



**VILLAGE OF INDIANTOWN
AGENDA
REGULAR VILLAGE COUNCIL MEETING**

August 23, 2018
6:30 PM
at the INDIANTOWN CIVIC CENTER
15675 SW Osceola Street, Indiantown, FL 34956

VILLAGE COUNCIL
SUSAN GIBBS THOMAS, MAYOR
GUYTON STONE, VICE MAYOR
JACKIE GARY CLARKE
ANTHONY D. DOWLING
JANET HERNÁNDEZ

ADMINISTRATION
TERESA LAMAR-SARNO, VILLAGE MANAGER
WADE C. VOSE, VILLAGE ATTORNEY
CHERIE WHITE, VILLAGE CLERK

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Indiantown. Civility is practiced at all Village meetings.

Special Needs: If anyone attending this meeting requires a special accommodation, please contact Cheryl White, Village Clerk, by telephone at (772) 597-9900 or by email at cwhite@indiantown.org. If you are hearing impaired, please contact the Florida Relay Service, Dial 711, or call 800-682-8706 (English); 800-682-8786 (Espanol); 800-855-2886 (TTY).

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Village Council.

Appeal of Decision: If a person decides to appeal any decision made by the Village Council with

respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Village Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Village Council Member, or by any member of the public desiring it to be heard, without a motion.

ROLL CALL

INVOCATION

1. Senior Pastor Wanda Grooms.

PLEDGE OF ALLEGIANCE

:

PUBLIC COMMENT

*-The public is invited to comment for up to 3 minutes **on any item not on the Agenda**. Questions are typically deferred to staff, and if civility is not practiced, the Mayor may rule the person out of order, and may require the person be removed from the meeting.*

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMENTS BY VILLAGE MANAGER

APPROVAL OF AGENDA

-A motion is adopted to approve the Agenda as it appears, or as modified by motion of the village council.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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CONSENT CALENDAR

2. Village Council Minutes Regular Meeting August 9, 2018.
3. CORRECT SCRIVENER'S ERROR TO COMPREHENSIVE PLAN SCOPE OF SERVICES
4. RESOLUTION No. 036-2018; APPROVAL OF CONTRACT WITH DRC EMERGENCY SERVICES, LLC, FOR DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES, PIGGY-BACKING ON THE SOLID WASTE AUTHORITY'S AGREEMENT NO. 17-204E; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.
5. RESOLUTION No. 037-2018; APPROVAL OF CONTRACT WITH CROWDERGULF JOINT VENTURE, INC., FOR DISASTER DEBRIS

REMOVAL, REDUCTION AND DISPOSAL SERVICES, PIGGY-BACKING ON THE SOLID WASTE AUTHORITY'S AGREEMENT NO. 17-204C WITH CROWDERGULF JOINT VENTURE, INC.

6. RESOLUTION No. 038-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN AMENDING AND READOPTING RULES OF PROCEDURE FOR THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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REGULAR AGENDA

7. Indiantown Community Trust Fund program: Application and application process, Indiantown Community Trust Fund Assistance Program Description and Contract.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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8. COMPREHENSIVE PLAN: PUBLIC INVOLVEMENT PLAN (PIP)

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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9. RESOLUTION No. 034-2018 APPROVING A VILLAGE ATTORNEY CONTRACT WITH WADE C. VOSE OF THE VOSE LAW FIRM, LLP; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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DISCUSSION ITEMS

10. DETERMINE LOCAL PLANNING AGENCY SCHEDULE; AND AMEND LAND DEVELOPMENT CODE TO PROVIDE FOR VILLAGE LOCAL PLANNING AGENCY

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Motion:	Second:	Discussion by Council:	Public Comment	Vote:
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11. DISCUSSION CONCERNING A POSSIBLE DECLARATION OF
LOCAL EMERGENCY CREATED BY BLUE GREEN ALGAE

ANNOUNCEMENTS

NEXT REGULAR MEETING

ADJOURNMENT

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: August 23, 2018

MEETING TYPE:

AGENDA ITEM TITLE: Senior Pastor Wanda Grooms.

SUMMARY OF ITEM:

RECOMMENDATION:

PREPARED BY: Cherie White DATE: 8/2/2018

REVIEWED BY: DATE:

APPROVED BY: DATE:

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: August 23, 2018

MEETING TYPE: Regular Agenda

AGENDA ITEM TITLE: Village Council Minutes Regular Meeting August 9, 2018.

SUMMARY OF ITEM:

RECOMMENDATION: Approve Minutes

PREPARED BY: Cherie White DATE: 8/16/2018

REVIEWED BY: P. Nicoletti DATE: 8/16/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 8/16/2018

ATTACHMENTS:

Description

August 9, 2018 Minutes



**VILLAGE OF INDIANTOWN
VILLAGE COUNCIL MEETING
August 9, 2018
MINUTES**

ROLL CALL

Cherie White, Village Clerk

PRESENT

Council Member Clarke, Council Member Hernández, Mayor Gibbs Thomas, Vice Mayor Stone, Village Manager Teresa Lamar-Sarno and Village Attorney Paul Nicoletti

ABSENT

Council Member Dowling

INVOCATION Minister Jana Tate

PLEDGE OF ALLEGIANCE Mayor Gibbs Thomas led the council in the pledge of allegiance.

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

COMMENTS BY VILLAGE COUNCIL MEMBERS

Councilmember Clarke announced the upcoming back to school bash hosted at the Boys and Girls Club for the children of the Village of Indiantown. The event will take place on Saturday August 11, 2018 from 10:00 am to 12: 00pm.

Councilwomen Hernández suggested to the Village Manager that the Village host an Open House to the community in English and Spanish on October 4, 2018 from 6:00-8:00 P.M. To showcase the Village services.

Vice Mayor Stone suggested to the Village Manager that the Village investigate updating the Village website. He also asked staff to work on Code Enforcement in the Village. He also

suggested the Village look at a business educational program, to help educate business owners in the Village.

Mayor Thomas announced that on Tuesday, August 14, 2018, from 6:00 p.m.- 8:00 p.m. Congressman Brian Mast will be holding a Community Conversation event at ITS Fiber. The public is invited to attend the event, and RSVP is suggested, please contact the office at 772-597-3383. She also stated she was pleased at the Candidate Meet and Greet at the Seminole Inn. She reminded everyone that school starts back Monday August 13, 2018 and to be very careful while driving. She asked everyone to watch out for school children and flashing lights for school buses.

Mayor Thomas reminded the public to turn in their speaker forms before the beginning, to provide for smooth and efficient meetings. She announced that there is a new regulation regarding the sale and harvesting of Saw Palmetto Berries and encouraged the public to visit the Village Offices where the information is available in English and in Spanish.

She recommended to the Council and asked that the agenda be amended to have the public comments portion of the agenda come before the Comments by Village Council Members.

Motion: Approve to amend the agenda to have the Public Comment section of the agenda before Comments by Village Council Members.

Moved by Vice Mayor Stone, seconded by Council Member Hernández.

Kelsey Roberts came forward and asked to clarify for the record if the public has a chance to comment after the Council Comments.

The Village Attorney explained that yes, if it is on an agenda item the public can comment after comments by the Village Council Comments.

Approved 4/0, Council Member Dowling absent

Motion: Approve to amend the agenda to have the Village Council Comment section of the agenda to the end of the agenda.

Moved by Vice Mayor Stone, the motion died for a lack of a second.

COMMENTS BY VILLAGE MANAGER

Village Manager Lamar-Sarno announced that Councilman Dowling apologized for his absence tonight, and that he is attending a church conference, and notified her last week of his absence. She announced that this Sunday there will be a community cleanup at 10:00 am, meeting at the Civic Center, and encouraged participation of the public and community leaders. She said she will work toward updating the Village website, as well as a hosting a Village of Indiantown Open House for the Public. She stated that tonight's agenda includes some legislation as it relates to Code Enforcement regulations in the Village and welcomes public comments. She also said she looks forward to working on bring back information for a business education program for Indiantown.

She announced that an addendum has been added to the Consent Calendar as item 2a. She introduced to the council and public the Village Building Official Kevin Hempel with GFA International.

Mr. Hempel came forward and introduced himself, he stated he was very happy to be working for the Village of Indiantown and wants to provide the fastest and most efficient courteous and prompt permitting process service to the Village residence and businesses.

APPROVAL OF AGENDA

Motion: Approve the Agenda as amended adding addendum item 2a.
Moved by Vice Mayor Stone, seconded by Council Member Clarke.
Approved 4/0, Council Member Dowling absent

PUBLIC COMMENT

Marjorie Beary came forward and encouraged the council to continue to hold more public workshops and accept more public input before the Treasure Coast Regional Planning Council and the Village finalize its Vision and Mission Statement.

Ashley Roberts came forward to address the hiring standards of the Village and was unhappy that she was not chosen as the Assistant to the Village Clerk.

CONSENT CALENDAR

2. Minutes of Village Council Budget Workshop and Regular Meeting July 26, 2018.

2a. Resolution No. 033-2018; Amending and Expanding the Line of Credit with CenterState Bank, NA to \$1 Million

Motion: Approve the Consent Calendar adding addendum item 2a.
Moved by Council Member Hernández, seconded by Council Member Clarke.
Approved 4/0, Council Member Dowling absent

FIRST READING ORDINANCES

3. ORDINANCE NO. 008 (2018) AN ORDINANCE OF THE VILLAGE OF August 9, 2018 INDIANTOWN, FLORIDA, ADOPTING A CODE ENFORCEMENT PROCEDURE FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Village Manager Lamar-Sarno gave a brief visual presentation to the public and council on the procedures the Village will be taking to implement Code Enforcement in the Village, beginning October 1, 2018.

Village Attorney Nicoletti described the procedures as to how the code enforcement process works, with the goal of compliance in the end.

Motion: Approve of Ordinance 008-2018 on First Reading
Moved by Vice Mayor Stone, seconded by Council Member Clarke.

Thelma Waters came forward and expressed concern over the absence of Councilman Dowling. She and stated she looks forward to the implementation of Code Enforcement in Indiantown. She stated that she thinks the Village may need to look at hiring a full time Code Officer to address the many violations currently in the Village.

Approved 4/0, Council Member Dowling absent

4. ORDINANCE NO. 009 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, PROHIBITING CERTAIN NUISANCES, INCLUDING OVERGROWTH OF LOTS AND SANITARY CONDITIONS AND PROVIDING ALTERNATIVE NUISANCES, INCLUDING OVERGROWTH OF LOTS, AND UNSANITARY CONDITIONS, AND PROVIDING ALTERNATIVE ENFORCEMENT PROCEDURES FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Village Attorney Nicoletti gave a brief explanation of the proposed Ordinance 009-2018.

Motion: Approve Ordinance 009-2018 on First Reading
Moved by Vice Mayor Stone, seconded by Council Member Hernández
Approved 4/0, Council Member Dowling absent

SECOND READING ORDINANCES

5. ORDINANCE No. 005 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A NEW LOCALCOMMUNICATION SERVICES TAX RATE; PROVIDINGFOR THE ADOPTION OF A NEW LOCALCOMMUNICATION SERVICES TAX RATE; PROVIDINGFOR ADJUSTMENT OF TAX RATE FOR PERMIT FEES; PROVIDING FOR NOTICE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion: Approve Ordinance 005-2018 on Second Reading
Moved by Council Member Hernández, seconded by Council Member Clarke
Approved 4/0, Council Member Dowling absent

6. ORDINANCE NO. 006 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING A "ZONING IN PROGRESS" PROCEDURE FOR THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Village Attorney Nicoletti gave a brief overview as to the purpose of the passing of the Ordinance.

Motion: Approve Ordinance 006-2018 on Second Reading
Moved by Council Member Clarke, seconded by Council Member Hernández

Scott Watson came forward and stated he was not in support of the proposed Ordinance as presented.

Approved 4/0, Council Member Dowling absent

7. ORDINANCE NO. 007 (2018) AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, ADOPTING AN ADMINISTRATIVE VARIANCE PROCEDURE FOR THE GROWTH MANAGEMENT CODE OF THE VILLAGE OF INDIANTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion: Approve Ordinance 007-2018 on Second Reading
Moved by Vice Mayor Stone, seconded by Council Member Clarke
Approved 4/0, Council Member Dowling absent

DISCUSSION ITEMS

ANNOUNCEMENTS:

Mayor Thomas Announced the following meetings:

August 14, 2018 at 4:00 p.m. Special Village Council Meeting for the selection of the Village Attorney.

August 23, 2018 at 5:00 p.m. Special Village Council Meeting to finalize the Vision Mission and Village Strategic Priorities for Indiantown.

ADJOURNMENT 8:45 p.m.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
DEPUTY VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

APPROVED ON: August 23, 2018

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: August 23, 2018

MEETING TYPE: Bonnie Landry

AGENDA ITEM TITLE: CORRECT SCRIVENER'S ERROR TO COMPREHENSIVE PLAN
SCOPE OF SERVICES

SUMMARY OF ITEM: On June 14, 2018, the Village Council approved a Contract with Bonnie C. Landry and Associates, P.A. to provide General Planning Services which included a fee schedule and a scope of services to prepare the Comprehensive Plan for the Village of Indiantown and a Finding of Necessity to establish the Indiantown Community Redevelopment Agency.

Two errors were found in "Exhibit B" of the contract, the scope of services for the Comprehensive Plan. Specifically, on page 2 of the original contract, the estimated fee for the Future Land Use Element Data & Analysis was listed as "\$900". The correct amount should have read "\$9,000". There was also a line item missing for Transportation Data and Analysis (Traffic safety, circulation, Level Of Service) Memo. With these two changes, the total **project cost for each Fiscal Year has not changed**. The project timeline has been updated to reflect new dates for the deliverables on page 1. These changes to the deliverables schedule do not affect the original projected completion date of the Comprehensive Plan, November 2019.

RECOMMENDATION: Adopt a Motion to correct the Scrivener's errors to "Exhibit B".

PREPARED BY: Bonnie Landry DATE: 8/15/2018

REVIEWED BY: P. Nicoletti DATE: 8/17/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 8/17/2018

ATTACHMENTS:

Description

Exhibit B Comprehensive Plan Scope of Services

"Exhibit B"

Task	Timeline	Deliverable	Comments	Estimated hours - Not to Exceed
Approve Contract and Scope of Services	July 12, 2018	Signed Contract		
Comprehensive Plan Review Committee	June 1-September 30 (Total of 4 meetings at flat rate of \$300 each)	Sign in Sheets; Agenda and Meeting Summary		\$1,200
Have CPR Approve PIP Outline	June 15	Sign in Sheets; Agenda and Meeting Summary	Provide an outline of strategies for involving the public in Comp Plan Process	4 - \$600
Public Involvement Plan	August 10	Public Involvement Plan	Provide a variety of innovative ways to engage the public	16 - \$2,500
Develop and publish project web page	August 31	Launch Project Web Page	This will be updated on a regular basis	8 - \$1,500
Population, demographics and methodology	August 17-September 15, 2018	Memo with population estimates	Includes year-round and seasonal resident data	120 - \$19,000
Gather input from Council for broad themes and issues	September 13	Council Agenda Item and Minutes	Opportunity for input from the Council on the project; (Develop list of policy and approach.)	2 - \$350
General Policy list that evolves as the project progresses	September 27	Policy Outline based upon input from the Council	List of key desires of the Council and the Committee that will guide the process	4 - \$700

Task	Timeline	Deliverable	Comments	Estimated hours - Not to Exceed
Data & Analysis				
Future Land Use Element	September 30, 2018	Data & Analysis memo		\$9,000
Transportation Element	September 30, 2018	Data & Analysis (Inventory) memo		25 - \$4,000
Subtotal FY2018				\$38,850
Comprehensive Plan Review Committee	October through December (Total of 3 meetings at flat rate of \$300 each)	Sign in Sheets; Agenda and Meeting Summary		\$900
Housing Element	October 31, 2018	Data & Analysis memo		25 - \$4,000
Infrastructure Element	October 31, 2018	Data & Analysis memo		30 - \$4,800
Conservation Element	November 30, 2018	Data & Analysis memo		20 - \$3,500
Transportation Element	November 30, 2018	Data & Analysis (Traffic safety, circulation, LOS) memo		\$10,200
Recreation and Open Space Element	November 30, 2018	Data & Analysis memo		12 - \$2,000
Intergovernmental Coordination Element	November 30, 2018	Data & Analysis memo		12 - \$2,000
Capital Improvements Element	November 30, 2018	Data & Analysis memo		8 - \$2,000

Public Outreach				
Community Vision Workshop(s) {1-3 locations} sessions Topic 1 – Project Overview	December 2018		Kickoff broad themes (Strengths, Weaknesses)	25-\$5,500
Community Vision Workshop(s) {1location} Topic 2 - Land Use	January 2019		General themes for GOP Future Land Use	25-\$5,500
Community Vision Workshop(s) {1-locations} Topic 3 - Housing	January 2019		Intergovernmental and Interagency Coordination; CIP and Infrastructure	25-\$5,500

Community Vision Workshop(s) {1-3 locations} Topic 4	February 2019		Housing and Transportation	25-\$5,500
Draft Comprehensive Plan 1 st Draft	March 31, 2019	Draft Comprehensive Plan and Maps	Village Manager review and recommendations	80 - \$12,500
Community Workshop(s) for Draft Document	April, 2019		May require 2 workshops	25 - \$7,500*
LPA Workshops (2)	May 2019			50 - \$10,000
Village Council Workshop	May 2019			25 - \$5,500
LPA (Transmittal) Hearing	June 2019	Comprehensive Plan 2 nd Draft		25 - \$5,500
Village Council Transmittal Hearing	July 16, 2019			25 - \$5,500
Transmittal to DEO	July 30, 2019		Within 10 working days	5 - \$600
DEO Comments	August 29, 2019		Within 30 days (monitor)	3- \$500
Prepare Responses to DEO	September 25, 2019			20 - \$3,500
Village Council Adoption Hearing	September 26, 2019		Within 180 days from the receipt of comments	25 - \$5,500
Subtotal FY2019				\$108,000

Transmit Adopted Plan	October 10, 2019		10 working days from the hearing	3- \$500
DEO deems package complete	October 18, 2019		5 working days of submittal	
Village of Indiantown Comprehensive Plan Effective Date	November 18, 2019		1 day after the challenge period (monitor)	3- \$500
Subtotal FY2010				\$1,000

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: August 23, 2018

MEETING TYPE: Consent Agenda

AGENDA ITEM TITLE: RESOLUTION No. 036-2018; APPROVAL OF CONTRACT WITH DRC EMERGENCY SERVICES, LLC, FOR DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES, PIGGY-BACKING ON THE SOLID WASTE AUTHORITY'S AGREEMENT NO. 17-204E; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

SUMMARY OF ITEM: This agenda item is a request to the Village Council for approval of a contract with DRC Emergency Services, LLC. (DRC) providing for as-needed Disaster Debris Removal, Reduction and Disposal Services, by piggybacking on the Solid Waste Authority of Palm Beach County's (SWA) Agreement No. 17-204E with DRC. On April 12, 2017, the Solid Waste Authority (SWA) Board approved and executed Agreement No. 17-204E with DRC Emergency Services, LLC for Hurricane/Disaster Debris Removal, Reduction and Disposal Services; please see attached Agreement No. 17-204E. SWA entered into this Agreement at conclusion of a competitive publicly advertised Request for Proposal, evaluation, and selection process. DRC was selected as one of six contractors for such disaster recovery services contract. Article 34 of the SWA Agreement authorizes other municipal governments to "piggyback" on their Agreement with DRC. Article 37-Escalation Clause of the SWA Agreement allows for an annual CPI adjustment of the unit costs. The SWA Agreement has an initial 5 year term from May 8, 2017 through May 7, 2022, with an option for the SWA Board to extend the Agreement one additional year.

