as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the Contractor agree to the following amendments to the Agreement as follows:¹

1. To include the Federal Contract Provisions and Assurances

1/ Additions to existing text are shown by underline, and deletions are shown as ~~striketrough~~.
141000102.1

IN WITNESS WHEREOF, the Town and Firm have executed this First Amendment this
____ day of December 2022.

CONTRACTOR:

TOWN OF FORT MYERS BEACH:

By: _____
Its: _____

Keith Wilkins, Interim Town Manager

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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 his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town 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.

Affirmative Socioeconomic Steps 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) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

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 any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications 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 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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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.

Program Fraud and False or Fraudulent Statements or 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 this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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 Town. 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 Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (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— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or 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/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

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

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$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. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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 Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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 nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will 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.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																
		DBE?	Y	N																	
		MBE?	Y	N																	
		WBE?	Y	N																	
		SDB 8A?	Y	N																	
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT																
					PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
ETHNICITY	CODE																				
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Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:					DATE																

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 16th day of March 2020 by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **Hans Wilson & Associates** ("Consultant"), whose address is 1938 Hill Avenue, Fort Myers, Florida 33901.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

- (1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.
- (2) CONSULTANT'S PROJECT DIRECTOR: The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.
- (3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.
- (4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- (5) SUB-CONTRACTOR: The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.
- (2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

- (1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.
- (2) **TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL:** At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

- (1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

- (2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:
- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
 - For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
 - For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
 - Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
 - The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
 - When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
 - If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

- (1) MONTHLY STATEMENTS: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.
- (2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:
- (A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work- in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or

Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

- (2) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should

the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned

or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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 THE PUBLIC RECORDS AT (239) 765-0202, MICHELLE@FMBGOV.COM , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated March 16, 2020.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated March 16, 2020.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated March 16, 2020.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated March 16, 2020.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated March 16, 2020.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated March 16, 2020.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated March 16, 2020.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated March 16, 2020.
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated March 16, 2020.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated March 16, 2020.

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

Hans Wilson & Associates

(Consultant's Business Name)

1938 Hill Ave.

(Street/ P.O. Box)

Fort Myers

(City)

FL

(State)

33901

(Zip Code)

Telephone Number: **239-334-6870**

Fax Number:

ATTENTION: **Hans J.M. Wilson**

Project Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

ATTEST:

By: _____
Roger T. Hernstadt, Town Manager

By: _____
Michelle Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: **HANS WILSON & ASSOCIATES**
Printed name of organization

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of Witness

Title (printed)

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use and building code provisions, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Environmental Assessments.*

* Contamination assessment and radiation projects are not included within this Scope of Work, and if needed, would be bid separately at a later time.

Marine Engineering

Requires engineering expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of marine design.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: March 16, 2020

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: **Hans Wilson & Associates**

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

M. RFQ-20-06-AD Pricing

<u>Consulting Fees</u>	<u>Hourly Rate</u>
Principal Consultant / Professional Engineer	\$195.00
Senior Project Engineer	\$175.00
Professional Surveyor & Mapper	\$140.00
Sr. Project Manager / Sr. Environmental Scientist	\$130.00
Engineer III / Project Manager II / Surveyor	\$110.00
Engineer II / Project Manager I / Biologist II	\$95.00
Engineer II / Project Manager / Biologist I	\$85.00
Engineer I / Biologist I	\$75.00
CAD Technician II / Permit Specialist / Admin	\$75.00
Auto CAD Technician I / Secretarial Services	\$60.00
Expert Witness	Double Standard Rate

Miscellaneous Expenses

Individual items less than \$50.00	Included in Hourly Rate
Individual items greater than \$50.00	Cost + 10%
Outside Consultant Expenses	Cost + 10%
Boat	\$200.00 per day
Canoe	\$50.00 per day
Equipment Rental ~ survey	\$50.00 per day

ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFO-20-06-AD

Date: March 16, 2020

CONSULTANT NAME: **Hans Wilson & Associates**

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

This EXHIBIT “C” establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
 (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

BY: _____

TITLE: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, by means of () physical presence or () online notarization, personally appeared before me and () is personally known to me or () who has produced _____, as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS: Ongoing Miscellaneous Professional Services RFQ-20-06-AD

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm
--	--

(If none, enter the word "none" in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be accepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of \$1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD**

Date: March 16, 2020

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.____ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is _____

- and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)

My Commission expires _____

(Printed typed or stamped commissioned name of notary public)

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

(Signature) (Title) (Date)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, by means of () physical presence or () online notarization, personally appeared before me and () is personally known to me or () who has produced _____, as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-17-19-AD**

I, the undersigned, _____, am an employee of Hans Wilson & Associates, the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Signature

Date

FIRST AMENDMENT TO AGREEMENT BETWEEN

TOWN OF FORT MYERS BEACH

AND

TAYLOR ENGINEERING, INC.