This contract is for an "as needed basis" and in addition to the Crowder Gulf contract. By the Village having contract with two Debris Removal contractual services, it allows the Village to respond to debris removal quickly, if necessary.

The Village Manager has received approval from both SWA and DRC to piggyback from the SWA contract.

The Village currently is not responsible for the maintenance of the rights-of-way within the Village boundary, currently under Martin County's responsibilities. If the Village requires debris removal after a hurricane; it would be a decision of the Council.

At this time it is uncertain if FEMA will reimburse the Village if it initiates debris removal on Martin County rights-of-way. We are trying to clarify that issue. Nonetheless, this contract should be entered into as a precaution.

Staff recommends that we proceed with this contract in order to respond quickly to citizens requesting such services post storm and allows the Village to be

prepared if and when it takes over Martin County rights-of-way.

RECOMMENDATION: Approve Resolution No. 36-2018, as submitted.

PREPARED BY: Teresa Lamar-Sarno, Village Manager DATE: 8/15/2018

REVIEWED BY: P. Nicoletti DATE: 8/16/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 8/17/2018

ATTACHMENTS:

Description

Res 36-2018 Approval Contract DRC

DRC Contract w/ Village

DRC Contract

SWA email

CPA with DRC



RESOLUTION No. 036-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING A CONTRACT WITH DRC EMERGENCY SERVICES, LLC TO PROVIDE HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES TO THE VILLAGE OF INDIANTOWN; AUTHORIZING THE MAYOR TO EXECUTE THE REVISED CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO ADMINISTER AND EXPEND FUNDS ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indiantown became a new municipality on December 31, 2017, with the Village Council, having been duly elected, and conducting its first meeting on April 21, 2018; and

WHEREAS, the Village Council desires to take the precautionary measure of providing for debris removal, reduction and disposal services, in the event that the same may be needed due to a natural or manmade catastrophe; and

WHEREAS, the Village Manager has identified that certain contract for the required services by and between the Solid Waste Authority of Palm Beach County, and DRC Emergency Services, LLC, which allows for that contract to be used as an "offer" for the services, to wit:

Article 34 of the Agreement as follows:

The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. The above recitals are true and correct and incorporated herein.

RES. 036-2018 AWARDING A CONTRACT FOR DEBRIS REMOVAL, REDUCTION, AND DISPOSAL SERVICES

SECTION 2. The Village Council authorizes the Mayor to execute that certain Contract for Services, with DRC Emergency Services, LLC, a copy of which is attached hereto as Exhibit “A” and incorporated herein, as if set forth below.

SECTION 3. The Village Manager is hereby directed to administer the Contract and is also authorized to expend public funds pursuant to the Contract.

SECTION 4. This Resolution shall take effect immediately upon adoption.

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

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNÁNDEZ, COUNCIL MEMBER				

ADOPTED this 23rd day of August, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY



P.O Box 17017, Galveston, TX 77552
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

The Village of Indiantown, FL herein, represented by its duly authorized officer, has a desire to enter into a Cooperative Purchase Agreement for HURRICANE/DISASTER DEBRISREMOVAL, REDUCTION AND DISPOSAL under the same terms and conditions as the agreement between DRC Emergency Services, LLC and the Palm Beach County Solid Waste Authority contract, effective May 8, 2017, (attached hereto as Exhibit A) which contract resulted from a competitive proposal. The Village of Indiantown, FL has reviewed the contract and agrees to the terms and conditions and further agrees to the fairness and reasonableness of the pricing. DRC Emergency Services, LLC hereby agrees to provide such services to the Village of Indiantown, FL under the same price(s), terms, and conditions as the referenced contract between DRC Emergency Services, LLC and Palm Beach County Solid Waste Authority.

All references in the contract between DRC Emergency Services, LLC and Palm Beach County Solid Waste Authority shall be assumed to pertain to, and are binding upon DRC Emergency Services, LLC and the Village of Indiantown, FL. Except as provided below, this agreement is entered into at no cost to the Village of Indiantown, FL. The only cost associated with this contract are the agreed upon terms which only become active upon the Village of Indiantown, FL issuing a notice to proceed to DRC Emergency Services, LLC.

Agreed, accepted and consented to this, the last date shown hereunder.

DRC Emergency Services, LLC

Village of Indiantown, FL

Signature

Date

Signature

Date

Print Name

Print Name

Title

Title



AGREEMENT

FOR

**HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

DRC EMERGENCY SERVICES, LLC

AGREEMENT NO. 17-204E

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412**

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**HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL
AGREEMENT NO. 17-204E**

This Agreement is made and entered into as of May 5, 2017, by and between the **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **DRC Emergency Services, LLC** (hereinafter referred to as CONTRACTOR), an Alabama Limited Liability Company, whose Federal Employer Identification Number is 63-1283729.

Whereas, in accordance with the AUTHORITY'S Request for Proposal No. 17-204/SLB, solicited to employ the services of the CONTRACTOR for the purpose of providing Hurricane/Disaster Debris Removal, Reduction and Disposal; and,

Whereas, CONTRACTOR represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **May 8, 2017 through May 7, 2022**.

Term of Agreement shall be for a five (5) year period, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for one (1) additional one (1) year period at the same terms and conditions with approval from the AUTHORITY'S Governing Board. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties. The continuance of this Agreement from year to year is contingent upon successful annual recertification of the CONTRACTOR'S capabilities. The recertification process will be a review of the fiscal (bankruptcy, etc), logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the CONTRACTOR and a determination by the AUTHORITY, based on this review, of whether or not the CONTRACTOR continues to be a viable firm to provide the services described in this Contract.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as stated in the Scope of Work, Exhibit A, as may be specifically authorized by the AUTHORITY. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, completion date, and other pertinent details of the task being authorized. The AUTHORITY, by virtue of this Agreement, gives the CONTRACTOR no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this Agreement is in full force and effect.

ARTICLE 3 - COMPENSATION

- 3.1 AUTHORITY shall pay CONTRACTOR in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Agreement but to which the Fee Schedule cannot readily be applied.
- 3.2 CONTRACTOR shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy FEMA requirements.

- 3.3 Payment of CONTRACTOR by AUTHORITY is not contingent upon the AUTHORITY being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the AUTHORITY which is determined by Federal and State agencies to be ineligible for reimbursement.
- 3.4 Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:
- Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Accounts Payable, c/o Mary Schultz
- 3.5 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.
- 3.6 The AUTHORITY will retain 5% of the payment under each Task Order until such time as the entire project is completed to the AUTHORITY'S satisfaction and all sub-contractors and any material suppliers verify that they have been paid.

ARTICLE 4 - INSURANCE

- 4.1 During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.
1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
 2. **Automobile Liability** Insurance with bodily injury limits of not less than \$5,000,000 for each person and not less than \$5,000,000 for each accident and with property damage limits of not less than \$5,000,000 for each accident.
 3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.
 4. **Excess Liability** Insurance with limits of not less than \$10,000,000 for each occurrence and annual aggregate.
- 4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions said exclusions shall be so indicated on the certificate(s) of insurance.
- 4.3 CONTRACTOR shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY.
- 4.4 CONTRACTOR shall include AUTHORITY as an **additional insured** on the General Liability, Excess Liability, and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include AUTHORITY and CONTRACTOR as **additional insured** on their General Liability insurance policies.

4.5 In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.

4.6 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

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

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

7.3 The CONTRACTOR shall not pledge the AUTHORITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONTRACTING

- 10.1 The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this Agreement. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.
- 10.2 If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONTRACTOR that is available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

- 14.1 The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.
- 14.2 If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.
- 15.2 Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

- 16.1 Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 - NON-DISCRIMINATION

CONTRACTOR assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.2 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 25.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 25.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - PUBLIC RECORDS, ACCESS AND AUDITS

- 27.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended effective July 1, 2016.

27.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

**RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4210
RECORDS CUSTODIAN@SWA.ORG**

- 27.3 The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. The AUTHORITY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.
- 27.4 Notwithstanding anything herein to the contrary, the CONTRACTOR expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.
- 27.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONTRACTOR and the CONTRACTOR must provide the records or allow access to the records within a reasonable time. A CONTRACTOR who fails to provide the records to the public

agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.

27.6 Therefore, the CONTRACTOR is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the AUTHORITY, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When requested by the AUTHORITY, either during performance of the contract or after termination or completion of the contract, all records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY.

27.7 Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

27.8 CONSULTANT shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by 2 CFR 200.333. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit

27.9 In the event records retention requirements in Florida Statutes Chapter 119 and 257 exceed those of FEMA, the records shall be retained to comply with State of Florida requirements.

ARTICLE 28 – OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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ARTICLE 29 - NOTICE

- 29.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Mark Eyeington, Chief Operations Officer
Office No.: 561-640-4000 Ext. 4513 Fax No.: 561-640-3400 E-Mail: meyeington@swa.org

As To CONTRACTOR

DRC Emergency Services, LLC
6258 Marshall Foch
New Orleans, LA 70124

Attention: Kristy Fuentes, Vice President of Compliance and Administration
Office No.: 888-721-4372 Fax. No: 504-482-2852 E-Mail: Kfuentes@drcusa.com

- 29.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- 29.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **Mark Eyeington, Chief Operations Officer**, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 31 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Bryan Fike, Regional Manager (Florida)
500 S. Austrailian Ave., Suite 600
West Palm Beach, FL 33401

Office No.: 888-721-4372 Cell No.: 407-242-0116 Email: bfike@drcusa.com

ARTICLE 32 - SMALL BUSINESS ENTERPRISE (SBE)

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for small business participation in contracts and purchases. CONTRACTOR'S submitted Plan showing how he/she will assist the AUTHORITY in achieving this goal is incorporated into this Agreement as Exhibit C. The AUTHORITY will require periodic documentary proof, acceptable to the AUTHORITY, of the implementation, progress, and final outcome of the proposed Plan. Failure to implement the Plan, or achieve reasonable interim progress, or achieve the final goal reflected in the Plan, may be considered by the AUTHORITY as failure to perform a material provision of this Agreement.

ARTICLE 33 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any Agreement with the AUTHORITY, or performing any work in furtherance hereof, CONTRACTOR hereby certifies that CONTRACTOR and CONTRACTOR'S affiliates, suppliers, sub-contractors, consultants or agents of any type whatsoever who will perform hereunder, have not be placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this CONTRACTOR may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

ARTICLE 34 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- 34.1 The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.
- 34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

ARTICLE 35 - THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of this contract to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of being the successful CONTRACTOR, and no language in the contract should be construed or interpreted as creating a third party beneficiary.

ARTICLE 36 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the AUTHORITY.

ARTICLE 37 - ESCALATION CLAUSE

- 37.1 The AUTHORITY acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on the following formula of indices:
- 37.2 Fifty (50) percent of the price will be adjusted by the average monthly percentage change over the twelve (12) month period ending the May immediately preceding the date for which the price index adjustment is effective in the Consumer Price Index - Urban Wage Earners and Clerical Workers - U.S. City Average - Private Transportation (Series ID CWUR0000SAT 1, not seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

- 37.3 Fifty (50) percent of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU2000000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one year period ending the May immediately preceding the date for which the price index adjustment is effective.
- 37.4 In the event that either of these indices is no longer available the parties shall mutually agree to a replacement index. The value of the adjustment will be determined by the AUTHORITY.

ARTICLE 38 - ORDER OF AGREEMENT ACTIVATION / LOCATION ASSIGNMENT

The CONTRACTORS have entered into contingent Agreements with the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction and Disposal. The Agreements awarded will be activated on an as needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of the Selection Committee ranking, as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

ARTICLE 39 - TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Order shall be mutually agreed to by the CONTRACTOR and AUTHORITY. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by 11:00 a.m. or earlier the following morning.

ARTICLE 40 - BONDS

CONTRACTOR shall maintain a Proposal Bond in the sum of \$500,000. The CONTRACTOR'S Proposal Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate size bond as determined by the AUTHORITY after assessment of damage and definition of the CONTRACTOR'S scope of service. In case of hurricane caused damage, a Category I storm would require a \$2,000,000 Bond, a Category II would require a \$4,000,000 Bond, a Category III would require a \$6,000,000 Bond, a Category IV would require an \$8,000,000 Bond, and a Category V would require a \$10,000,000 Bond. The Bond required would be a Performance and Payment Bond, Exhibit I. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B. The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the AUTHORITY. If the CONTRACTOR fails to supply a Performance and Payment Bond, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. Pending successful annual CONTRACTOR re-certification, the Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.

ARTICLE 41 - BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in Exhibit H, which is attached hereto and incorporated by reference as part of this Agreement. CONTRACTOR shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, and FEMA, to the extent applicable.

ARTICLE 42 - DISADVANTAGED BUSINESS ENTERPRISES

- 42.1 This provision shall supplement Article 32 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S.DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONTRACTOR will provide the AUTHORITY with a copy of each subcontract it enters into.
- 42.2 The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONTRACTOR'S receipt of payment for that work from the AUTHORITY. The CONTRACTOR may not hold any retainage from its subcontractors unless pursuant to an agreement approved by the AUTHORITY. The CONTRACTOR shall return all retainage payments withheld within thirty (30) days after the subcontractor's work has been satisfactorily completed.
- 42.3 The CONTRACTOR shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONTRACTOR shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.bipincwebapps.com/bizwebflorida/. Audits may be conducted to review payments to DBE subcontractors. The CONTRACTOR will fully cooperate with the AUTHORITY, FDOT or FEMA regarding the monitoring of subcontractors and payments made thereto.

ARTICLE 43 – CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 43.1 This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONTRACTOR shall verify that neither the CONTRACTOR, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.
- 43.2 The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONTRACTOR must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. CONTRACTOR'S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debatement. The CONTRACTOR further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 44 - ACCESS TO RECORDS AND THEIR RETENTION

- 44.1 This provision shall supplement Article 27 of the Agreement. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONTRACTOR agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved.

The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

- 44.2 The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Agreement, available to the AUTHORITY and any other funding entity (e.g., FDOT, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONTRACTOR'S place of business or if CONTRACTOR'S place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONTRACTOR shall also require its subcontractors to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONTRACTOR.

ARTICLE 45 - AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR'S performance of the Agreement.

ARTICLE 46 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONTRACTOR shall cooperate with the AUTHORITY, FDOT and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 47 - AMERICANS WITH DISABILITIES ACT

The CONTRACTOR does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, et seq.), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FEMA and other Federal-aid agencies.

ARTICLE 48 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, et. seq. and 3601 et.seq.), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 49 - CONVICT LABOR PROHIBITION

The CONTRACTOR does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the AUTHORITY Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Executive Director, and DRC Emergency Services, LLC has executed this agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. Kathy Lewis
2. Barbara Muelb

By: Mark Hammond
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: [Signature]
General Counsel to the Authority

DRC EMERGENCY SERVICES, LLC:

Attest:

Corporate Secretary

By: Kristy Fuentes
(Corporate Seal)

Witness:

1. Lisa Garcia
Lisa Garcia
2. Olivia Marino
Olivia Marino

Name: Kristy Fuentes

Title: Vice President, Secretary & Treasurer

Approved by Authority Board on April 12, 2017, Item No. 5.H

SCOPE OF WORK

1. PROJECT DESCRIPTION AND REQUIREMENTS

- A. The CONTRACTOR shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.
- B. The CONTRACTOR submits he/she is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. CONTRACTOR shall assemble, direct, and manage a work force that can complete the debris management operations in 120 days or less. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in appropriate Task Order(s).
- C. The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.
- D. The CONTRACTOR may be required, at the AUTHORITY'S discretion, to be under the direction of an agent of the AUTHORITY.
- E. While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Palm Beach County, Florida. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

2. INTRODUCTION

- A. The AUTHORITY'S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Palm Beach County using a combination of county, municipal, and CONTRACTOR forces.
- B. If activation is required the AUTHORITY intends to activate contracts on an as-needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.
- C. The AUTHORITY envisions the need for multiple Agreements to carry out the debris removal and disposal work throughout Palm Beach County. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial AUTHORITY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

- D. The Agreement will be a contingency Agreement that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.
- E. The CONTRACTOR will be required to participate in certain AUTHORITY directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the AUTHORITY.
- F. The AUTHORITY does not guarantee a CONTRACTOR will be activated if awarded a standby agreement.