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this ____ day of January, 2023 by and between the Town of Fort Myers Beach (“Town”), and Taylor Engineering, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, on _____, 2023, the Town and Contractor entered into an Agreement (“Agreement”) for Contractor to provide a Environmental Assessments and Marine Engineering under Federal and State Disaster Programs in response to Hurricane Ian (“Services”). A copy of the Agreement is attached hereto as Exhibit “A” and made a part hereof by this reference; and

WHEREAS, the parties desire to extend the term of the Agreement to allow Contractor to continue and complete the Services as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the Contractor agree to the following amendments to the Agreement as follows:¹

1. To include the Federal Contract Provisions and Assurances

1/ Additions to existing text are shown by underline, and deletions are shown as ~~striketrough~~.
141000102.1

IN WITNESS WHEREOF, the Town and Firm have executed this First Amendment this
____ day of December 2022.

CONTRACTOR:

TOWN OF FORT MYERS BEACH:

By: _____
Its: _____

Keith Wilkins, Interim Town Manager

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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 his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town 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.

Affirmative Socioeconomic Steps 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) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

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 any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications 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 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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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.

Program Fraud and False or Fraudulent Statements or 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 this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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 Town. 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 Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (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— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or 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/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

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

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$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. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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 Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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 nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will 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.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																
		DBE?	Y	N																	
		MBE?	Y	N																	
		WBE?	Y	N																	
		SDB 8A?	Y	N																	
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 16th day of March 2020 by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and Taylor Engineering, Inc. ("Consultant"), whose address is 1800 2nd Street, Suite 714, Sarasota, FL 34236.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

- (1) **QUALIFIED PERSONNEL:** The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.
- (2) **CONSULTANT'S PROJECT DIRECTOR:** The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.
- (3) **REMOVAL OF PERSONNEL:** Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.
- (4) **SUB-CONSULTANT:** The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- (5) **SUB-CONTRACTOR:** The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) **RESPONSIBILITY TO CORRECT:** The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.
- (2) **TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY:** Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: As described in the "Scope of Professional Services" and specific Supplemental Task Authorizations, the Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

- (1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.
- (2) **TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL:** At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

- (1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

- (2) **NOT-TO-EXCEED FEE(S)**: When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:
- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
 - For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
 - For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
 - Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
 - The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
 - When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
 - If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

- (1) **MONTHLY STATEMENTS**: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.
- (2) **PAYMENT FOR SERVICES PERFORMED**: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:
- (A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or

Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

- (2) **PAYMENT SCHEDULE:** The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should

the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned

or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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 THE PUBLIC RECORDS AT (239) 765-0202, MICHELLE@FMBGOV.COM , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated March 16, 2020.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated March 16, 2020.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated March 16, 2020.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated March 16, 2020.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated March 16, 2020.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated March 16, 2020.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated March 16, 2020.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated March 16, 2020.
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated March 16, 2020.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated March 16, 2020.

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

Taylor Engineering, Inc.
(Consultant's Business Name)

10199 Southside Blvd., Suite 310
(Street/ P.O. Box)

Jacksonville
(City)

FL
(State)

32256
(Zip Code)

Telephone Number: **904-731-7040**
Fax Number:

ATTENTION: **Jonathan Armbruster**
Project Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH 

By: 
Roger T. Hernstadt, Town Manager

ATTEST:

By: 
Michelle Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: 
Town Attorney

PROVIDER: **TAYLOR ENGINEERING, INC.**

Printed name of organization
Jonathan

By: Armbruster
Signature

Digitally signed by Jonathan
Armbruster
Date: 2020.04.27 22:52:38 -04'00'

Jonathan Armbruster
Printed name of person signing

Vice President
Title (printed)


Witness Signature

Carla Cannon
Printed name of Witness

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use and building code provisions, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Environmental Assessments.*

* Contamination assessment and radiation projects are not included within this Scope of Work, and if needed, would be bid separately at a later time.