3. WORK OBJECTIVE

3.1 Planning Standard for Debris Removal and Disposal

The AUTHORITY'S goal is to complete the debris removal and disposal process in 120 days. This assumes that the entire area of the county will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the county simultaneously immediately after a storm.

3.2 Debris Management

- a. Planning for debris management operations is a function of the AUTHORITY as a supporting agency to the Palm Beach County Department of Engineering and Public Works. The AUTHORITY'S Emergency Management Coordinator will direct the debris removal and disposal operations.
- b. Each CONTRACTOR will serve as a General CONTRACTOR for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. **Notwithstanding, the CONTRACTOR will make every effort to use Small Business Enterprises (SBE), to the maximum extent practicable.**
- c. When a major disaster occurs or is imminent, the AUTHORITY will contact the CONTRACTOR to advise them of the AUTHORITY'S intent to activate the Agreement(s). Debris removal will generally be limited to debris in, upon, or brought to county residential private and public streets and roads, right-of-ways, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the AUTHORITY'S Debris Management Plan. Disposal of debris will be at AUTHORITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.
- d. When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances the AUTHORITY may activate more than one (1) CONTRACTOR.

- e. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
- f. The AUTHORITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.
- g. The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate temporary debris sites. The CONTRACTOR is responsible for all activity at temporary debris sites operated by their subcontractor and must have an employee on site at all times to oversee daily operations. The locations of publicly owned sites currently under consideration are shown on Attachment C. Additional sites (privately owned mostly) may become available as plans develop.
- h. The AUTHORITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all eligible debris from those sites daily at the direction of the Emergency Management Coordinator or designee.
- i. Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The AUTHORITY will designate HHW drop-off locations.
- j. The following items are considered HHW for the purpose of this Agreement:
 - Used Oil
 - Batteries
 - Paint
 - Aerosol spray cans
 - Pesticides
 - Antifreeze
 - Fluorescent light bulbs
 - Propane tanks (household size)
- k. The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a Temporary Debris Site.
- l. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AUTHORITY.
- m. Putrescible residential garbage will be collected by AUTHORITY franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

4. SCOPE OF WORK / OVERVIEW

- A. Specific work authorizations by the AUTHORITY will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time-frame for completion, rates to be used, etc. Any job with requirements or rates not covered by this Proposal will be negotiated. The AUTHORITY reserves the right to extend operations on a weekly basis. Task Orders will be executed bilaterally. Performance will be by the metrics established in the Task Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR'S default or underperformance by any means it deems in its best interest.
- B. The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order meeting the following progress patterns: 48 hours- collection activity within assigned Collection Service Area. Within ten (10) calendar days CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the AUTHORITY may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.
- C. The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require AUTHORITY approval.
- D. The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the AUTHORITY Emergency Management Coordinator prior to issuance of the first Task Order.
- E. The quantity of work required to complete the Agreement is estimated. The actual effort required may be more or less than the estimated amount shown in the RFP No. 17-204/SLB. Payment will be made in accordance with the Fee Schedule, Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. The output will be verified by the AUTHORITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance, not in excess of fifteen (15) minutes in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.
- F. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the AUTHORITY.
- G. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.
- H. The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

5. SCOPE OF WORK IN DETAIL

This section is divided into three (3) subsections:

- **Debris Removal and Disposal Operations** from residential public and private streets, roads and right-of-ways and delivered to a Temporary Debris Site.
- **Temporary Debris Site Operations** which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the AUTHORITY Emergency Management Coordinator.
- **Processing, Loading and Hauling Material** from Temporary Debris Site to final destination.

5.1 Debris Removal and Disposal Operations

5.1.1 General

- a. The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Palm Beach County. The AUTHORITY intends to designate zones for collection and disposal of debris. CONTRACTORS will be tasked with a service area(s) for this specific work.
- b. For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

5.1.2 Services

- a. The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.
- b. All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and all other costs.
- c. The work shall consist of clearing and removing disaster generated debris as directed by the AUTHORITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the AUTHORITY and shall provide equipment sufficient to collect a minimum of 50,000 cubic yards of debris per day within ten (10) calendar days of collection commencement (Past AUTHORITY natural disaster cleanup records show that ten (10) days' following disaster, 95,000-126,000 cubic yards of debris was collected per day). Failure to provide sufficient equipment necessary to collect required amount may result in the AUTHORITY entering into a separate agreement with another contractor for collection services.

5.1.2.1 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris

- i. It is the AUTHORITY'S goal to ensure that Vegetation and Construction/Demolition debris remain separate task orders for the collection of Vegetation and Construction loads. Mixing of loads by the CONTRACTOR at the road right of way will not be tolerated.

- ii. Work may include:
 - First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
 - Clearing debris from residential private and public road right of ways.
 - Loading the debris.
 - Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
 - Dumping the debris at the Temporary Debris Site or at an authorized landfill.
- iii. Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to the Fee Schedule, Exhibit B.

5.1.2.2 Hourly Rate Clearing

- i. From 0-70 hours following a disaster CONTRACTOR, as designated by the AUTHORITY, shall provide the clearing services on an hourly rate that shall include the following:
 - Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
 - Perform emergency removal of debris if needed for life-saving measures.
 - Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
 - Develop a traffic control plan along potential haul routes and at debris management and disposal sites.
- ii. The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the AUTHORITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior AUTHORITY approval may be terminated immediately. The AUTHORITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
- iii. The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.
- iv. In the event the CONTRACTOR fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.

5.1.3 Equipment

- a. All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:
 - Fencing must be permanently attached to one side of the truck bed.
 - After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
 - Fencing must extend to the bottom of the bed.
 - After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
 - Solid iron metal bars must be secured to both sides of the fencing.
 - There shall be no hand loaded equipment allowed.
- b. The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.
- c. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the AUTHORITY Inspector.
- d. Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

5.1.4 Securing Debris

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during

loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any AUTHORITY approved temporary debris site which may result in non-payment to CONTRACTOR.

5.1.5 Equipment Signage

Prior to commencing operations, the AUTHORITY or designee shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Each operator shall keep AUTHORITY certification with them at all times. Placards must remain on both sides of equipment.

5.1.6 Other Considerations

- a. The CONTRACTOR shall assign and provide an Operations Manager (OM) to the AUTHORITY Debris Management Center to serve as the principal liaison between the AUTHORITY Emergency Management Coordinator or designee and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the AUTHORITY Emergency Management Coordinator or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the AUTHORITY Emergency Management Coordinator within 30 minutes of notification.
- b. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
- c. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- d. Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given an electronic or paper load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by an AUTHORITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The AUTHORITY Temporary Debris Site monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

5.2 Temporary Debris Site Operations

5.2.1 General

- a. The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.
- b. The CONTRACTOR shall use only Temporary Debris Sites designated by the AUTHORITY Emergency Management Coordinator.
- c. The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris type) to be dumped. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.
- d. The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of temporary debris site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site to an approved final destination within five (5) days of site opening date.

5.2.2 Temporary Debris Site Services

5.2.2.1 Site Setup/Preparation

Site setup/preparation shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Fee Schedule, Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. Site set-up/preparation includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes.

5.2.2.2 Temporary Debris Site Operations and Material Processing

- i Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Fee Schedule, Exhibit B. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by Task Order. Unit prices provided in the Fee Schedule, Exhibit B, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under this Agreement. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The AUTHORITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be

cleaned daily by the CONTRACTOR. All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the AUTHORITY to operate the debris site. Failure to open sites with proper equipment and necessary personnel will result in liquidated damages of \$10,000 per day. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, and any other costs. The work shall consist of managing the operations of a Temporary Debris Site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the AUTHORITY Emergency Management Coordinator.

- ii The AUTHORITY plans to use two types of Temporary Debris Sites.
 - Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The AUTHORITY expects the material to be recycled and or beneficially re-used if processed by grinding.
 - Depending upon the size and type of devastation the AUTHORITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The AUTHORITY requests that CONTRACTOR implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.
- iii Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Fee Schedule, Exhibit B. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Fee Schedule, Exhibit B.
- iv. Locations of all Temporary Debris Sites will be approved by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Fee Schedule, Exhibit B that might have been negotiated under a Task Order shall be documented for payment.
- v. Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Debris Management Site will be deposited in manageable piles.

5.2.3 Reporting

- a. The CONTRACTOR shall submit a report to the AUTHORITY Emergency Management Coordinator or designee by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Contract Number
 - Daily and cumulative hours for each piece of equipment, *if appropriate*
 - Daily and cumulative hours for personnel, by position, *if appropriate*
 - Volumes of debris handled
- b. Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY.

5.2.4 Other Considerations

- a. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- b. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be liable for liquidated damages in the amount of \$25,000.00 per day for every day the site has to remain closed.

5.2.5 Debris Clearance (for access) from Right-of-Ways and Public Property

- a. The AUTHORITY provides support to Palm Beach County Government for Debris Management, including the clearance (moving debris from the middle of the road, etc.) of debris from right-of- ways and public property. Palm Beach County intends to perform debris clearance for access with its own forces or under existing contractual Agreements between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
- b. This debris clearance is to be considered supplemental and optional service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Fee Schedule, Exhibit B.

5.3. Processing, Loading and Hauling Material

- a. CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul wood chips and construction and/or mixed debris from Temporary Debris Sites in Palm Beach County to final destination for disposal as directed by the AUTHORITY. The AUTHORITY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the AUTHORITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.
- b. CONTRACTOR will provide detailed listing to the AUTHORITY of the following:
 - 1. Quantity (loads and cubic yards)
 - 2. Owner information
 - 3. Site where mulch and Construction/Demolition debris is disposed, to include address/GPS location.

6. MISCELLANEOUS REQUIREMENTS**6.1 Temporary Debris Site Foreman**

- a. The Temporary Debris Site foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.
- b. The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

6.2 Temporary Debris Site Night Foreman

- a. The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the AUTHORITY.
- b. The Temporary Debris Site night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

6.3 Temporary Debris Site Management Plan

- a. Once the Temporary Debris Site is identified by the AUTHORITY, the CONTRACTOR will provide a Site Management Plan.
- b. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:
 - Access to site
 - Site preparation -clearing, erosion control, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
 - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures
 - Location of existing structures or sensitive areas requiring protection

6.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

6.5 Grinding Operation

The CONTRACTOR shall have grinders on site and in operation within 72 hours of natural disaster. Failure to provide grinder(s) on site in operation within 72 hours shall result in liquidated damages of \$10,000 per day. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in a \$2,000 fine per hour per approved hours of grinding operation per day until grinding activity resumes.

6.6 Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Site. The area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

7. PERFORMANCE OF CONTRACTOR

- A. It is the intent of this Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.
- B. The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:
 - 1. Failure to open pre-storm identified sites within three (3) calendar days of after being tasked by the AUTHORITY liquidated damages of \$10,000 per day for each day not opened.
 - 2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of \$25,000 per day, for each day site must remain closed.
- C. Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of \$2,000 per hour per approved grinding hours of operation per day.
- D. CONTRACTOR may also be subject to non-payment and liquidated damages of \$200 for each of the following infractions:
 - 1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
 - 2. Loads not properly tarped or otherwise covered.
 - 3. Mixing debris hauled from other sources with debris hauled under this Agreement.
 - 4. Mixing vegetation debris with C & D material.
- E. CONTRACTOR may be immediately terminated and not paid for the following:
 - 1. Collection of any non-eligible, non-AUTHORITY approved stumps or debris.
 - 2. Moving to another designated Collection Service Area without prior AUTHORITY approval.
 - 3. Failure to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
 - 4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
 - 5. Alteration of placards placed on certified trucks and/or trailers.
- F. Any disputes regarding Performance of Contractor will be presented to the Emergency Management Coordinator or designee for review. The Emergency Management Coordinator or designee shall complete review and make determination within three (3) calendar days. Decisions of the Emergency Management Coordinator or designee shall be final.

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FEE SCHEDULE

VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD (CY) DEBRIS DISASTER

ITEM/DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENSION
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	2,500,000	CY	\$8.48	\$21,200,000.00
B. Construction Debris / Mixed Debris	500,000	CY	\$8.89	\$4,445,000.00
2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.	3,000,000	CY	\$1.14	\$3,420,000.00
3.0 Processing of debris through grinding and/or chipping.	2,500,000	CY	\$2.99	\$7,475,000.00
4.0 Loading, hauling and disposing wood chips to final destination. <i>(This rate includes disposal cost)</i>	1,000,000	CY	\$8.50	\$8,500,000.00
5.0 Volume reduction through air curtain incineration.	2,500,000	CY	\$2.14	
6.0 Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&D recycling facility or any other designated Disposal Facility. <i>(This rate shall not include disposal cost). Miles from TDRS to final destination – 1 way.</i>				
A. 0 ≤ 20 miles	500,000	CY	\$3.63	
B. > 20 ≤ 50 miles	500,000	CY	\$4.83	
C. > 50 ≤ 80 miles	500,000	CY	\$6.03	
D. > 80 ≤ 110 miles	500,000	CY	\$6.03	
E. > 110 ≤ 200 miles	500,000	CY	\$6.03	
AVERAGE: (Item 6.0 A-E)			\$5.31	
AVERAGE (Item 6.0 A-E) x 500,000 CY =				\$2,655,000.00
TOTAL PRICE: (Items 1.0 - 4.0; 6.0)				\$47,695,000.00

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 3,000,000 cubic yards of debris consisting of 2,500,000 cubic yards of vegetation debris and 500,000 cubic yards of mixed debris.

FEE SCHEDULE

HOURLY RATES

DEBRIS MANAGEMENT SITE SET-UP AND CLOSURE AND DEBRIS CLEARANCE FOR ACCESS - OPTIONAL USE BY COUNTY AND OTHER GOVERNMENTAL ENTITIES			
EQUIPMENT AND LABOR RATES			
EQUIPMENT TYPE	HOURLY EQUIPMENT RATE	HOURLY LABOR RATE	TOTAL HOURLY RATE
Bobcat Loader	\$180.00	\$40.00	\$220.00
Crew Foreman w/ Cell Phone and Pickup	\$0.00	\$75.00	\$75.00
Dozer, Tracked, D5 or similar	\$235.00	\$40.00	\$275.00
Dozer, Tracked, D6 or similar	\$335.00	\$40.00	\$375.00
Dozer, Tracked, D7 or similar	\$410.00	\$40.00	\$450.00
Dozer, Tracked, D8 or similar	\$460.00	\$40.00	\$500.00
Dump Truck, 18 CY-20 CY	\$75.00	\$40.00	\$115.00
Dump Truck, 21CY-30 CY	\$90.00	\$40.00	\$130.00
Generator and Lighting	\$90.00	\$10.00	\$100.00
Grader w/ 12' Blade	\$300.00	\$60.00	\$360.00
Hydraulic Excavator, 1.5 CY	\$180.00	\$40.00	\$220.00
Hydraulic Excavator, 2.5 CY	\$180.00	\$40.00	\$220.00
Knuckleboom Loader	\$240.00	\$40.00	\$280.00
Laborer w/ Chain Saw	\$5.00	\$40.00	\$45.00
Laborer w/ small tools, traffic control, flag person	\$0.00	\$40.00	\$40.00
Lowboy Trailer w/Tractor	\$135.00	\$40.00	\$175.00
Operations Manager w/ Cell Phone and Pickup	\$0.00	\$90.00	\$90.00
Pickup Truck, .5 Ton	\$40.00	\$0.00	\$40.00
Soil Compactor 81 HP+	\$180.00	\$40.00	\$220.00
Soil Compactor to 80 HP	\$140.00	\$40.00	\$180.00
Soil Compactor, Towed Unit	\$140.00	\$40.00	\$180.00
Truck, Flatbed	\$110.00	\$40.00	\$150.00
Tub Grinder, 800 to 1,000 HP	\$695.00	\$80.00	\$775.00
Water Truck	\$180.00	\$40.00	\$220.00
Wheel Loader, 2.5 CY, 950 or similar	\$190.00	\$40.00	\$230.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	\$250.00	\$40.00	\$290.00
Wheel Loader, 4.5 CY, 980 or similar	\$300.00	\$40.00	\$340.00
Wheel Loader-Backhoe, 1.0-1.5 CY	\$160.00	\$40.00	\$200.00

FEE SCHEDULE

UNIT COST

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1	6 inch diameter to 12 inch diameter	Stump	\$200.00
2	13 inch diameter to 24 inch diameter	Stump	\$300.00
3	25 inch diameter to 48 inch diameter	Stump	\$450.00
4	49 inch diameter and greater	Stump	\$550.00
5	Stump Fill Dirt – Fill dirt for stump holes after removal	CY	\$18.00
HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL			
6	6 inch diameter to 12 inch diameter	Tree	\$55.00
7	13 inch diameter to 24 inch diameter	Tree	\$95.00
8	25 inch diameter to 48 inch diameter	Tree	\$265.00
9	49 inch diameter and greater	Tree	\$385.00

NOTE:

The AUTHORITY reserves the right to use this contract to handle small quantities of debris removal, as needed, related to a disaster event that does not qualify for FEMA assistance. This will include any disaster event that produces small quantities of debris.

REMOVAL, AND TRANSPORTING OF DEBRIS TO AN APPROVED SWA DISPOSAL/RECYCLING FACILITY	
EQUIPMENT	DAILY RATE (10 HRS/DAY)
Knuckleboom Loader and Operator	\$3,500.00

The above daily rate shall include all associated costs (direct labor, overhead, profit, supervision, insurance).

SMALL BUSINESS ENTERPRISE (SBE) PLAN

DRC Emergency Services, LLC is committed to the SBE Participation Plan and will make every effort to achieve the AUTHORITY'S goal through sub-contracting to SBEs.

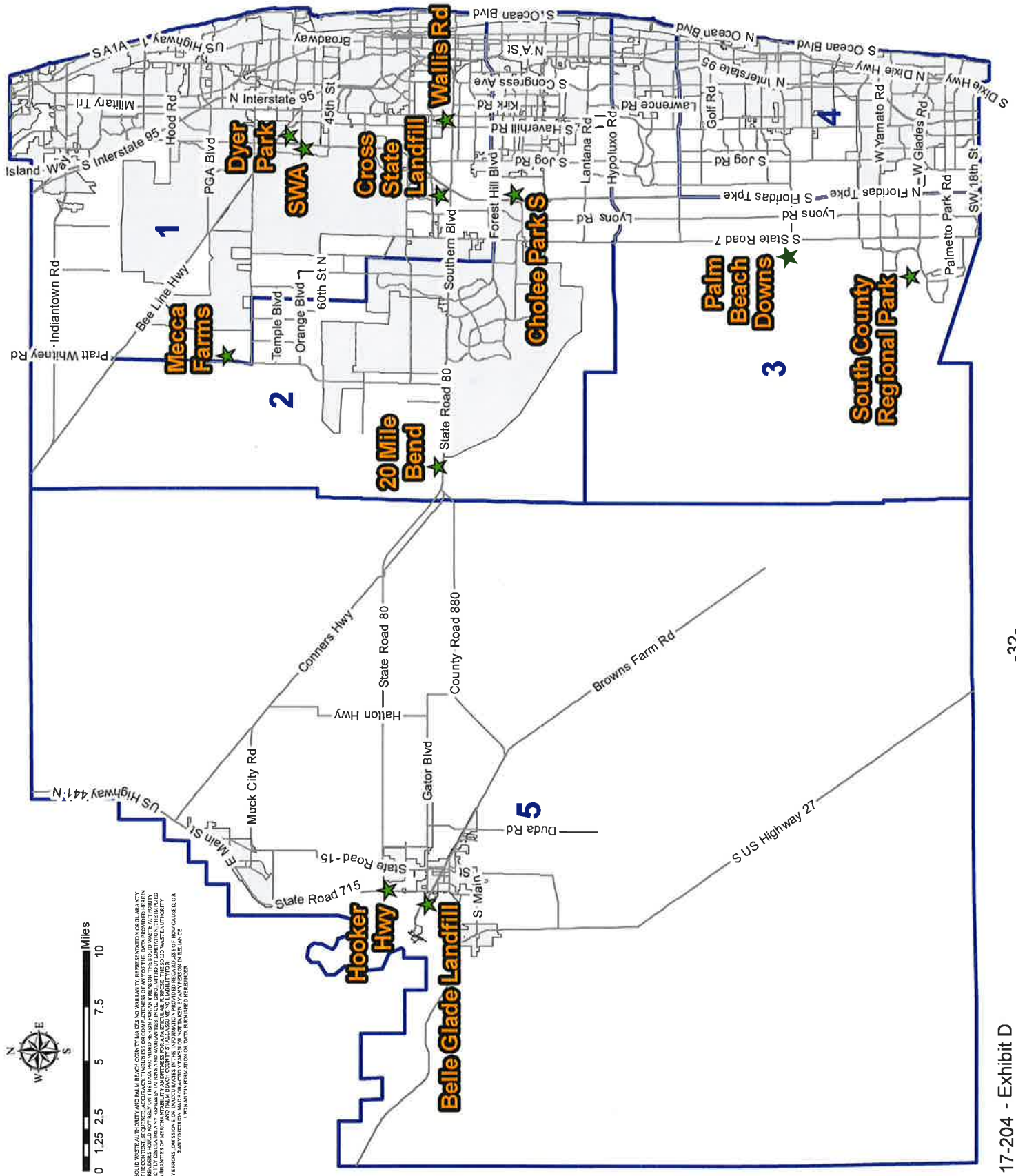
In response to the Request for Proposal, RFP No. 17-204/SLB, DRC Emergency Services, LLC provided a list of certified SBE sub-contractors who will be used on this Agreement.

ABC Transfer, Inc.

DEBRIS ZONES AND POTENTIAL TEMPORARY DEBRIS SITES



August 23, 2018



THE SWA IS NOT A SURVEYOR AND DOES NOT PROVIDE ANY WARRANTIES OR GUARANTEES AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY DATA PROVIDED HEREIN. THE SWA IS NOT A SURVEYOR AND DOES NOT PROVIDE ANY WARRANTIES OR GUARANTEES AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY DATA PROVIDED HEREIN. THE SWA IS NOT A SURVEYOR AND DOES NOT PROVIDE ANY WARRANTIES OR GUARANTEES AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY DATA PROVIDED HEREIN.

PUBLICLY OWNED DEBRIS MANAGEMENT SITES

SWA Temporary Debris Disposal Sites:

SITE	LOCATION
20-Mile Bend / Palm Beach Aggregates *	North side of Southern Boulevard approximately 4 miles west of Lion Country Safari
Belle Glade	West end of West Canal Street, South Belle Glade
Cholee Park	West of Jog Road on the south side of Forest Hill Boulevard across from the entrance to Okeetchee Park
Cross State Landfill	Pike Road, West Palm Beach
Dyer Landfill (Closed)	South of Beeline Highway on the west side of Haverhill Road
Hooker Highway *	South side of Hooker Highway approximately 1 mile west of the intersection of State Road 80 and 441
Mecca Farms	Approximately 1 mile north of Northlake Boulevard on the east side of Seminole Pratt Whitney Road
Palm Beach Downs	Approximately ¾ mile west of 441 on West Atlantic Avenue
SWA North Jog Road	Located on Jog Road, West Palm Beach
South County Regional Park	Take Glades Road west of 441 approximately 2 miles to Ponderosa Drive and turn north to the site
Wallis Road	Located on the north side of Wallis Road between Haverhill Road and Military Trail

* Private Sites used in the past.

Solid Waste Authority of Palm Beach County
Disaster Debris Removal and Disposal

SOLID WASTE AUTHORITY**OF PALM BEACH COUNTY**

7501 North Jog Road

West Palm Beach, Florida 33412

Telephone: 561-640-4000 • Fax: 561-640-3400



**TASK ORDER
DISASTER DEBRIS MANAGEMENT**

TO _____
Task Order No. _____

In accordance with _____ (Contractor) contract, with the Solid Waste Authority of PBC, Florida, (AUTHORITY) Agreement No. 17-204E for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated _____ the AUTHORITY hereby requests and authorizes the services to be performed on the project as described below:

Project: _____

Specific Work to be performed: _____

Duration of Work (Include Start Date, End Date and Total Calendar Days): _____

Method of Payment: _____

Estimated Cost of this Task Order: \$ _____

Contractor Signature: _____ Date: _____

AUTHORITY Signature: _____ Date: _____

SWA Use Only

SWA Requestor/Monitor: _____ Date: _____

SWA Dept. Director: _____ Date: _____

Vendor No.: _____ Account No.: _____ Project: _____

Purchasing: _____ Budget: _____ Accounting: _____

MOBILIZATION SCHEDULE

CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

	Category 1 & 2	Category 3	Category 4	Category 5
Within 24 hours	40%	25%	20%	15%
Within 48 hours	80%	40%	35%	25%
Within 72 hours	100%	75%	50%	45%
Within 96 hours		100%	70%	60%
Within 7 days			90%	80%
Within 10 days			100%	90%
Within 14 days				100%

BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the Contractor will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. Contractor will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. The Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the AUTHORITY prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, Contractor shall furnish invoices to document the costs of such material, and obtain the AUTHORITY'S written approval prior to incorporating the material into the project.

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____, Inc., as Principal and _____ a Corporation, as Surety, are bound to the Solid Waste Authority of Palm Beach County, hereinafter referred to as "Authority", in the sum of _____ Dollars (up to \$10,000,000), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, 20____ between Principal and Authority for Hurricane/Disaster Debris Removal, Reduction and Disposal, **Agreement No. 17-204E**, the Agreement being made a part of this bond by reference, in the time and in the manner prescribed in the Agreement, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, and;
3. Pays Authority all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Agreement, and;
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, and;
5. At completion of all work covered by Agreement and Final Payment by Authority to Principal then Principal will replace this Performance and Payment Bond with a Proposal Bond, in the amount of 5% of this Performance and Payment Bond, to be held by the Authority as a guarantee that Principal will provide to the Authority a Performance and Payment Bond in the amount of up to \$10,000,000 on the occasion of a subsequent Task Order in accordance with the above referenced Agreement;

then this bond is void; otherwise it remains in full force.

Surety shall be responsible for any and all liquidated damages imposed by the Authority for the referenced Agreement.

EXHIBIT I

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond. Any increase in the total Agreement amount as authorized by the Authority shall accordingly increase the Surety's obligation by the same dollar amount of said increase. CONTRACTOR shall be responsible for notification to Surety of all such changes.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL: _____

By: _____
Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

SURETY: _____

By: _____
Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

WITNESS:

1. _____

2. _____

WITNESS:

1. _____

2. _____

NOTE:

Date of Bond must not be prior to date of Agreement. If CONTRACTOR is a Partnership, all partners must execute bond.

IMPORTANT:

Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Authority.

From: Barbara Novello
To: [Teresa Lamar-Sarno](#)
Cc: [Barbara Novello](#)
Subject: Piggyback Hurricane Debris Removal Contract
Date: Wednesday, July 18, 2018 12:57:30 PM

Teresa,

The Agreement(s) for Hurricane/Disaster Debris Removal, Reduction and Disposal can be piggybacked as stated in Article 34 of the Agreement as follows:

The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.

I recommend you obtain a confirmation letter from the Contractor(s).

Should you have questions or require additional information please do not hesitate to contact me.

Have a wonderful day,

Barbara Novello

Contract Specialist
Purchasing Services

Solid Waste Authority of PBC
7501 North Jog Road
West Palm Beach, FL 33412
561-640-4000, x 4527
Fax: 561-640-3400
E-Mail: bnovello@swa.org

-----Original Message-----

From: Teresa Lamar-Sarno [<mailto:tsarno@indiantown.org>]
Sent: Monday, July 16, 2018 1:36 PM
To: Barbara Novello <bnovello@swa.org>
Subject: Village of Indiantown Piggyback Hurricane Debris Removal Contract

>>

>> Barbara,

>> Thank you for your time today. As a follow up to our conversation I wanted to inquire about the Village piggybacking off your contract for Emergency Debris Removal. Please let me know if SWA is comfortable with this request. Thank you in advance.

>>

>> Sent from my iPhone

Please note: Florida has a very broad public records law. Most communications to or from the Solid Waste Authority are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message may be subject to public disclosure.



P.O Box 17017, Galveston, TX 77552
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

The Village of Indiantown, FL herein, represented by its duly authorized officer, has a desire to enter into a Cooperative Purchase Agreement for HURRICANE/DISASTER DEBRISREMOVAL, REDUCTION AND DISPOSAL under the same terms and conditions as the agreement between DRC Emergency Services, LLC and the Palm Beach County Solid Waste Authority contract, effective May 8, 2017, (attached hereto as Exhibit A) which contract resulted from a competitive proposal. The Village of Indiantown, FL has reviewed the contract and agrees to the terms and conditions and further agrees to the fairness and reasonableness of the pricing. DRC Emergency Services, LLC hereby agrees to provide such services to the Village of Indiantown, FL under the same price(s), terms, and conditions as the referenced contract between DRC Emergency Services, LLC and Palm Beach County Solid Waste Authority.

All references in the contract between DRC Emergency Services, LLC and Palm Beach County Solid Waste Authority shall be assumed to pertain to, and are binding upon DRC Emergency Services, LLC and the Village of Indiantown, FL. Except as provided below, this agreement is entered into at no cost to the Village of Indiantown, FL. The only cost associated with this contract are the agreed upon terms which only become active upon the Village of Indiantown, FL issuing a notice to proceed to DRC Emergency Services, LLC.

Agreed, accepted and consented to this, the last date shown hereunder.

DRC Emergency Services, LLC

Village of Indiantown, FL

Signature

Date

Signature

Date

Print Name

Print Name

Title

Title

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETING DATE: August 23, 2018

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: RESOLUTION No. 037-2018; APPROVAL OF CONTRACT WITH CROWDERGULF JOINT VENTURE, INC., FOR DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES, PIGGY-BACKING ON THE SOLID WASTE AUTHORITY'S AGREEMENT NO. 17-204C WITH CROWDERGULF JOINT VENTURE, INC.

SUMMARY OF ITEM: This agenda item is a request to the Village Council for approval of a contract with CrowderGulf Joint Ventures, Inc. (CrowderGulf), providing for as-needed Disaster Debris Removal, Reduction and Disposal Services, by piggybacking on the Solid Waste Authority of Palm Beach County's (SWA) Agreement No. 17-204C with CrowderGulf. On April 12, 2017, the Solid Waste Authority (SWA) Board approved and executed Agreement No. 17-204C with CrowderGulf Joint Ventures, Inc. for Hurricane/Disaster Debris Removal, Reduction and Disposal services; (attached Agreement No. 17-204C). SWA entered into this Agreement at conclusion of a competitive publically advertised Request for Proposal, evaluation, and selection process. CrowderGulf was selected as one of six contractors for such disaster recovery services contract. Article 34 of the SWA Agreement authorizes other municipal governments to "piggyback" on their Agreement with CrowderGulf. Article 37-Escalation Clause of the SWA Agreement allows for an annual CPI adjustment of the unit costs. The SWA Agreement has an initial 5 year term from May 8, 2017 through May 7, 2022, with an option for the SWA Board to extend the Agreement one additional year.

The Village Manager has confirmed with CrowderGulf that they are in agreement to extend their Hurricane/Disaster Debris Removal, Reduction and Disposal services to the Town, under the same terms and conditions as the SWA Agreement No. 17204C, via a piggyback contract with the Village.

This contract would be utilized with Council approval. Today, the local roads have not been taken over by the Village and continue to be maintained by Martin County. This contract will ensure that the Village is in a position to respond quickly to hurricane debris; if the Council deems it necessary to act promptly. FEMA reimbursement is uncertain at this time since the roads currently are maintained the responsibility of the County.

Note: As with the prior item (Res. 36-2018) there is no guarantee the Village will be repaid by FEMA for the cost of performing work on County roads and streets.

RECOMMENDATION: Adopt Resolution No. 038-2018 as submitted

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 8/15/2018

REVIEWED BY: P. Nicoletti

DATE: 8/17/2018

APPROVED BY: Teresa Lamar-Sarno

DATE: 8/17/2018

ATTACHMENTS:

Description

Res 37-2018 Contract Crowder Gulf

CrowderGulf SWA Contract

SWA Email Confirming Allowing Piggyback



RESOLUTION No. 037-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING A CONTRACT WITH CROWDERGULF JOINT VENTURE, INC. TO PROVIDE HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES TO THE VILLAGE OF INDIANTOWN; AUTHORIZING THE MAYOR TO EXECUTE THE REVISED CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO ADMINISTER AND EXPEND FUNDS ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indiantown became a new municipality on December 31, 2017, with the Village Council, having been duly elected, and conducting its first meeting on April 21, 2018; and

WHEREAS, the Village Council desires to take the precautionary measure of providing for debris removal, reduction and disposal services, in the event that the same may be needed due to a natural or manmade catastrophe; and

WHEREAS, the Village Manager has identified that certain contract for the required services by and between the Solid Waste Authority of Palm Beach County, and CrowderGulf Joint Venture, Inc., which allows for that contract to be used as an "offer" for the services, to wit:

Article 34 of the Agreement as follows:

The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. The above recitals are true and correct and incorporated herein.

RES. 037-2018 AWARDING A CONTRACT FOR DEBRIS REMOVAL, REDUCTION, AND DISPOSAL SERVICES (CrowderGulf)

SECTION 2. The Village Council authorizes the Mayor to execute that certain Contract for Services, with CrowderGulf Joint Venture, Inc., a copy of which is attached hereto as Exhibit “A” and incorporated herein, as if set forth below.

SECTION 3. The Village Manager is hereby directed to administer the Contract and is also authorized to expend public funds pursuant to the Contract.

SECTION 4. This Resolution shall take effect immediately upon adoption.

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

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNÁNDEZ, COUNCIL MEMBER				

ADOPTED this 23rd day of August, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

RES. 037-2018 AWARDING A CONTRACT FOR DEBRIS REMOVAL, REDUCTION, AND
DISPOSAL SERVICES (CrowderGulf)



AGREEMENT

FOR

**HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

CROWDERGULF JOINT VENTURE, INC.

AGREEMENT NO. 17-204C

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412**

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**HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL
AGREEMENT NO. 17-204C**

This Agreement is made and entered into as of May 5, 2017, by and between the **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **CrowderGulf Joint Venture, Inc.** (hereinafter referred to as CONTRACTOR), a Florida Corporation, whose Federal Employer Identification Number is 01-0626019.

Whereas, in accordance with the AUTHORITY'S Request for Proposal No. 17-204/SLB, solicited to employ the services of the CONTRACTOR for the purpose of providing Hurricane/Disaster Debris Removal, Reduction and Disposal; and,

Whereas, CONTRACTOR represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **May 8, 2017 through May 7, 2022**.

Term of Agreement shall be for a five (5) year period, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for one (1) additional one (1) year period at the same terms and conditions with approval from the AUTHORITY'S Governing Board. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties. The continuance of this Agreement from year to year is contingent upon successful annual recertification of the CONTRACTOR'S capabilities. The recertification process will be a review of the fiscal (bankruptcy, etc), logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the CONTRACTOR and a determination by the AUTHORITY, based on this review, of whether or not the CONTRACTOR continues to be a viable firm to provide the services described in this Contract.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as stated in the Scope of Work, Exhibit A, as may be specifically authorized by the AUTHORITY. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, completion date, and other pertinent details of the task being authorized. The AUTHORITY, by virtue of this Agreement, gives the CONTRACTOR no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this Agreement is in full force and effect.

ARTICLE 3 - COMPENSATION

- 3.1 AUTHORITY shall pay CONTRACTOR in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Agreement but to which the Fee Schedule cannot readily be applied.
- 3.2 CONTRACTOR shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy FEMA requirements.

- 3.3 Payment of CONTRACTOR by AUTHORITY is not contingent upon the AUTHORITY being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the AUTHORITY which is determined by Federal and State agencies to be ineligible for reimbursement.
- 3.4 Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:
- Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Accounts Payable, c/o Mary Schultz
- 3.5 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.
- 3.6 The AUTHORITY will retain 5% of the payment under each Task Order until such time as the entire project is completed to the AUTHORITY'S satisfaction and all sub-contractors and any material suppliers verify that they have been paid.