Marine Engineering

Requires engineering expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of marine design.

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD**

Date: March 16, 2020

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. ___ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Town of Fort Myers Beach
(print name of public entity)
- by Jonathan Armbruster, Vice President
(print individual's name and title)
- for Taylor Engineering, Inc.
(print name of entity submitting sworn statement)
- whose business address is 10199 Southside Blvd., Suite 310
Jacksonville, FL 32256

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2850478
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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.

Jonathan Armbruster

Digitally signed by Jonathan Armbruster

Date: 2020.04.27 22:55:42 -04'00'

(Signature)

Sworn to and subscribed before me this 28th day of April, 2020.

Personally known ✓

OR Produced Identification _____

Notary Public - State of Florida

(Type of Identification)

My Commission expires December 21, 2020

Carla M. Cannon

(Printed typed or stamped commissioned name of notary public)



EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

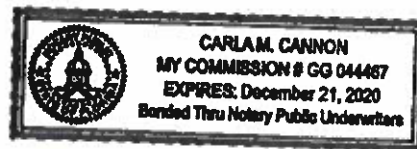
Company Name: Taylor Engineering, Inc.
Jonathan Armbruster Digitally signed by Jonathan Armbruster
Date: 2020.04.27 22:56:13 -0500 Vice President 4/28/2020
(Signature) (Title) (Date)

The foregoing instrument was acknowledged before me this 28th day of April, 2020, by Jonathan Armbruster, by means of (✓) physical presence or () online notarization, personally appeared before me and (✓) is personally known to me or () who has produced _____, as identification.


Notary Public Signature

Carla M. Cannon
Printed Name of Notary Public

GG 044467 / December 21, 2020
Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-17-19-AD**

I, the undersigned, Jonathan Armbruster, am an employee of Taylor Engineering, Inc., the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Jonathan Armbruster Digitally signed by Jonathan Armbruster
Date: 2020.04.27 22:56:49 -04'00'

Signature

April 28, 2020

Date

FIRST AMENDMENT TO AGREEMENT BETWEEN

TOWN OF FORT MYERS BEACH

AND

TURRELL, HALL & ASSOCIATES, INC.

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this ____ day of January, 2023 by and between the Town of Fort Myers Beach ("Town"), and Turrell, Hall & Associates, Inc. ("Contractor").

WITNESSETH:

WHEREAS, on _____, 2023, the Town and Contractor entered into an Agreement ("Agreement") for Contractor to provide a Environmental Assessments and Marine Engineering under Federal and State Disaster Programs in response to Hurricane Ian ("Services"). A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof by this reference; and

WHEREAS, the parties desire to extend the term of the Agreement to allow Contractor to continue and complete the Services as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the Contractor agree to the following amendments to the Agreement as follows:¹

1. To include the Federal Contract Provisions and Assurances

1/ Additions to existing text are shown by underline, and deletions are shown as ~~striketrough~~.
141000102.1

IN WITNESS WHEREOF, the Town and Firm have executed this First Amendment this
____ day of December 2022.

CONTRACTOR:

TOWN OF FORT MYERS BEACH:

By: _____
Its: _____

Keith Wilkins, Interim Town Manager

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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 his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town 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.

Affirmative Socioeconomic Steps 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) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

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 any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications 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 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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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.

Program Fraud and False or Fraudulent Statements or 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 this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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 Town. 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 Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (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— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or 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/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

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

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"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.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$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. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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 Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the 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.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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 nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will 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.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																													
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																													
A. PRIME VENDOR/CONTRACTOR INFORMATION																													
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																									
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">VETERAN</td> <td style="padding: 2px;">Y</td> <td style="padding: 2px;">N</td> </tr> <tr> <td style="padding: 2px;">DBE?</td> <td style="padding: 2px;">Y</td> <td style="padding: 2px;">N</td> </tr> <tr> <td style="padding: 2px;">MBE?</td> <td style="padding: 2px;">Y</td> <td style="padding: 2px;">N</td> </tr> <tr> <td style="padding: 2px;">WBE?</td> <td style="padding: 2px;">Y</td> <td style="padding: 2px;">N</td> </tr> <tr> <td style="padding: 2px;">SDB 8A?</td> <td style="padding: 2px;">Y</td> <td style="padding: 2px;">N</td> </tr> </table>		VETERAN	Y	N	DBE?	Y	N	MBE?	Y	N	WBE?	Y	N	SDB 8A?	Y	N	IS THE ACTIVITY OF THIS CONTRACT... <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">CONSTRUCTION ?</td> <td style="padding: 2px;">Y</td> <td style="padding: 2px;">N</td> </tr> <tr> <td style="padding: 2px;">CONSULTATION?</td> <td style="padding: 2px;">Y</td> <td style="padding: 2px;">N</td> </tr> <tr> <td style="padding: 2px;">OTHER?</td> <td style="padding: 2px;">Y</td> <td style="padding: 2px;">N</td> </tr> </table>		CONSTRUCTION ?	Y	N	CONSULTATION?	Y	N	OTHER?	Y	N
VETERAN	Y	N																											
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CONSTRUCTION ?	Y	N																											
CONSULTATION?	Y	N																											
OTHER?	Y	N																											
IS THIS SUBMISSION A REVISION?		Y		N																									
		IF YES, REVISION NUMBER _____																											
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																													
DBE	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT																								
VETERAN					PERCENT OF CONTRACT DOLLARS																								
TOTALS:																													
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																													
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																									
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																									
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																													
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 2px;">ETHNICITY</th> <th style="padding: 2px;">CODE</th> </tr> </thead> <tbody> <tr><td style="padding: 2px;">Black American</td><td style="padding: 2px;">BA</td></tr> <tr><td style="padding: 2px;">Hispanic American</td><td style="padding: 2px;">HA</td></tr> <tr><td style="padding: 2px;">Native American</td><td style="padding: 2px;">NA</td></tr> <tr><td style="padding: 2px;">Subcont. Asian American</td><td style="padding: 2px;">SAA</td></tr> <tr><td style="padding: 2px;">Asian-Pacific American</td><td style="padding: 2px;">APA</td></tr> <tr><td style="padding: 2px;">Non-Minority Women</td><td style="padding: 2px;">NMW</td></tr> <tr><td style="padding: 2px;">Other: not of any other group listed</td><td style="padding: 2px;">O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O								
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DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																									
ACCEPTED BY:					DATE																								

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 16th day of March 2020 by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **Turrell, Hall & Associates, Inc.** ("Consultant"), whose address is 3584 Exchange Avenue, Naples, Florida 34104.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

- (1) QUALIFIED PERSONNEL:** The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.
- (2) CONSULTANT'S PROJECT DIRECTOR:** The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.
- (3) REMOVAL OF PERSONNEL:** Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.
- (4) SUB-CONSULTANT:** The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- (5) SUB-CONTRACTOR:** The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) **RESPONSIBILITY TO CORRECT:** The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.
- (2) **TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY:** Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS: The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

- (1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.
- (2) **TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL:** At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

- (1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

- (2) **NOT-TO-EXCEED FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:
- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
 - For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
 - For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
 - Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
 - The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
 - When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
 - If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

- (1) **MONTHLY STATEMENTS:** The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.
- (2) **PAYMENT FOR SERVICES PERFORMED:** The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:
- (A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or

Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

- (2) **PAYMENT SCHEDULE:** The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should

the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned

or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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 THE PUBLIC RECORDS AT (239) 765-0202, MICHELLE@FMBGOV.COM , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated March 16, 2020.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated March 16, 2020.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated March 16, 2020.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated March 16, 2020.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated March 16, 2020.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated March 16, 2020.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated March 16, 2020.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated March 16, 2020.
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated March 16, 2020.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated March 16, 2020.

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

Turrell, Hall & Associates, Inc.
(Consultant's Business Name)

3584 Exchange Avenue
(Street/ P.O. Box)

Naples
(City)

FL
(State)

34104
(Zip Code)

Telephone Number: **239-643-0166**

Fax Number:

ATTENTION: **Jordan Rice**
Project Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

ATTEST:

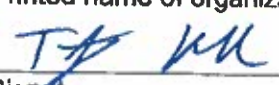
By: 
Roger T. Hemstadt, Town Manager

By: _____
Michelle Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: 
Town Attorney

PROVIDER: **TURRELL, HALL & ASSOCIATES, INC.**
Printed name of organization

BY: 
Signature

TIMOTHY HALL
Printed name of person signing

Vice President
Title (printed)


Witness Signature
JOSHUA W. MAXWELL
Printed name of Witness

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use and building code provisions, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Environmental Assessments.*

* Contamination assessment and radiation projects are not included within this Scope of Work, and if needed, would be bid separately at a later time.