ARTICLE 4 - INSURANCE

- 4.1 During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.
1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
 2. **Automobile Liability** Insurance with bodily injury limits of not less than \$5,000,000 for each person and not less than \$5,000,000 for each accident and with property damage limits of not less than \$5,000,000 for each accident.
 3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.
 4. **Excess Liability** Insurance with limits of not less than \$10,000,000 for each occurrence and annual aggregate.
- 4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions said exclusions shall be so indicated on the certificate(s) of insurance.
- 4.3 CONTRACTOR shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY.
- 4.4 CONTRACTOR shall include AUTHORITY as an **additional insured** on the General Liability, Excess Liability, and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include AUTHORITY and CONTRACTOR as **additional insured** on their General Liability insurance policies.

- 4.5 In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.
- 4.6 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

- 5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 **GENERAL**

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

6.2 **INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6.3 **SURVIVAL**

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

- 7.1 The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR 'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.
- 7.2 The CONTRACTOR does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.
- 7.3 The CONTRACTOR shall not pledge the AUTHORITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONTRACTING

- 10.1 The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this Agreement. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.
- 10.2 If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONTRACTOR that is available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

- 14.1 The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.
- 14.2 If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.
- 15.2 Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

- 16.1 Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 - NON-DISCRIMINATION

CONTRACTOR assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

- 20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 20.2 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 25.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 25.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - PUBLIC RECORDS, ACCESS AND AUDITS

- 27.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended effective July 1, 2016.

27.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

**RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4210
RECORDS CUSTODIAN@SWA.ORG**

- 27.3 The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. The AUTHORITY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.
- 27.4 Notwithstanding anything herein to the contrary, the CONTRACTOR expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.
- 27.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONTRACTOR and the CONTRACTOR must provide the records or allow access to the records within a reasonable time. A CONTRACTOR who fails to provide the records to the public

agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.

27.6 Therefore, the CONTRACTOR is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the AUTHORITY, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When requested by the AUTHORITY, either during performance of the contract or after termination or completion of the contract, all records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY.

27.7 Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

27.8 CONSULTANT shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by 2 CFR 200.333. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit

27.9 In the event records retention requirements in Florida Statutes Chapter 119 and 257 exceed those of FEMA, the records shall be retained to comply with State of Florida requirements.

ARTICLE 28 – OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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ARTICLE 29 - NOTICE

- 29.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Mark Eyeington, Chief Operations Officer
Office No.: 561-640-4000 Ext. 4513 Fax No.: 561-640-3400 E-Mail: meyeington@swa.org

As To CONTRACTOR

CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582

Attention: John Ramsay, President & CEO
Office No.: 800-992-6207 / 251-459-7430 Fax. No: 251-459-7433

- 29.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- 29.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **Mark Eyeington, Chief Operations Officer**, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 31 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

John Ramsay, President & CEO
Office No.: 251-459-7430 Cell No.: 251-402-3677 Email: jramsay@crowdergulf.com

Ashley Ramsay-Naile, Vice President & COO
Office No.: 251-459-7430 Cell No.: 646-872-1548 Email: aramsay@crowderful.com

ARTICLE 32 - SMALL BUSINESS ENTERPRISE (SBE)

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for small business participation in contracts and purchases. CONTRACTOR'S submitted Plan showing how he/she will assist the AUTHORITY in achieving this goal is incorporated into this Agreement as Exhibit C. The AUTHORITY will require periodic documentary proof, acceptable to the AUTHORITY, of the implementation, progress, and final outcome of the proposed Plan. Failure to implement the Plan, or achieve reasonable interim progress, or achieve the final goal reflected in the Plan, may be considered by the AUTHORITY as failure to perform a material provision of this Agreement.

ARTICLE 33 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any Agreement with the AUTHORITY, or performing any work in furtherance hereof, CONTRACTOR hereby certifies that CONTRACTOR and CONTRACTOR'S affiliates, suppliers, sub-contractors, consultants or agents of any type whatsoever who will perform hereunder, have not be placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this CONTRACTOR may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

ARTICLE 34 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- 34.1 The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.
- 34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

ARTICLE 35 - THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of this contract to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of being the successful CONTRACTOR, and no language in the contract should be construed or interpreted as creating a third party beneficiary.

ARTICLE 36 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the AUTHORITY.

ARTICLE 37 - ESCALATION CLAUSE

- 37.1 The AUTHORITY acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on the following formula of indices:
- 37.2 Fifty (50) percent of the price will be adjusted by the average monthly percentage change over the twelve (12) month period ending the May immediately preceding the date for which the price index adjustment is effective in the Consumer Price Index - Urban Wage Earners and Clerical Workers - U.S. City Average - Private Transportation (Series ID CWUR0000SAT 1, not seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

- 37.3 Fifty (50) percent of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU2000000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one year period ending the May immediately preceding the date for which the price index adjustment is effective.
- 37.4 In the event that either of these indices is no longer available the parties shall mutually agree to a replacement index. The value of the adjustment will be determined by the AUTHORITY.

ARTICLE 38 - ORDER OF AGREEMENT ACTIVATION / LOCATION ASSIGNMENT

The CONTRACTORS have entered into contingent Agreements with the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction and Disposal. The Agreements awarded will be activated on an as needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of the Selection Committee ranking, as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

ARTICLE 39 - TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Order shall be mutually agreed to by the CONTRACTOR and AUTHORITY. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by 11:00 a.m. or earlier the following morning.

ARTICLE 40 - BONDS

CONTRACTOR shall maintain a Proposal Bond in the sum of \$500,000. The CONTRACTOR'S Proposal Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate size bond as determined by the AUTHORITY after assessment of damage and definition of the CONTRACTOR'S scope of service. In case of hurricane caused damage, a Category I storm would require a \$2,000,000 Bond, a Category II would require a \$4,000,000 Bond, a Category III would require a \$6,000,000 Bond, a Category IV would require an \$8,000,000 Bond, and a Category V would require a \$10,000,000 Bond. The Bond required would be a Performance and Payment Bond, Exhibit I. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B. The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the AUTHORITY. If the CONTRACTOR fails to supply a Performance and Payment Bond, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. Pending successful annual CONTRACTOR re-certification, the Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.

ARTICLE 41 - BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in Exhibit H, which is attached hereto and incorporated by reference as part of this Agreement. CONTRACTOR shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, and FEMA, to the extent applicable.

ARTICLE 42 - DISADVANTAGED BUSINESS ENTERPRISES

- 42.1 This provision shall supplement Article 32 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S.DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONTRACTOR will provide the AUTHORITY with a copy of each subcontract it enters into.
- 42.2 The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONTRACTOR'S receipt of payment for that work from the AUTHORITY. The CONTRACTOR may not hold any retainage from its subcontractors unless pursuant to an agreement approved by the AUTHORITY. The CONTRACTOR shall return all retainage payments withheld within thirty (30) days after the subcontractor's work has been satisfactorily completed.
- 42.3 The CONTRACTOR shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONTRACTOR shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.bipincwebapps.com/bizwebflorida/. Audits may be conducted to review payments to DBE subcontractors. The CONTRACTOR will fully cooperate with the AUTHORITY, FDOT or FEMA regarding the monitoring of subcontractors and payments made thereto.

ARTICLE 43 – CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 43.1 This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONTRACTOR shall verify that neither the CONTRACTOR, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.
- 43.2 The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONTRACTOR must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. CONTRACTOR'S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 44 - ACCESS TO RECORDS AND THEIR RETENTION

- 44.1 This provision shall supplement Article 27 of the Agreement. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONTRACTOR agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved.

The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

- 44.2 The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Agreement, available to the AUTHORITY and any other funding entity (e.g., FDOT, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONTRACTOR'S place of business or if CONTRACTOR'S place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONTRACTOR shall also require its subcontractors to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONTRACTOR.

ARTICLE 45 - AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR'S performance of the Agreement.

ARTICLE 46 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONTRACTOR shall cooperate with the AUTHORITY, FDOT and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 47 - AMERICANS WITH DISABILITIES ACT

The CONTRACTOR does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, et seq.), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FEMA and other Federal-aid agencies.

ARTICLE 48 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, et seq. and 3601 et seq.), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 49 - CONVICT LABOR PROHIBITION

The CONTRACTOR does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the AUTHORITY Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Executive Director, and CrowderGulf Joint Venture, Inc. has executed this agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. [Signature]

2. [Signature]

By:

[Signature]

Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By:

[Signature]
General Counsel to the Authority

CROWDERGULF JOINT VENTURE, INC.:

Attest:

[Signature]
Corporate Secretary

By:

[Signature]

(Corporate Seal)

Witness:

1. _____

2. _____

Name: JOHN RAMSAY

Title: PRESIDENT

Approved by Authority Board on April 12, 2017, Item No. 5.H

SCOPE OF WORK

1. PROJECT DESCRIPTION AND REQUIREMENTS

- A. The CONTRACTOR shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.
- B. The CONTRACTOR submits he/she is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. CONTRACTOR shall assemble, direct, and manage a work force that can complete the debris management operations in 120 days or less. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in appropriate Task Order(s).
- C. The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.
- D. The CONTRACTOR may be required, at the AUTHORITY'S discretion, to be under the direction of an agent of the AUTHORITY.
- E. While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Palm Beach County, Florida. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

2. INTRODUCTION

- A. The AUTHORITY'S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Palm Beach County using a combination of county, municipal, and CONTRACTOR forces.
- B. If activation is required the AUTHORITY intends to activate contracts on an as-needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.
- C. The AUTHORITY envisions the need for multiple Agreements to carry out the debris removal and disposal work throughout Palm Beach County. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial AUTHORITY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

- D. The Agreement will be a contingency Agreement that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.
- E. The CONTRACTOR will be required to participate in certain AUTHORITY directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the AUTHORITY.
- F. The AUTHORITY does not guarantee a CONTRACTOR will be activated if awarded a standby agreement.

3. WORK OBJECTIVE

3.1 Planning Standard for Debris Removal and Disposal

The AUTHORITY'S goal is to complete the debris removal and disposal process in 120 days. This assumes that the entire area of the county will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the county simultaneously immediately after a storm.

3.2 Debris Management

- a. Planning for debris management operations is a function of the AUTHORITY as a supporting agency to the Palm Beach County Department of Engineering and Public Works. The AUTHORITY'S Emergency Management Coordinator will direct the debris removal and disposal operations.
- b. Each CONTRACTOR will serve as a General CONTRACTOR for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. **Notwithstanding, the CONTRACTOR will make every effort to use Small Business Enterprises (SBE), to the maximum extent practicable.**
- c. When a major disaster occurs or is imminent, the AUTHORITY will contact the CONTRACTOR to advise them of the AUTHORITY'S intent to activate the Agreement(s). Debris removal will generally be limited to debris in, upon, or brought to county residential private and public streets and roads, right-of-ways, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the AUTHORITY'S Debris Management Plan. Disposal of debris will be at AUTHORITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.
- d. When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances the AUTHORITY may activate more than one (1) CONTRACTOR.

- e. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
- f. The AUTHORITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.
- g. The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate temporary debris sites. The CONTRACTOR is responsible for all activity at temporary debris sites operated by their subcontractor and must have an employee on site at all times to oversee daily operations. The locations of publicly owned sites currently under consideration are shown on Attachment C. Additional sites (privately owned mostly) may become available as plans develop.
- h. The AUTHORITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all eligible debris from those sites daily at the direction of the Emergency Management Coordinator or designee.
- i. Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The AUTHORITY will designate HHW drop-off locations.
- j. The following items are considered HHW for the purpose of this Agreement:
 - Used Oil
 - Batteries
 - Paint
 - Aerosol spray cans
 - Pesticides
 - Antifreeze
 - Fluorescent light bulbs
 - Propane tanks (household size)
- k. The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a Temporary Debris Site.
- l. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AUTHORITY.
- m. Putrescible residential garbage will be collected by AUTHORITY franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

4. SCOPE OF WORK / OVERVIEW

- A. Specific work authorizations by the AUTHORITY will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time-frame for completion, rates to be used, etc. Any job with requirements or rates not covered by this Proposal will be negotiated. The AUTHORITY reserves the right to extend operations on a weekly basis. Task Orders will be executed bilaterally. Performance will be by the metrics established in the Task Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR'S default or underperformance by any means it deems in its best interest.
- B. The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order meeting the following progress patterns: 48 hours- collection activity within assigned Collection Service Area. Within ten (10) calendar days CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the AUTHORITY may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.
- C. The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require AUTHORITY approval.
- D. The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the AUTHORITY Emergency Management Coordinator prior to issuance of the first Task Order.
- E. The quantity of work required to complete the Agreement is estimated. The actual effort required may be more or less than the estimated amount shown in the RFP No. 17-204/SLB. Payment will be made in accordance with the Fee Schedule, Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. The output will be verified by the AUTHORITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance, not in excess of fifteen (15) minutes in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.
- F. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the AUTHORITY.
- G. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.
- H. The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

5. SCOPE OF WORK IN DETAIL

This section is divided into three (3) subsections:

- **Debris Removal and Disposal Operations** from residential public and private streets, roads and right-of-ways and delivered to a Temporary Debris Site.
- **Temporary Debris Site Operations** which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the AUTHORITY Emergency Management Coordinator.
- **Processing, Loading and Hauling Material** from Temporary Debris Site to final destination.

5.1 Debris Removal and Disposal Operations

5.1.1 General

- a. The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Palm Beach County. The AUTHORITY intends to designate zones for collection and disposal of debris. CONTRACTORS will be tasked with a service area(s) for this specific work.
- b. For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

5.1.2 Services

- a. The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.
- b. All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and all other costs.
- c. The work shall consist of clearing and removing disaster generated debris as directed by the AUTHORITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the AUTHORITY and shall provide equipment sufficient to collect a minimum of 50,000 cubic yards of debris per day within ten (10) calendar days of collection commencement (Past AUTHORITY natural disaster cleanup records show that ten (10) days' following disaster, 95,000-126,000 cubic yards of debris was collected per day). Failure to provide sufficient equipment necessary to collect required amount may result in the AUTHORITY entering into a separate agreement with another contractor for collection services.

5.1.2.1 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris

- i. It is the AUTHORITY'S goal to ensure that Vegetation and Construction/Demolition debris remain separate task orders for the collection of Vegetation and Construction loads. Mixing of loads by the CONTRACTOR at the road right of way will not be tolerated.

- ii. Work may include:
 - First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
 - Clearing debris from residential private and public road right of ways.
 - Loading the debris.
 - Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
 - Dumping the debris at the Temporary Debris Site or at an authorized landfill.
- iii. Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to the Fee Schedule, Exhibit B.

5.1.2.2 Hourly Rate Clearing

- i. From 0-70 hours following a disaster CONTRACTOR, as designated by the AUTHORITY, shall provide the clearing services on an hourly rate that shall include the following:
 - Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
 - Perform emergency removal of debris if needed for life-saving measures.
 - Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
 - Develop a traffic control plan along potential haul routes and at debris management and disposal sites.
- ii. The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the AUTHORITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior AUTHORITY approval may be terminated immediately. The AUTHORITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
- iii. The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.
- iv. In the event the CONTRACTOR fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.

5.1.3 Equipment

- a. All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:
 - Fencing must be permanently attached to one side of the truck bed.
 - After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
 - Fencing must extend to the bottom of the bed.
 - After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
 - Solid iron metal bars must be secured to both sides of the fencing.
 - There shall be no hand loaded equipment allowed.
- b. The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.
- c. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the AUTHORITY Inspector.
- d. Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

5.1.4 Securing Debris

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during

loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any AUTHORITY approved temporary debris site which may result in non-payment to CONTRACTOR.

5.1.5 Equipment Signage

Prior to commencing operations, the AUTHORITY or designee shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Each operator shall keep AUTHORITY certification with them at all times. Placards must remain on both sides of equipment.

5.1.6 Other Considerations

- a. The CONTRACTOR shall assign and provide an Operations Manager (OM) to the AUTHORITY Debris Management Center to serve as the principal liaison between the AUTHORITY Emergency Management Coordinator or designee and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the AUTHORITY Emergency Management Coordinator or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the AUTHORITY Emergency Management Coordinator within 30 minutes of notification.
- b. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
- c. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- d. Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given an electronic or paper load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by an AUTHORITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The AUTHORITY Temporary Debris Site monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

5.2 Temporary Debris Site Operations

5.2.1 General

- a. The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.
- b. The CONTRACTOR shall use only Temporary Debris Sites designated by the AUTHORITY Emergency Management Coordinator.
- c. The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris type) to be dumped. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.
- d. The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of temporary debris site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site to an approved final destination within five (5) days of site opening date.

5.2.2 Temporary Debris Site Services

5.2.2.1 Site Setup/Preparation

Site setup/preparation shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Fee Schedule, Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. Site set-up/preparation includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes.

5.2.2.2 Temporary Debris Site Operations and Material Processing

- i. Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Fee Schedule, Exhibit B. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by Task Order. Unit prices provided in the Fee Schedule, Exhibit B, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under this Agreement. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The AUTHORITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be

cleaned daily by the CONTRACTOR. All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the AUTHORITY to operate the debris site. Failure to open sites with proper equipment and necessary personnel will result in liquidated damages of \$10,000 per day. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, and any other costs. The work shall consist of managing the operations of a Temporary Debris Site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the AUTHORITY Emergency Management Coordinator.

- ii The AUTHORITY plans to use two types of Temporary Debris Sites.
 - Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The AUTHORITY expects the material to be recycled and or beneficially re-used if processed by grinding.
 - Depending upon the size and type of devastation the AUTHORITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The AUTHORITY requests that CONTRACTOR implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.
- iii Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Fee Schedule, Exhibit B. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Fee Schedule, Exhibit B.
- iv. Locations of all Temporary Debris Sites will be approved by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Fee Schedule, Exhibit B that might have been negotiated under a Task Order shall be documented for payment.
- v. Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Debris Management Site will be deposited in manageable piles.