Marine Engineering

Requires engineering expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of marine design.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: March 16, 2020

Ongoing Miscellaneous Professional Services RFQ-20-06-AD

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-In-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

EXHIBIT "B"
Turrell, Hall & Associates, Inc.
FEE SCHEDULE

Principal / Professional Engineer	\$225.00 / hr.
Chief Engineer/ Professional Engineer	\$150.00 / hr.
Senior Staff Engineer	\$125.00 / hr.
Staff Engineer	\$95.00 / hr.
Project Manager	\$125.00 / hr.
Senior Biologist/Ecologist	\$175.00 / hr.
Compliance Senior Biologist	\$125.00 / hr.
Staff Biologist I	\$125.00 / hr.
Staff Biologist II	\$95.00 / hr.
Marine Biologist	\$125.00 / hr.
Staff Marine Biologist	\$ 85.00 / hr.
Senior Marine Consultant	\$150.00/ hr.
Marine Construction Manager	\$150.00 / hr.
Senior AutoCAD Technician/GIS	\$ 85.00 / hr.
AutoCAD Technician II	\$ 75.00 / hr.
Research Coordinator	\$ 75.00 / hr.
Technical Coordinator	\$ 65.00 / hr.
Field Tech	\$ 65.00 / hr.
Administrative Assistant	\$ 65.00 / hr.
Expert Witness / Engineer	\$325.00 / hr.
Expert Witness / Biologist	\$325.00 / hr.
Sub-consultants	Cost + 10%
Aircraft	\$275.00 / hr.
Seacraft Boat	\$45.00 / hr.
Gheenoe/Panga	\$20.00 / hr.
4-Wheeler	\$100.00/day
Mileage	Current IRS Rate

<u>Description</u>	<u>Unit Price</u>
8 ½ X 11 Color Copies	\$0.50
8 ½ X 14 Color Copies	\$0.90
11 x 17 Color Copies	\$1.20
24 X 36 Plot	\$1.50
24 X 36 Aerial Plot	\$25 each
24 X 36 Photo Paper Plot	\$45 each

Other Items as billed by our Vendors:

Conference Calling
Postage
Courier Service
Overnight Deliveries

Rev. 12/2019

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: **Turrell, Hall & Associates, Inc.**

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

**ATTACHMENT NO. 2 TO EXHIBIT B
PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD**

Date: March 16, 2020

CONSULTANT NAME: Turrell, Hall & Associates, Inc.

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

This EXHIBIT "C" establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

**EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD**

Date: March 16, 2020

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

Date: March 16, 2020

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements. The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

BY:

Timothy Hall

TITLE:

VICE PRESIDENT

The foregoing instrument was acknowledged before me this 16th day of April, 20 20, by Tim Hall, by means of (X) physical presence or () online notarization, personally appeared before me and (X) is personally known to me or () who has produced _____, as identification.

Jordan Lee Rice

Notary Public Signature

Jordan Lee Rice

Printed Name of Notary Public

GG 947550 / January 15, 2024

Notary Commission Number/Expiration



EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS: **Ongoing Miscellaneous Professional Services** **RFQ-20-06-AD**

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such Insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The Insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

NONE

Service and/or work to be
Provided and/or Performed

Indicate Name of
Individual or Firm

(If none, enter the word "none" in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the Insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be accepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of \$1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-20-06-AD**

Date: March 16, 2020

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.____ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to TOWN OF FORT MYERS BEACH
(print name of public entity)
- by TIMOTHY HALL, VICE PRESIDENT
(print individual's name and title)
- for TURRELL, HALL & ASSOCIATES, INC
(print name of entity submitting sworn statement)
- whose business address is 3584 EXCHANGE AVE
NAPLES, FL 34104

and (if applicable) its Federal Employer Identification Number (FEIN) is 660235211
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. I understand that a "person" as defined in Paragraph 287.133 (1) (c), 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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.