5.2.3 Reporting

- a. The CONTRACTOR shall submit a report to the AUTHORITY Emergency Management Coordinator or designee by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Contract Number
 - Daily and cumulative hours for each piece of equipment, *if appropriate*
 - Daily and cumulative hours for personnel, by position, *if appropriate*
 - Volumes of debris handled
- b. Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY.

5.2.4 Other Considerations

- a. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- b. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be liable for liquidated damages in the amount of \$25,000.00 per day for every day the site has to remain closed.

5.2.5 Debris Clearance (for access) from Right-of-Ways and Public Property

- a. The AUTHORITY provides support to Palm Beach County Government for Debris Management, including the clearance (moving debris from the middle of the road, etc.) of debris from right-of- ways and public property. Palm Beach County intends to perform debris clearance for access with its own forces or under existing contractual Agreements between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
- b. This debris clearance is to be considered supplemental and optional service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Fee Schedule, Exhibit B.

5.3. Processing, Loading and Hauling Material

- a. CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul wood chips and construction and/or mixed debris from Temporary Debris Sites in Palm Beach County to final destination for disposal as directed by the AUTHORITY. The AUTHORITY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the AUTHORITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.
- b. CONTRACTOR will provide detailed listing to the AUTHORITY of the following:
 - 1. Quantity (loads and cubic yards)
 - 2. Owner information
 - 3. Site where mulch and Construction/Demolition debris is disposed, to include address/GPS location.

6. MISCELLANEOUS REQUIREMENTS**6.1 Temporary Debris Site Foreman**

- a. The Temporary Debris Site foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.
- b. The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

6.2 Temporary Debris Site Night Foreman

- a. The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the AUTHORITY.
- b. The Temporary Debris Site night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

6.3 Temporary Debris Site Management Plan

- a. Once the Temporary Debris Site is identified by the AUTHORITY, the CONTRACTOR will provide a Site Management Plan.
- b. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:
 - Access to site
 - Site preparation -clearing, erosion control, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
 - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures
 - Location of existing structures or sensitive areas requiring protection

6.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

6.5 Grinding Operation

The CONTRACTOR shall have grinders on site and in operation within 72 hours of natural disaster. Failure to provide grinder(s) on site in operation within 72 hours shall result in liquidated damages of \$10,000 per day. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in a \$2,000 fine per hour per approved hours of grinding operation per day until grinding activity resumes.

6.6 Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Site. The area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

7. PERFORMANCE OF CONTRACTOR

- A. It is the intent of this Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.
- B. The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:
 - 1. Failure to open pre-storm identified sites within three (3) calendar days of after being tasked by the AUTHORITY liquidated damages of \$10,000 per day for each day not opened.
 - 2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of \$25,000 per day, for each day site must remain closed.
- C. Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of \$2,000 per hour per approved grinding hours of operation per day.
- D. CONTRACTOR may also be subject to non-payment and liquidated damages of \$200 for each of the following infractions:
 - 1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
 - 2. Loads not properly tarped or otherwise covered.
 - 3. Mixing debris hauled from other sources with debris hauled under this Agreement.
 - 4. Mixing vegetation debris with C & D material.
- E. CONTRACTOR may be immediately terminated and not paid for the following:
 - 1. Collection of any non-eligible, non-AUTHORITY approved stumps or debris.
 - 2. Moving to another designated Collection Service Area without prior AUTHORITY approval.
 - 3. Failure to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
 - 4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
 - 5. Alteration of placards placed on certified trucks and/or trailers.
- F. Any disputes regarding Performance of Contractor will be presented to the Emergency Management Coordinator or designee for review. The Emergency Management Coordinator or designee shall complete review and make determination within three (3) calendar days. Decisions of the Emergency Management Coordinator or designee shall be final.

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FEE SCHEDULE

VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD (CY) DEBRIS DISASTER

ITEM/DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENSION
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	2,500,000	CY	\$7.80	\$19,500,000.00
B. Construction Debris / Mixed Debris	500,000	CY	\$8.50	\$4,250,000.00
2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.	3,000,000	CY	\$1.20	\$3,600,000.00
3.0 Processing of debris through grinding and/or chipping.	2,500,000	CY	\$2.60	\$6,500,000.00
4.0 Loading, hauling and disposing wood chips to final destination. <i>(This rate includes disposal cost)</i>	1,000,000	CY	\$6.00	\$6,000,000.00
5.0 Volume reduction through air curtain incineration.	2,500,000	CY	\$2.00	
6.0 Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&D recycling facility or any other designated Disposal Facility. <i>(This rate shall not include disposal cost). Miles from TDRS to final destination – 1 way.</i>				
A. 0 ≤ 20 miles	500,000	CY	\$3.25	
B. > 20 ≤ 50 miles	500,000	CY	\$4.90	
C. > 50 ≤ 80 miles	500,000	CY	\$6.90	
D. > 80 ≤ 110 miles	500,000	CY	\$8.90	
E. > 110 ≤ 200 miles	500,000	CY	\$9.90	
AVERAGE: (Item 6.0 A-E)			\$6.77	
AVERAGE (Item 6.0 A-E) x 500,000 CY =				\$3,385,000.00
TOTAL PRICE: (Items 1.0 - 4.0; 6.0)				\$43,235,000.00

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 3,000,000 cubic yards of debris consisting of 2,500,000 cubic yards of vegetation debris and 500,000 cubic yards of mixed debris.

FEE SCHEDULE

HOURLY RATES

DEBRIS MANAGEMENT SITE SET-UP AND CLOSURE AND DEBRIS CLEARANCE FOR ACCESS - OPTIONAL USE BY COUNTY AND OTHER GOVERNMENTAL ENTITIES			
EQUIPMENT AND LABOR RATES			
EQUIPMENT TYPE	HOURLY EQUIPMENT RATE	HOURLY LABOR RATE	TOTAL HOURLY RATE
Bobcat Loader	\$ 42.00	\$ 22.00	\$ 64.00
Crew Foreman w/ Cell Phone and Pickup	\$ 13.00	\$ 39.00	\$ 52.00
Dozer, Tracked, D5 or similar	\$ 52.00	\$ 22.00	\$ 74.00
Dozer, Tracked, D6 or similar	\$ 90.00	\$ 22.00	\$112.00
Dozer, Tracked, D7 or similar	\$110.00	\$ 22.00	\$132.00
Dozer, Tracked, D8 or similar	\$120.00	\$ 22.00	\$142.00
Dump Truck, 18 CY-20 CY	\$ 42.00	\$ 22.00	\$ 64.00
Dump Truck, 21CY-30 CY	\$ 52.00	\$ 22.00	\$ 74.00
Generator and Lighting	\$ 14.00	\$ 0.00	\$ 14.00
Grader w/ 12' Blade	\$ 82.00	\$ 22.00	\$104.00
Hydraulic Excavator, 1.5 CY	\$ 75.00	\$ 22.00	\$ 97.00
Hydraulic Excavator, 2.5 CY	\$100.00	\$ 22.00	\$122.00
Knuckleboom Loader	\$ 82.00	\$ 22.00	\$104.00
Laborer w/ Chain Saw	\$ 6.00	\$ 30.00	\$ 36.00
Laborer w/ small tools, traffic control, flag person	\$ 2.00	\$ 30.00	\$ 32.00
Lowboy Trailer w/ Tractor	\$ 72.00	\$ 22.00	\$ 94.00
Operations Manager w/ Cell Phone and Pickup	\$ 13.00	\$ 45.00	\$ 58.00
Pickup Truck, .5 Ton	\$ 12.00	\$ 22.00	\$ 34.00
Soil Compactor 81 HP+	\$ 60.00	\$ 22.00	\$ 82.00
Soil Compactor to 80 HP	\$ 45.00	\$ 22.00	\$ 67.00
Soil Compactor, Towed Unit	\$ 22.00	\$ 22.00	\$ 44.00
Truck, Flatbed	\$ 22.00	\$ 22.00	\$ 44.00
Tub Grinder, 800 to 1,000 HP	\$482.00	\$ 22.00	\$504.00
Water Truck	\$ 65.00	\$ 22.00	\$ 87.00
Wheel Loader, 2.5 CY, 950 or similar	\$102.00	\$ 22.00	\$124.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	\$120.00	\$ 22.00	\$142.00
Wheel Loader, 4.5 CY, 980 or similar	\$130.00	\$ 22.00	\$152.00
Wheel Loader-Backhoe, 1.0-1.5 CY	\$ 47.00	\$ 22.00	\$ 69.00

FEE SCHEDULE

UNIT COST

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1	6 inch diameter to 12 inch diameter	Stump	\$25.00
2	13 inch diameter to 24 inch diameter	Stump	\$175.00
3	25 inch diameter to 48 inch diameter	Stump	\$250.00
4	49 inch diameter and greater	Stump	\$350.00
5	Stump Fill Dirt – Fill dirt for stump holes after removal	CY	\$20.00
HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL			
6	6 inch diameter to 12 inch diameter	Tree	\$35.00
7	13 inch diameter to 24 inch diameter	Tree	\$150.00
8	25 inch diameter to 48 inch diameter	Tree	\$275.00
9	49 inch diameter and greater	Tree	\$400.00

NOTE:

The AUTHORITY reserves the right to use this contract to handle small quantities of debris removal, as needed, related to a disaster event that does not qualify for FEMA assistance. This will include any disaster event that produces small quantities of debris.

REMOVAL, AND TRANSPORTING OF DEBRIS TO AN APPROVED SWA DISPOSAL/RECYCLING FACILITY	
EQUIPMENT	DAILY RATE (10 HRS/DAY)
Knuckleboom Loader and Operator	\$120.00

The above daily rate shall include all associated costs (direct labor, overhead, profit, supervision, insurance).

SMALL BUSINESS ENTERPRISE (SBE) PLAN

CrowderGulf Joint Venture, Inc. is committed to the SBE Participation Plan and will make every effort to achieve the AUTHORITY'S goal through sub-contracting to SBEs.

In response to the Request for Proposal, RFP No. 17-204/SLB, CrowderGulf Joint Venture, Inc. provided a list of certified SBE sub-contractors who will be used on this Agreement.

Disaster Solutions, Inc.



Agreement No. 17-204 - Exhibit D



PUBLICLY OWNED DEBRIS MANAGEMENT SITES

SWA Temporary Debris Disposal Sites:

SITE	LOCATION
20-Mile Bend / Palm Beach Aggregates *	North side of Southern Boulevard approximately 4 miles west of Lion Country Safari
Belle Glade	West end of West Canal Street, South Belle Glade
Cholee Park	West of Jog Road on the south side of Forest Hill Boulevard across from the entrance to Okechee Park
Cross State Landfill	Pike Road, West Palm Beach
Dyer Landfill (Closed)	South of Beeline Highway on the west side of Haverhill Road
Hooker Highway *	South side of Hooker Highway approximately 1 mile west of the intersection of State Road 80 and 441
Mecca Farms	Approximately 1 mile north of Northlake Boulevard on the east side of Seminole Pratt Whitney Road
Palm Beach Downs	Approximately ¾ mile west of 441 on West Atlantic Avenue
SWA North Jog Road	Located on Jog Road, West Palm Beach
South County Regional Park	Take Glades Road west of 441 approximately 2 miles to Ponderosa Drive and turn north to the site
Wallis Road	Located on the north side of Wallis Road between Haverhill Road and Military Trail

* Private Sites used in the past.

Solid Waste Authority of Palm Beach County
Disaster Debris Removal and Disposal

SOLID WASTE AUTHORITY**OF PALM BEACH COUNTY**

7501 North Jog Road

West Palm Beach, Florida 33412

Telephone: 561-640-4000 • Fax: 561-640-3400



**TASK ORDER
DISASTER DEBRIS MANAGEMENT**

TO _____
Task Order No. _____

In accordance with _____ (Contractor) contract, with the Solid Waste Authority of PBC, Florida, (AUTHORITY) Agreement No. 17-204C for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated _____ the AUTHORITY hereby requests and authorizes the services to be performed on the project as described below:

Project: _____

Specific Work to be performed: _____

Duration of Work (Include Start Date, End Date and Total Calendar Days): _____

Method of Payment: _____

Estimated Cost of this Task Order: \$ _____

Contractor Signature: _____ Date: _____

AUTHORITY Signature: _____ Date: _____

SWA Use Only

SWA Requestor/Monitor: _____		Date: _____
SWA Dept. Director: _____		Date: _____
Vendor No.: _____	Account No.: _____	Project: _____
Purchasing: _____	Budget: _____	Accounting: _____

MOBILIZATION SCHEDULE

CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

	Category 1 & 2	Category 3	Category 4	Category 5
Within 24 hours	40%	25%	20%	15%
Within 48 hours	80%	40%	35%	25%
Within 72 hours	100%	75%	50%	45%
Within 96 hours		100%	70%	60%
Within 7 days			90%	80%
Within 10 days			100%	90%
Within 14 days				100%

BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the Contractor will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. Contractor will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. The Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the AUTHORITY prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, Contractor shall furnish invoices to document the costs of such material, and obtain the AUTHORITY'S written approval prior to incorporating the material into the project.

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____, Inc., as Principal and _____ a Corporation, as Surety, are bound to the Solid Waste Authority of Palm Beach County, hereinafter referred to as "Authority", in the sum of _____ Dollars (up to \$10,000,000), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, 20____ between Principal and Authority for Hurricane/Disaster Debris Removal, Reduction and Disposal, **Agreement No. 17-204C**, the Agreement being made a part of this bond by reference, in the time and in the manner prescribed in the Agreement, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, and;
3. Pays Authority all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Agreement, and;
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, and;
5. At completion of all work covered by Agreement and Final Payment by Authority to Principal then Principal will replace this Performance and Payment Bond with a Proposal Bond, in the amount of 5% of this Performance and Payment Bond, to be held by the Authority as a guarantee that Principal will provide to the Authority a Performance and Payment Bond in the amount of up to \$10,000,000 on the occasion of a subsequent Task Order in accordance with the above referenced Agreement;

then this bond is void; otherwise it remains in full force.

Surety shall be responsible for any and all liquidated damages imposed by the Authority for the referenced Agreement.

EXHIBIT I

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond. Any increase in the total Agreement amount as authorized by the Authority shall accordingly increase the Surety's obligation by the same dollar amount of said increase. CONTRACTOR shall be responsible for notification to Surety of all such changes.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL: _____

By: _____

Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

SURETY: _____

By: _____

Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

WITNESS:

1. _____

2. _____

WITNESS:

1. _____

2. _____

NOTE:

Date of Bond must not be prior to date of Agreement. If CONTRACTOR is a Partnership, all partners must execute bond.

IMPORTANT:

Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Authority.

From: Barbara Novello
To: [Teresa Lamar-Sarno](#)
Cc: [Barbara Novello](#)
Subject: Piggyback Hurricane Debris Removal Contract
Date: Wednesday, July 18, 2018 12:57:30 PM

Teresa,

The Agreement(s) for Hurricane/Disaster Debris Removal, Reduction and Disposal can be piggybacked as stated in Article 34 of the Agreement as follows:

The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.

I recommend you obtain a confirmation letter from the Contractor(s).

Should you have questions or require additional information please do not hesitate to contact me.

Have a wonderful day,

Barbara Novello

Contract Specialist
Purchasing Services

Solid Waste Authority of PBC
7501 North Jog Road
West Palm Beach, FL 33412
561-640-4000, x 4527
Fax: 561-640-3400
E-Mail: bnovello@swa.org

-----Original Message-----

From: Teresa Lamar-Sarno [<mailto:tsarno@indiantown.org>]
Sent: Monday, July 16, 2018 1:36 PM
To: Barbara Novello <bnovello@swa.org>
Subject: Village of Indiantown Piggyback Hurricane Debris Removal Contract

>>

>> Barbara,

>> Thank you for your time today. As a follow up to our conversation I wanted to inquire about the Village piggybacking off your contract for Emergency Debris Removal. Please let me know if SWA is comfortable with this request. Thank you in advance.

>>

>> Sent from my iPhone

Please note: Florida has a very broad public records law. Most communications to or from the Solid Waste Authority are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message may be subject to public disclosure.

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: August 23, 2018

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: RESOLUTION No. 038-2018 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN AMENDING AND READOPTING RULES OF PROCEDURE FOR THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY OF ITEM: At a recent meeting the Village Council concurred with the relocation of "Public Comment" on the Agenda, placing it closer to the beginning of the meeting, and before Comments from Council Members. This item accomplishes that.

RECOMMENDATION: Adopt Resolution No. 38-2018, as submitted.

PREPARED BY: P. Nicoletti DATE: 8/17/2018

REVIEWED BY: P. Nicoletti DATE: 8/17/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 8/17/2018

ATTACHMENTS:

Description

Res 38-2018 Amending the Village Council Agenda



RESOLUTION No. 038-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN AMENDING AND RE-ADOPTING RULES OF PROCEDURE FOR THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indiantown, Florida, has been duly elected on March 13, 2018, and sworn-in on March 21, 2018, and now desires to adopt rules of procedure for the effective and efficient conduct of its meetings; and

WHEREAS, the Village Council has had an opportunity over the past few months to conduct approximately 12 public meetings, and has determined that it would be appropriate to relocate "Public Comment" within the Agenda format.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. RULES OF PROCEDURE; ADOPTED. The following rules of procedure are hereby adopted for the conduct of village council meetings:

Section. 1. MEETINGS.

(a) Regular meetings. The village council shall hold regular meetings in the public meeting room, at the Indiantown Civic Center, 15675 SW Osceola Street, Indiantown, Florida, 34956, or at some other location within the village, which is accessible to the public, on the **2nd and 4th Thursday of each month commencing at 6:30 P.M.** When such day falls on a day observed by the village as a legal holiday, such meeting shall be held at the same hour and place on the next succeeding business day. Regular meetings may be canceled or rescheduled at the discretion of the village council provided there shall be at least one meeting each month.

(b) Special meetings. Special meetings of the village council shall be held at the Indiantown Civic Center, or at some other location within the village which is accessible to the public, as provided in Florida law.

Section. 2. AGENDAS.

RES. 038-2018 Village Council Rules of Procedure

(a) Agenda. The village manager shall prepare a written agenda, supplemented in writing as necessary, for all regular and special meetings of the village council. The form of the agenda shall be determined by the village manager as approved by the village council from time to time.

(b) Regular meetings agendas. The agenda for regular meetings shall include only such matters as may be recommended for consideration by the village manager or the village council. No matter shall be recommended by the village manager which has not been placed on the agenda, except in cases of an emergency or expediency, as determined by the village council.

(1). The agenda shall be approved by the village council at the appropriate time and location on the agenda, according to the headings set forth below in this section.

The agenda submitted by the village manager with or without addenda may be amended by the village council by the addition of new items prior to, but not after, approval of the agenda.

(2). All reports, communications, ordinances, resolutions, contract documents, or other matters which are to be submitted to the village council by the village manager shall be filed with the village manager no later than 5:00 P.M. on the Monday preceding the date of the regular meeting for inclusion on the agenda. This deadline may be waived at the discretion of the village manager.

(3). All items on the regular meeting agenda shall be placed under the following headings in the sequence shown:

Call to order

Invocation

Pledge of allegiance

Proclamations

Presentations

Comments by the public on Non-Agenda Items (3 minutes each)

Comments by village council members

Comments by the village manager

Approval of the agenda

Consent calendar

Quasi-judicial hearings (may also be in ordinances or resolutions, as appropriate)

First reading of ordinances

Second reading of ordinances

Resolutions

Motions

Discussion and deliberation

RES. 038-2018 Village Council Rules of Procedure

Announce Next Regular Village Council Meeting (Time, Date & Location)
Adjournment

- (4) Any item on the agenda may be taken out of order by majority vote of the village council.

(c) Special meetings. The agenda for a special meeting shall include only the subject matter for which a special meeting was called and public notice provided. Pursuant to Florida law the village council shall not consider any matter which does not appear on the agenda prepared for a special meeting.

(d) Distribution of Agendas. Each member of the village council, the village clerk, and the village attorney, as well as any news media requesting same, shall be provided a copy of the agenda as far in advance of the meeting as time will permit, that is, on the Friday before the next Thursday regular meeting. A reasonable number of extra copies of the agenda shall be provided for the public at the village council meeting.

Section. 3. ADDRESSING THE VILLAGE COUNCIL

(a) Persons Addressing. Any person desiring to address the village council shall first secure the permission of the presiding officer. Such person shall complete a form provided by the village clerk to identify the speaker and the agenda item to be addressed. In the discretion of the presiding officer, a person who has not completed a form may be allowed to address the village council.

(b) Persons Recognized. Each person recognized for the purpose of addressing the village council shall step forward to the podium and microphone and shall give his name for the record before commencing his remarks. Such remarks shall be limited in duration to three minutes unless a longer period of time is permitted by the presiding officer or by a majority of the village council.

(c) Form of Address. All remarks typically shall be addressed to the village council as a body and not to any particular village official, unless the context so requires. Questions asked of the village council may be deferred, or referred, or a response may be given, by the presiding officer. The village council may direct that a response be given by the village manager or village attorney.

(d) Decorum. Any person whose comments are irrelevant, redundant, or slanderous, or who becomes boisterous while addressing the village council, or while attending the village council meeting may be removed from the village council chambers at the direction of the presiding officer. A law enforcement officer or other person designated by the presiding officer, shall be the sergeant-at-arms of the village council meetings. The sergeant-at-arms

RES. 038-2018 Village Council Rules of Procedure

shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the village council meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms, or any of them present, to take appropriate and lawful action to maintain the order and decorum of the meeting.

Section. 4. VOTING BY THE VILLAGE COUNCIL

(a) Votes Required. All actions taken by the village council shall be by at least three (3) affirmative votes. Voting on ordinances, resolutions, and any matter regarding the expenditure of village funds shall be by roll call vote. All other motions may be approved without a roll call.

(b) Tie votes. Any motion which does not result in either three "aye" or three "nay" votes, or which results in a tie vote, or a 2-1, 2-0, 1-2, or 0-2 vote, shall be deemed a nullity. The matter on the floor shall remain open for further discussion for a reasonable time determined by the presiding officer, and for village council action by three affirmative votes. If the matter is not resolved by three affirmative votes, the matter shall be automatically placed on the next regular meeting agenda of the village council. No motion to "table" or "continue" is required.

Section. 5. PARLIMENTARY RULES

(a) Parliamentary Rules; generally. The village council may adopt, by resolution, additional parliamentary rules of procedure for the conduct of its meetings. However, it is the intent of this resolution that the village council shall generally be governed by Robert's Rules of Order for small meetings. This means that motions may be made by any member of the village council, including the presiding officer. It also means that a "second" requires support of the motion. It also means that any member of the village council wishing to speak on a motion must be recognized by the presiding officer, who is required to assure that each village council member wishing to be heard on a motion has such opportunity.

(b) Recognizing the public. Pursuant to Sec. 286.0114, F.S., members of the public shall be given a reasonable opportunity to be heard on every proposition before the village council, except as provided by law. The opportunity to be heard need not occur at the same meeting at which the village council takes official action on the proposition, if the opportunity occurs at a meeting that is during the decision-making process, and is within reasonable proximity in time before the meeting at which the village council takes the official action.

(c) Requirements don't always apply. The requirements in subsection (b) above do not apply to:

RES. 038-2018 Village Council Rules of Procedure

- (1). An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the village council to act;
- (2). An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- (3). A meeting that is exempt from s. [286.011](#); or
- (4). A meeting during which the village council is acting in a quasi-judicial capacity. This sub-section does not affect the right of a person to be heard as otherwise provided bylaw.

(d) Village Council determines conduct of its members. The Village Council shall be the sole determining body regarding the appropriate conduct of its members, except in the case of commission of a crime. As a body, and by affirmative vote of three members, the Village Council may “sanction” one of its members for inappropriate behavior, not conducive to the functioning of the village council. Notwithstanding the preceding, if a council member violates Florida criminal law, or willfully violates the Charter of the Village, he or she may be subject to normal criminal sanctions, including arrest, notice to appear, or other proceedings.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediate upon its adoption.

Council Member CLARKE offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member HERNANDEZ, and upon being put to a vote, the vote was as follows:

- ALL SIGNATURES ON NEXT PAGE -

RES. 038-2018 Village Council Rules of Procedure

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNÁNDEZ, COUNCIL MEMBER				

ADOPTED this 23rd day of August, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: August 23, 2018

MEETING TYPE: Regular Council Meeting

AGENDA ITEM TITLE: Indiantown Community Trust Fund program: Application and application process, Indiantown Community Trust Fund Assistance Program Description and Contract.

SUMMARY OF ITEM: In July of 1991 Martin County Board of County Commissioners entered into a planned unit development (PUD) agreement for the development of the Indiantown Cogeneration Project. A condition of the PUD agreement required the establishment of the Indiantown Community Trust Fund with the interest from the trust fund used for projects which benefit the Indiantown community and have a general synergy with the Indiantown Cogeneration Project. Martin County and Indiantown Cogeneration, L.P. then entered into a separate agreement that further defined the County as the trustee of the trust fund, and detailed the operating parameters of the trust.

According to the PUD condition and the trust fund agreement, the trust was established at the time of preliminary development plan approval. At the issuance of the first building permit the Indiantown Cogeneration L.P. presented Martin County with the check for one million dollars for deposit into the trust fund account. The trust fund has been accruing interest since October 21, 1992.

On May 24, 2018, the Council adopted Resolution No. 23-2018 which transferred the Indiantown Community Trust Fund was to the Village to administer and distribute funds.

This agenda item is prepared to adopt procedures, an application process, establish a application review committee and approve the contract between the grant recipient and Village.

RECOMMENDATION: Approve the FY 2019 Application for Project Funding from the Indiantown Community Trust Fund, Indiantown Community Trust Fund Assistance Program Description and Contract.

PREPARED BY: Teresa Lamar-Sarno, Village Manager

DATE: 8/15/2018

REVIEWED BY: P. Nicoletti

DATE: 8/16/2018

APPROVED BY: Teresa Lamar-Sarno

DATE: 8/16/2018

ATTACHMENTS:

Description

ICTF Contract

ICTF Description

ICTF Application

Resolution 023-2018

GRANT CONTRACT

This Contract made as of _____ 2018 by and between the Village of Indiantown, a municipal corporation of the State of Florida, (hereinafter referred to as the "Village") and _____, a not-for profit corporation authorized to operate in Florida, with a business address of _____ (hereinafter referred to as the "Recipient").

BACKGROUND:

1. Recipient has applied to the Village for a grant of money ("Grant") beginning October 1, 2018 and ending on September 30, 2019 ("Grant Period"), upon approval of the award on the terms and conditions set forth herein.
2. The Village has agreed to provide such Grant funds in the amount of \$_____ for the Grant Period on the terms and conditions set forth herein.

NOW, THEREFORE, in accordance with the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1.0 Disbursement and Use of Funds

- 1.1 Disbursements for the Grant Period will be made on a reimbursement basis only, in accordance with the schedule set forth in **Exhibit "A"** attached hereto and incorporated herein by this reference.
- 1.2 The Grant shall only be used for the purposes set forth in the Grant Application, attached as **Exhibit "B"** and incorporated herein by this reference.
- 1.3 The recipient shall maintain adequate internal fiscal controls in order to safeguard the Grant and Grant funds.
- 1.4 If the Recipient cannot use all or any portion of the Grant after the Grant has been disbursed, and the Grant Period has expired, all unused funds must be promptly returned to the Village.
- 1.5 On an annual basis, the Recipient shall submit to the Village either:
 - a) an Audit Report if grant funds exceed \$50,000;
 - b) a Review Report if grant funds are between \$25,000 to \$50,000 (or an Audit Report if available); or
 - c) a Compilation Report if grant funds are below \$25,000 as each of the foregoing terms is defined by the American Institute of Certified Public Accountants (AICPA).
- 1.6 In the event the Audit Report, Review Report, Compilation Report, or financial records reveal that the Grant funds were not used for the

purposes set forth in the Grant Application, then the Village may require the Recipient to return all unused funds and reimburse the Village for improperly used funds.

1.7 The Recipient shall maintain adequate records to fully document the use of the Grant funds for at least three (3) years after the completion of this Contract. The Village shall have access to books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the Village's expense, upon five (5) days prior written notice.

1.8 The Recipient shall comply at all times with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, the provisions of Chapter 119, Fla. Stat. (Public Records Law) and shall provide access to public records in accordance with Sec. 119.0701, Fla. Stat.

1.9 Reports: Performance Reports shall be submitted in substantially the same form as is later reasonably required by the Village Manager.

The recipient shall submit Performance Reports to the Village within fifteen (15) business days following: March 31, June 30, and September 30.

The recipient shall submit an Annual Performance Report, for the Grant Period by December 1.

1.10 Transfer Of Funds Between Budget Categories

Recipient may transfer funds between budget categories as long as the total amount of transfer (increase or decrease) does not exceed ten (10) percent of the total approved budget category, and the transfer is made to an approved budget line item.

1.11 Prior Written Approval Of Changes To The Contract

Recipients shall obtain prior written approval from the Village for the following changes to the items set forth in Exhibit B and failure to comply shall be cause for the Village to terminate this contract pursuant to Section 4.0 hereof:

- a. Change in project activities, or plans set forth in the approved Grant Application;
- b. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Village Manager.

- c. Under no circumstances can transfers of funds increase the total budgeted award. Transfers do not allow for increasing the quantitative number of items documented in any approved budget line item. (For example, equipment items in Operating Capital Outlay or Expense categories or staff positions in the Salaries and Benefits category.)

2.0 Indemnification

- 2.1 The Recipient hereby indemnifies and saves harmless and agrees to defend the Village, its agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any misconduct, negligent act, or omissions of the Recipient, its agents, servants or employees in the performance of services under this Contract.

3.0 Availability of Funds

- 3.1 The obligations of the Village under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Village Council of the Village of Indiantown.

4.0 Termination

- 4.1 This Contract may be terminated by either party in the event of a substantial failure by the other party to perform in accordance with the terms of the Contract upon thirty (30) days prior written notice.
- 4.2 In the event the Village terminates this Contract, the Recipient shall return all funds not used as of the date of termination to the Village within ten (10) calendar days.

5.0 Notices

- 5.1 Any notice, request, demand, consent, approval or other communication required or permitted by this Contract shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods:
 - (i) Hand delivery to the other party; or
 - (ii) Delivery by commercial overnight courier service; or
 - (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested.

5.2 For purposes of notice, the addresses are as follows:

Recipient:

Village:

Village Manager

Village of Indiantown

P.O. Box 398

Indiantown, FL 34956-0398

With a copy to:

Village Attorney

Village of Indiantown

P.O. Box 398

Indiantown, FL 34956-0398

5.3 Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered as the case may be if mailed.

6.0 Successors and Assigns

6.1 The Village and the Recipient each binds itself and its respective successors, administrators and assigns to the other party of this Contract and to the successors, administrators and assigns of such other party.

6.2 Neither party shall assign or transfer its interest in this Contract without the prior written consent of the other, which consent shall not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Village which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village or the Recipient.

7.0 Remedies, Choice of Law, and Enforcement Costs

7.1 This Contract shall be governed by the laws of the State of Florida and any and all legal action instituted because of this Contract shall be instituted in

Martin County, Florida.

- 7.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 7.3 If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the parties expressly agree that each party will bear its own attorney's fees.
- 7.4 The parties expressly and specifically waive the right to a jury trial as to any issues in any way connected to this Contract.

8.0 Nondiscrimination

The Recipient warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, national origin or ancestry.

9.0 Entirety of Contract

This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be based upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in written document executed with the formality and of equal dignity herewith.

10.0 Severability

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Contract, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

11.0 Captions

Captions in this Contract are included for convenience only and are not to be considered in any construction or interpretation of this Contract or any of this Contract Provision.

IN WITNESS WHEREOF, the parties have caused the execution of this Contract by their duly authorized officials as of the day and year first written above.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE

VILLAGE CLERK

SUSAN GIBBS THOMAS

MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

RECIPIENT

BY: _____

CORPORATE ACKNOWLEDGMENT (NON-PROFIT)

STATE OF FLORIDA)
 _____ COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____ 2017, by _____, as _____ of _____ a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced a driver's license issued within the past 5 years as identification.

NOTARY PUBLIC SEAL

Notary Public, State of Florida

EXHIBIT "A"

DISBURSEMENT SCHEDULE

Disbursement of funds in the amount of \$_____ to fund_____, will be made on a reimbursement basis only. Disbursement of funds will be made upon receipt of proof of payment or other receipts demonstrating expenditure of the amounts requested for reimbursement. Reimbursement may be requested no more than one time per month during the grant period.

EXHIBIT "B"

APPLICANT'S APPLICATION
(ATTACHED)

INDIANTOWN COMMUNITY TRUST FUND
ASSISTANCE PROGRAM FUNDING INFORMATION

October 2018

INDIANTOWN COMMUNITY TRUST FUND FUNDING INFORMATION ASSISTANCE PROGRAM

I. Introduction.

In July of 1991 Martin County Board of County Commissioners entered into a planned unit development (PUD) agreement for the development of the Indiantown Cogeneration Project. A condition of the PUD agreement required the establishment of the Indiantown Community Trust Fund with the interest from the trust fund used for projects which benefit the Indiantown community and have a general synergy with the Indiantown Cogeneration Project. Martin County and Indiantown Cogeneration, L.P. then entered into a separate agreement that further defined the County as the trustee of the trust fund and detailed the operating parameters of the trust.

According to the PUD condition and the trust fund agreement, the trust was established at the time of preliminary development plan approval. At the issuance of the first building permit the Indiantown Cogeneration L.P. presented Martin County with the check for one million dollars for deposit into the trust fund account. The trust fund has been accruing interest since October 21, 1992.

On May 24, 2018 with the Village Council adopt Resolution 23-2018 accepting the transfer of, the Indiantown Community Trust Fund to the Village to administer and distribute funds.

The PUD condition and the separate Indiantown Community Trust agreement specified the creation of a Special Advisory committee. The committee reviews applications for proposed projects and makes recommendations for funding for the projects from the accrued interest of the trust fund subject to final approval by the Village Council. The committee must annually prepare a prioritized list of proposed projects to be funded by the income of the trust fund.

The committee consists of two members from Indiantown Cogeneration, L.P., one Council Member, and four members from the Indiantown community. At least one of the four community members must be from Booker Park and one of the four must be from Indianwood.

II. Procedures for Applying for Assistance from the Indiantown Community Trust Fund.

A. Eligibility.

Applicants may be private non-profits, for profit entities, community associations or governmental entities.

B. Amount of Funding Available.

Projects may be funded from the interest. Approximately \$10,000 will be available for the 2019 fiscal year but will be limited for this round of applications.

C. Availability of Applications.

Application for funding must be made on the attached application form. Applications are available at the following locations:

Elisabeth Lahti Library, 15200 SW Adams Avenue and Indiantown Chamber of Commerce, 15935 SW Warfield Blvd. in Indiantown, Florida; at the Village Offices locate at 65550 SW Warfield Blvd. open Thursdays and Fridays 9:00 AM-5:00 PM. The application and instructions can also be found on the web site under “Documents” at www.indiantown.org

Applications will be taken once per year.

D. Submittal of Applications.

All applications are due on Friday, October 26th. Applications must be received by 4:30 PM on the due date.

Three copies of the application must be submitted. One must contain original signatures.

Applications must be submitted to the Village Office located at 65550 SW Warfield Blvd., Indiantown, FL open Thursdays and Fridays 9:00 AM-5:00 PM.

Applications can be emailed to the Village Clerk at cwhite@indiantown.org.

Proposals received after the deadline will be ineligible for funding.

III. General Provisions.

A. Criteria for Awards.

The trust income shall be used solely for projects benefiting Indiantown. Trust funds may not be used for capital facilities projects ordinarily funded by Village of Indiantown or for any contribution to the Florida Power and Light Company Educational/Vocational Training Program. The availability of funding is dependent upon the amount of interest that has accrued to the trust fund during the previous County fiscal year.