TJ Hall

(Signature)

Sworn to and subscribed before me this

16th day of April, 2020

Personally known ✓

OR Produced Identification _____

Notary Public – State of FL

My Commission expires 01/15/2024

(Type of Identification)

Jordan Lee Rice

(Printed typed or stamped commissioned name of notary public)

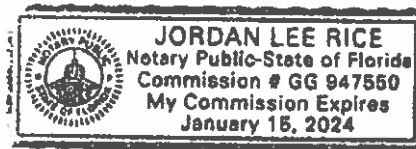


EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name:

TURRELL, HALL & ASSOCIATES INC.

TH

(Signature)

VICE PRESIDENT

(Title)

09/16/2020

(Date)

The foregoing instrument was acknowledged before me this 16 day of April, 20 20, by Tim Hall, by means of ☒ physical presence or () online notarization, personally appeared before me and ☒ is personally known to me or () who has produced _____, as identification.

Jordan Lee Rice

Notary Public Signature

Jordan Lee Rice

Printed Name of Notary Public

GG947550 / January 15, 2024

Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-17-19-AD**

I, the undersigned, Timothy Hall, am an employee of Turrell, Hall & Associates, Inc., the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Signature 

Date 04/16/2020

1. **Requested Motion:**

Meeting Date: January 23, 2023

Authorize Town Manager to execute the second amendment to the Tidal Basin agreement for an additional 30 days.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. Second Amendment to Tidal Basin Agreement for Disaster Recovery Services(141000102.1)-C
2. Tidal Basin Agreement for Disaster Recovery Services

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Yadzia Roa, Deputy Town Clerk/Contracts Manager
Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/17/2023
Approved - 1/17/2023
Approved - 1/18/2023
Approved - 1/19/2023
Final Approval - 1/19/2023

SECOND AMENDMENT TO AGREEMENT BETWEEN

TOWN OF FORT MYERS BEACH

AND

TIDAL BASIN GOVERNMENT CONSULTING, LLC

THIS SECOND AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this ____ day of January __, 2023 by and between the Town of Fort Myers Beach (“Town”), and Tidal Basin Government Consulting, LLC (“Contractor”).

WITNESSETH:

WHEREAS, on _____, 2023, the Town and Contractor entered into an Agreement (“Agreement”) for Contractor to provide a claim development and administration management program under Federal and State Disaster Programs in response to Hurricane Ian (“Services”). A copy of the Agreement is attached hereto as Exhibit “A” and made a part hereof by this reference; and

WHEREAS, the parties desire to extend the term of the Agreement to allow Contractor to continue and complete the Services as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the Contractor agree to the following amendments to the Agreement as follows:¹

1. Section 1 of the Agreement – Term & Applicability. The term of this Agreement shall commence on ~~December 22, 2022, and end on January 23, 2023~~ January 23, 2023 and end on February 22, 2023. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the “Work”) unless both parties agree in writing that the terms and conditions hereof shall not apply unless earlier terminated as provided for in Section 15 “Termination”
2. Section 6 of the Agreement – Fess for Services. The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant’s rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party. The total not-to-exceed will be ~~\$150,000.00~~ \$225,000.00.

1/ Additions to existing text are shown by underline, and deletions are shown as ~~strikethrough~~.
141000102.1

3. Remaining Provisions of the Agreement. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and Firm have executed this Second Amendment this ____ day of January 2023.

CONTRACTOR:

TOWN OF FORT MYERS BEACH:

By: _____
Its: _____

Keith Wilkins, Interim Town Manager

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

This **Professional Services Agreement** ("Agreement") is dated November 22, 2022, by and between **Tidal Basin Government Consulting, LLC** ("Consultant" or "Contractor"), with offices at **126 Business Park Drive, Utica, NY**, and the undersigned the **Town of Fort Myers Beach** (referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall be for up to thirty (30) days from the date of full execution hereof. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply unless earlier terminated as provided for in Section 15 "Termination".

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with Exhibit A attached hereto. Consultant and Client will agree to specific services to be provided via the issuance of a written Task Order executed by both parties.

3. INDEPENDENT CONTRACTOR

The parties intend and agree that Consultant and any subcontractor ("personnel") hired by Consultant are independent contractors and not employees or agents of the Client. Subject to the terms and conditions of this Agreement, Consultant alone will control the manner and means by which the Work is performed, and the Services are provided to the Client. As neither Consultant nor its personnel hired are the Client's employees, the Client will not take any action or provide Consultant or its personnel with any benefits or commitments, including, without limitation, withholding of FICA (social security) from Consultant's payments; making state or federal unemployment insurance contributions on behalf of Consultant or its personnel; withholding of state and federal income tax from payments to Consultant; making disability insurance contributions on behalf of Consultant or its personnel; and obtaining worker's compensation insurance on behalf of Consultant or its personnel.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party. The total not-to-exceed will be \$150,000.00.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the billing rates attached as Exhibit B, and all reasonable expenses directly related to services. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, Client shall pay the undisputed portion. Client shall notify Consultant in writing, within ten (10) days of receipt of the invoice of any exceptions taken. If Consultant and Client do not reach resolve any payment dispute within sixty (60) days of receipt of invoice, the matter will be resolved in accordance with the disputes provisions of this Agreement. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on any unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. Client's failure to pay undisputed invoiced amounts within sixty (60) days after receipt of invoice shall constitute a material breach of this Agreement. Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

8. INDEMNITY

To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Client by reason of or in connection with Consultant's performance of the Scope of Services under this Agreement; provided, however, that Consultant shall not, and shall not be obligated to, indemnify, defend or hold harmless Client from or against any loss to the extent the loss arises from or is related to the Client's actions or inactions, including negligence and willful misconduct. Upon notice from Client of any action or proceeding subject to the indemnification in this section, Consultant agrees to defend the Client in the action or proceeding, subject to a reservation of rights.

To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant and its directors, officers, shareholders, employees and sub-consultants (each an 'Indemnified Party') from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Indemnified Party by reason of or in connection with the appointment of Consultant to perform the Scope of Services under this Agreement; provided, however, that Client shall not, and shall not be obligated to, indemnify, defend or hold harmless any Indemnified Party from or against any loss to the extent the loss arises from the negligence or willful misconduct of the Indemnified Party. Upon notice from any Indemnified Party of any action or proceeding subject to the indemnification in this section, Client agrees to defend the Indemnified Party in the action or proceeding, subject to a reservation of rights.

9. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation: Statutory; Blanket waiver of subrogation should be included; if it is not, carrier to endorse policy to name TBGC LLC under coverage

Commercial General Liability: \$1,000,000 per occurrence
\$2,000,000 aggregate

Comprehensive General Automobile: \$1,000,000 combined single limit, including hired and non-owned coverages

Professional Liability: \$1,000,000 per occurrence

\$3,000,000 aggregate

Umbrella/Excess Liability \$5,000,000

Description: Certificate holder is additional insured on a primary non-contributory basis. Waiver of subrogation applies. Umbrella/excess liability is written on a follow form coverage.

10. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

11. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement.

12. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

13. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

14. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

15. TERMINATION

A. Termination for Convenience. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus all costs arising from or related to the termination.

B. Termination for Default. If either party breaches or defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. Upon mutual agreement of the parties, disputes shall be resolved through mediation by a professional mediator. If either party objects to mediation, or if mediation does not resolve any dispute or that arises under this Agreement, within ninety (90) days after either party requests mediation, the dispute or conflict shall be resolved through arbitration. Mediation and arbitration under this section shall be governed by the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures.

17. COOPERATIVE PURCHASING

It is the intent of Client to allow other governments and other governmental agencies utilize this contract by entering into a Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to Client in writing for acceptance and approval as the originator of the contract.

18. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

19. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	Town of Fort Myers Beach
Attention:	
Address:	2525 Estero Boulevard
	Fort Myers Beach, FL 33931
Consultant:	Tidal Basin Government Consulting,
	LLC
Attention:	William Slater
Address:	126 Business Park Drive
	Utica, NY 13502

With a copy via email to:

Daylen Docampo Perez, Esq. at
ddocampoperez@tidalbasin.rphc.com

Maria E. Suppa, CPA CFF at
MSuppa@rphc.com

20. NO THIRD-PARTY BENEFICIARY

Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant towards any person who is not a party to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. It is expressly understood and agreed that the enforcement of these items and conditions shall be reserved to Client and the Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. IT IS THE EXPRESS INTENT OF THE PARTIES THAT ANY SUCH PERSON OR ENTITY, OTHER THAN CLIENT AND THE CONSULTANT, RECEIVING SERVICES OR BENEFITS UNDER THIS

AGREEMENT SHALL BE DEEMED AN INCIDENTAL BENEFICIARY.

21. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida and the body of federal procurement law, as applicable.

D. Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of the contract. Client shall have access to records, documents and information collected and/or maintained by Consultant in the course of the administration of the Agreement. Upon reasonable notice, and at reasonable times, Consultant shall make this information accessible to Client at Consultant's place of business for purposes of inspection, reproduction and audit.

E. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

F. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

G. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

H. Any failure to enforce performance of any provision of this Agreement by any party will not constitute a waiver of its right to subsequently enforce such provision or any other provision. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

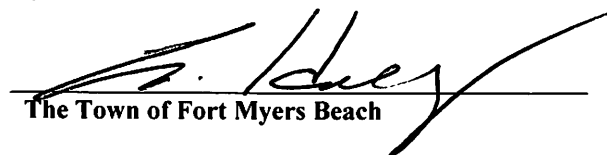
I. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. All pronouns shall be interpreted to refer to gender neutrally. The term

"including" shall be deemed to mean "including but not limited to."

J. This Agreement is in compliance with current federal contracting requirements as outlined within 2 C.F.R. § 200.326 and 2 C.F.R. Part 200 and as stated within Appendix 1 "2 C.F.R. § 200.326 Required Clauses" if applicable.

[This space was left intentionally blank. Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.


The Town of Fort Myers Beach

Digitally signed by William J. Slater
Date: 2022.12.06 13:06:17
-06'00'
William J. Slater
Tidal Basin Government Consulting, LLC

By: Chris Holley
As its: Town Manager
Date: 12/5/2022

By: William J Slater
As its: Vice President
Date: December 06, 2022

SCHEDULE A – “Scope of Work”

SCOPE OF SERVICES

Tidal Basin will assist the Town of Fort Myers Beach in managing the claim development and administration under Federal and State Disaster Programs, and any proceeding disasters during the term of this contract. Such Federal Programs may include but are not limited to: FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, Federal Transit Administration, and Small Business Administration. Examples of Disaster Recovery services that may be required, include:

I. FEMA Public Assistance Advisory Services

1. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client
3. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
5. Provide technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.
6. Help assess damage to public infrastructure components, transportation systems, and facilities, as needed.
7. Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
8. Review for all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDD's") and a project's Scope of Work ("SOW").
10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
11. Evaluate alternate and/or improved projects.
12. Review Project Worksheets to determine final eligible costs and third-party refunds and reimbursements.
13. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.

14. Prepare first and second appeals, as requested.
15. Monitor reconstruction efforts, actual versus PW scope of repair, and progress payments.
16. Perform PW closeouts.
17. Prepare appeals and arbitration, as required.
18. Respond to audit findings, as required.

II. FEMA 404 and 406 Hazard Mitigation Expertise

1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

III. Financial and Grant Management Support

1. Advise on FEMA's rules, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare documentation for audit.
5. Meet as necessary with City/Client/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to Federal and State regulations.
6. Prepare reports for the State and FEMA, as needed.
7. Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
8. Categorize, record, track and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, County, Client, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

SCHEDULE B – “Fee Structure”

Pricing	
Position	Hourly Rate
Project Manager	\$195
Consultant	\$165
Technical Specialist	\$155
PA Specialist	\$165
Admin	\$65

Travel expenses will be billed to the client at cost, without mark-up.

Appendix 1

2 C.F.R. § 200.326 and 2 CFR Part 200, Appendix II, Required Contract Clauses [If applicable]

I. During the performance of this Agreement and any subsequent Task Order, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Compliance with the 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 (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

III. Clean Air Act

- (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.
- (2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the 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.

IV. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
- (2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the 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.

V. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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 Client. 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 Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VI. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

VII. Procurement of Recovered Materials

(1) 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—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

VIII. Access to Records

- (1) The contractor agrees to provide to Client, 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 his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

IX. 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.

X. Compliance with Federal Law, Regulations, Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XI. 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.

XII. Program Fraud and False or Fraudulent Statements or 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 this contract.

Appendix 2

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

William J.

Slater

Tidal Basin Government Consulting, LLC

Digitally signed by

William J. Slater

Date: 2022.12.06

13:26:09 -0500

By: _____
As its: _____
Date: _____