B. Public Notice and Advertisement of Availability of Funds.

The availability of the Trust Fund Assistance Program will be advertised in a newspaper of general circulation. The advertisement will state the nature of the program and solicit proposals.

C. Selection of Fund Recipients.

The Indiantown Community Trust Fund Special Advisory Committee will review all applications received by the application deadline. The Committee will rank all proposed projects and prepare a prioritized list of projects for funding from the accrued interest of the trust fund. The committee may include on its list of prioritized projects a recommendation to set aside funds to accumulate funds over several years for a project that will require an expenditure of funds greater than one year's interest amount. The committee shall submit the list to the Village Council (trustee).

The Village Council will review the prioritized list and choose project(s) to receive funding. Any project(s) selected by the Village Council must be on the prioritized list. No later than ninety (90) days from the receipt of the prioritized list, the Council must notify the Committee of the project(s) to be funded. The Village Council may reject all the proposed projects on the list submitted by the committee. If the Village Council does not utilize all the available funding in one year, the Village shall make its best effort to use the accumulated funds the following year.

Applicants who do not receive an award will be notified regarding the reasons for the denial and will be allowed an opportunity to reapply during the next funding cycle.

D. Non-discrimination Policy.

Village of Indiantown, its agents, contractors, and subgrantees, whether municipality, non-profit organization or for-profit entity shall not deny assistance to or exclude from participation any person or entity based on race, creed, religion, color, age, sex, family status, national origin or handicap.

E. Contractual Requirements for Recipients.

Applicants who receive an award (subgrantees) will be notified regarding the contractual procedures to be followed. The Village and the subgrantee will enter into a grant agreement for the proposed funding. The individual agreement will be subject to Council approval.

All agents, contractors and subgrantees of the Village Council receiving interest from the Indiantown Community Trust Fund must comply with the Indiantown Community Trust Fund agreement between the Indiantown Cogeneration, L.P. and Martin County. The Village Council will include language in each contract and subcontract to contractually commit each agent, contractor and subgrantee to compliance.

F. Provision for Revenues Interest.

Revenues accruing from the funds must be retained in the Trust Fund for further use according to stated purposes of fund, unless Village Council grants use of the funds in accordance with the requirements of this program.

G. Administrative Provisions.

If, at any time, the applicant (contractor or subgrantee) is unable to comply with any provision of this program, the Village Council shall be notified immediately for guidance, direction and assistance, if necessary.

**APPLICATION FOR PROJECT FUNDING
FROM
THE INDIANTOWN COMMUNITY TRUST FUND
2018**

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION I**

ADMINISTRATIVE INFORMATION

1. APPLICANT:

Organization: _____

Name
(Executive Director or President): _____

Address: _____

E-mail: _____

Telephone: _____

Fax No.: _____

Tax Exempt No.: _____
(if applicable)

2. CONTACT (if different from above)

Name _____

Title: _____

Telephone: _____

E-mail: _____

3. CHIEF FINANCIAL OFFICER (if different from above)

Name: _____

Address: _____

E-mail _____

Telephone: _____

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION II**

PROJECT IDENTIFICATION

This section must describe the specific project proposed for funding. Describe how the proposed project will benefit the Indiantown community.

Start below (use continuation pages if necessary).

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION III**

BUDGET SUMMARY

Requested Village Funding

\$ _____

Other Funding (if any)

\$ _____

In-kind (if any)

\$ _____

Total Project

\$ _____

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION IV**

**PROJECT BUDGET SCHEDULE
(LINE ITEM BUDGET)**

This section must specifically identify how funds will be allocated (i.e., benefits, rent, utilities, office supplies, etc.). Can this project proceed as designed if the full amount of funding requested from the Indiantown Community Trust Fund (ICTF) is not available? Can the project proceed with a reduced scope if only partial funding of the amount requested from the ICTF is available?

NOTE: Funding is in the form of reimbursement for funds spent during the term of the contract and for costs directly related to the project described in your application.

Start below (use continuation pages if necessary).

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION V**

ORGANIZATIONAL

Describe the organization and attach a copy of pertinent documents, including a certified resolution by the Applicant's Board of Directors authorizing submission of the grant applicant and receipt of grant funds if awarded.

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND
SECTION VI
STATEMENT OF ASSURANCES**

As a part of the application and as a part of acceptance and use of Village funds, the applicant shall:

1. Possess legal authority to apply for the assistance, that the application has been approved by the applicant's governing body, including all assurance contained herein.
2. Utilize Indiantown Community Trust funds, to benefit the Indiantown community.
3. Submit copies of executed grant contracts when match funds are requested. In addition, advises the Village and provides copies of each amendment to grant agreements.
4. Agrees it possesses the sound fiscal control and fund accounting procedures necessary to assure the proper disbursement of an accounting for Village funds.
5. Permit and cooperate with Village, County, State and Federal investigations designed to evaluate compliance with the law.
6. Attest that the application and its various sections, including budget data are true and correct. Information contained in this application accurately reflects the activities of this agency and that the expenditures or portions thereof for which Village funds are being requested are not reimbursed by any other source.
10. Provide an organizational chart of the Board of Directors and Administrators, including their names and offices or position held, as part of the application.
11. The application will become an Exhibit to the Agreement between the Council and the applicant.

**APPLICATION FOR PROJECT FUNDING
FROM THE INDIANTOWN COMMUNITY TRUST FUND**

AGENCY AUTHORIZED OFFICIAL:

NAME: _____
(Type Name)

TITLE: _____
(Type Title)

SIGNATURE: _____

DATE: _____

STATE OF FLORIDA
VILLAGE OF INDIANTOWN

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ on behalf of the corporation. He or she is personally known to me or has produced _____.

NOTARY PUBLIC

Name:

State of Florida at Large

My Commission Expires:



RESOLUTION No. 023-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA, APPROVING THE ASSIGNMENT OF THE INDIANTOWN COMMUNITY TRUST AGREEMENT, AND ACCEPTANCE OF THE DESIGNATION AS TRUSTEE; PROVIDING DIRECTIONS TO THE MAYOR AND VILLAGE CLERK; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER PURPOSES.

WHEREAS, the Village of Indiantown is a newly established municipality in Martin County, Florida and has commenced business on March 21, 2018; and

WHEREAS, the Indiantown Community Trust Agreement created by Indiantown Cogeneration, L.P. a Delaware Limited Partnership, by instrument dated July 23, 1991 (the "Trust") was made with the Martin County Board of County Commissioners; and

WHEREAS, with the inception of the Village of Indiantown, it is proper to have the Village of Indiantown as Successor Trustee, as provided in Article 10 of the Trust agreement; and

WHEREAS, on April 25, 2018, the Martin County Board of County Commissioners made its Assignment of Indiantown Community Trust Agreement to the Village of Indiantown.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. ASSIGNMENT OF TRUST APPROVED. The Village Council of the Village of Indiantown, Florida hereby approves and accepts that certain "Assignment of Indiantown Community Trust Agreement by Martin County Board of County Commissioners to Village of Indiantown and Acceptance of Assignment and Designation as Trustee by Village of Indiantown" Approved by the Board of County Commissioners on April 25, 2018, a copy of which is on file in the Office of the Village Clerk.

SECTION 2. DIRECTIONS TO MAYOR AND CLERK. The Mayor and Village Clerk are hereby directed to execute that certain "Acceptance of Assignment of Trustee under the Indiantown Community Trust Agreement dated July 23, 1991 made by Indiantown Cogeneration, L.P., a Delaware Limited Partnership, return an original to the Martin County Board of County Commissioners, attached hereto as Exhibit "A."

RES. 023-2018 APPROVING THE ASSIGNMENT OF THE INDIANTOWN COMMUNITY TRUST AGREEMENT, AND ACCEPTANCE OF THE DESIGNATION AS TRUSTEE

SECTION 3. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

Council Member DOWLING offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member HERNANDEZ, and upon being put to a vote, the vote was as follows:

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR	X			
GUYTON STONE, VICE MAYOR	X			
JACKIE GARY CLARKE, COUNCIL MEMBER	X			
ANTHONY J. DOWLING, COUNCIL MEMBER	X			
JANET HERNANDEZ, COUNCIL MEMBER	X			

ADOPTED this 24th day of May, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: August 23, 2018

MEETING TYPE: Bonnie Landry

AGENDA ITEM TITLE: COMPREHENSIVE PLAN: PUBLIC INVOLVEMENT PLAN (PIP)

SUMMARY OF ITEM: At the August 15, 2018 meeting of the Comprehensive Plan Review Committee (CPR), the Committee reviewed the Draft Public Involvement Plan (PIP) for the Village of Indiantown Comprehensive Plan. The Planning Consultant presented the draft, and heard comments from the committee and the public. One change was recommended to add graphic representation of the timeline for the first series of public meetings. The Committee voted unanimously to approve the draft with this change and recommended that the Village of Indiantown Council approve the updated draft of the PIP.

RECOMMENDATION: Adopt a Motion to approve the Public Involvement Plan for the Comprehensive Planning process.

PREPARED BY: Bonnie Landry, AICP

DATE: 8/15/2018

REVIEWED BY: P. Nicoletti

DATE: 8/17/2018

APPROVED BY: Teresa Lamar-Sarno

DATE: 8/17/2018

ATTACHMENTS:

Description

Draft PIP



Photo by Joe Szurszewski (CC BY-NC 4.0) Copyright 2013 American Planning Association

DRAFT* Public Involvement Plan 2018

Indiantown Comprehensive Plan

Prepared by

Bonnie C. Landry & Associates, P.A. Stuart, FL

Mayor Susan Gibbs Thomas

Vice Mayor Guyton Stone

Council Member Jackie Gary Clarke

Council Member Anthony Dowling

Council Member Janet Hernández

Village Manager Teresa Lamar-Sarno

Village Attorney Paul Nicoletti

Introduction

On December 31, 2017, the Village of Indiantown was born. Through the efforts of many interested parties, Indiantown, Florida making it the 412th municipality in the state of Florida. Developing a Comprehensive Plan is one of the first State-mandated requirements. This Comprehensive Plan will be the blueprint for how Indiantown will evolve longterm and reflect the desires and goals of its residents. Florida State Statute 163.3167 requires the Comprehensive Plan to be adopted by the Village Council and accepted by the Department of Economic Opportunity no later than December 31, 2020. The Comprehensive Plan is the governing document which provides meaningful and predictable standards for the use and development of the land within the Village of Indiantown. Because of the impact of this to the residents, it can only and be developed through thoughtful engagement of the Village's citizens throughout the process. This will ensure it reflects the wishes and desires of not just a few but considers many views.



Photo by Joe Szurszewski (CC By-NC 4.0) Copyright 2014 American Planning Association

Overview

Public involvement is an integral component of the Comprehensive Plan development process to ensure that the long-range plan for the municipality directly reflects the goals, objectives and vision of its residents and future residents. The most effective way to ensure this involvement is to provide a multitude of opportunities and methods to include input from every demographic represented in the community. In order to reach the multitude, it is important to meet the citizens on their turf. Therefore, it is vital to hold the public workshops in the various neighborhoods, bringing the meetings to the public rather than having the public congregate at one centralized location. In addition, it is vital to provide various communication methods in order to accommodate various learning styles recognizing there are so many ways that humans synthesize and process information. In facilitating these meetings, it is important to fully understand the audience and prepare accordingly. The best practice is to look beyond the “usual suspects” and make a concerted effort to reach out to the residents who may not have the time to attend Village Council meetings. It is also important to involve agencies and not for profits who serve these residents as they know first hand the needs of this community.

The public will participate in the comprehensive planning process “to the fullest extent possible.”
FSS 163.3181

Not only is public involvement important to assure the Comprehensive Plan reflects the community vision, but it is also mandated by the State of Florida.

FSS 163.3181 – The public will participate in the comprehensive planning process “to the fullest extent possible.” (The local government will provide effective public participation in the comprehensive planning process and provide real property owners with notice of all official actions that regulate their property.) The Florida Legislature intended that the Comprehensive Plan would be a living document – capable of adjusting to changing growth management issues that develop over time. The legislature further intended to empower residents of a community to participate at all levels of the comprehensive planning and land development process.

In recognition of the time needed to prepare a proper document, the Village Council appointed a seven-member committee known as the Comprehensive Plan Review Committee (CPR) to navigate the process and set realistic goals and objectives. It is important to recognize that as an appointed board, the CPR must abide by the Sunshine Law at all times and never discuss matters that may come before them with one another. The Village Attorney provided an informative training to each of the committee members at the first meeting regarding this responsibility.

Project Navigators -Comprehensive Plan Committee (CPR)

The Village of Indiantown appointed citizens to guide the Comprehensive Plan process who will serve throughout the process and provide valuable recommendations for the elected officials to consider. This seven-member team is comprised of one appointee per Council member and two at-large members.

Michael Garrett	Appointed by Mayor Susan Gibbs Thomas
Roger Bulmer	Appointed by Vice Mayor Guyton Stone
Veverly Gary-Hamilton (Chair)	Appointed by Jackie Gary Clarke
Scott Watson	Appointed by Anthony Dowling
Maria Rosado	Appointed by Janet Hernández
Kevin Powers	At Large Appointee
Milton Williams	At Large Appointee

As appointed by an elected body, these members must abide by Florida Sunshine Law and have been trained accordingly.

Purpose

The purpose and intent of the Comprehensive Plan is to provide the principles, guidelines, standards and strategies for orderly and balanced future economic, social, physical, environmental and fiscal development of the Village of Indiantown that reflects the community commitments to implement the plan and each of its elements. In order to ensure this, it is vital that the public involvement process include numerous opportunities for the public to discuss and participate in the establishment of the goals, objectives and policies of the Village of Indiantown Comprehensive Plan. This outreach process will be inclusive of all ages, abilities, cultures and socioeconomic classes. As a general rule, plans that are developed with a broad set of stakeholders involved result in a better-quality plan that is used more often and stands the test of time.

This outreach process will be inclusive of all ages, abilities, cultures and socioeconomic classes.

To that end, the first document to be approved in this process is the Public Involvement Plan. This plan will provide a roadmap to the CPR and provide strategies to listen to stakeholders and goals to move forward toward the adoption of the Comprehensive Plan. When public engagement is done properly, diverse views are evaluated; compromise on each party is made; and the document is one that most can embrace. To accomplish this, the facilitator and the committee must be proactive to protect against the pitfalls to balanced input. The following table includes a list of common roadblocks to a successful public engagement and strategies to prevent them.

Typical Pitfalls

Strategy

<p>Audience members who are timid to participate because they do not understand concepts or purpose</p>	<ul style="list-style-type: none"> ● Avoid acronyms and jargon ● Effective use of visual aids ● Workshop with small group format ● Utilize multiple communication channels (talking sessions, comment cards, easels, etc.) ● Provide translation to speakers of other languages
<p>Vocal community leaders who dominate the discussion or have hidden agenda</p>	<ul style="list-style-type: none"> ● Strong facilitator ● Small groups ● Time limits ● Sign in sheets include home or agency address to assure that those engaged live in the Village of Indiantown or provide services to who do
<p>Lack of involvement</p>	<ul style="list-style-type: none"> ● Utilize multiple media outlets to advertise (proper meeting notice) ● Provide meeting locations within established neighborhoods ● Collect demographic data of participants to ensure that all aspects of the community are represented ● Acknowledgement and consideration of public comments
<p>Lack of transparency</p>	<ul style="list-style-type: none"> ● Extensive data ● Provide project website kept up to date with meeting information and documents as they are drafted ● Adequate project budget for public relations support and follow up to with the public to confirm initial conclusions align with public desires ● Provide appropriate review and comment periods

Project Goals

- All stakeholders of the Comprehensive Plan have the ability and opportunity to express their desires for the long-term goals, objectives and policies of the Comprehensive Plan.
- The Indiantown Community will be informed throughout the process.
- The traditionally underserved population will be engaged.
- The public will understand the plan action items
- The Final Comprehensive Plan will accurately reflect the entire community's vision for the Village of Indiantown.

Stakeholders

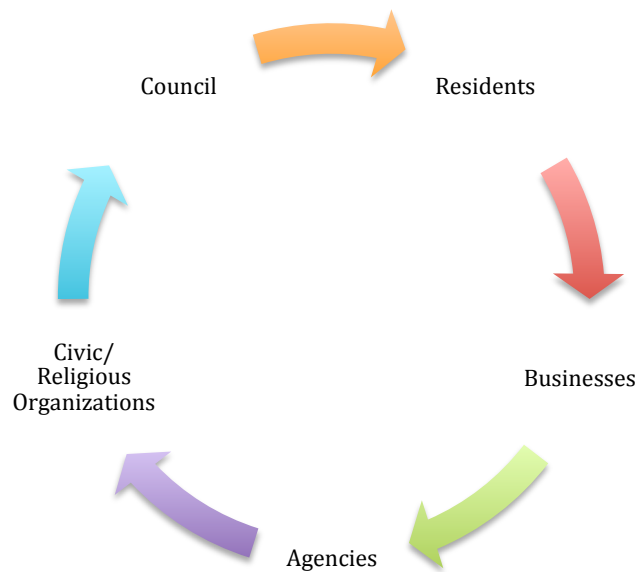
Public involvement is inclusive of all decision-makers and stakeholders. It includes as many groups and individuals as possible, especially those who will be most affected. The Public Involvement Plan defines the stakeholders as:

- Village Council
- Residents (General population, persons over 65 years old, low income, disabled, youth)
- Business and property owners
- Not for profit agencies who provide services to Village residents
- Civic and religious organizations
- State agencies

Effective public involvement builds credible and trusting relationships between agencies and with the community. To accomplish this, ongoing communication among the stakeholders is vital.



Successful planning brings diverse viewpoints and values to the surface early in the decision- making process. This includes activities and actions that both inform and involve the public, so they can help influence decisions that affect their daily lives and the lives of future Village of Indiantown residents.



Title VI and Executive Order 13166

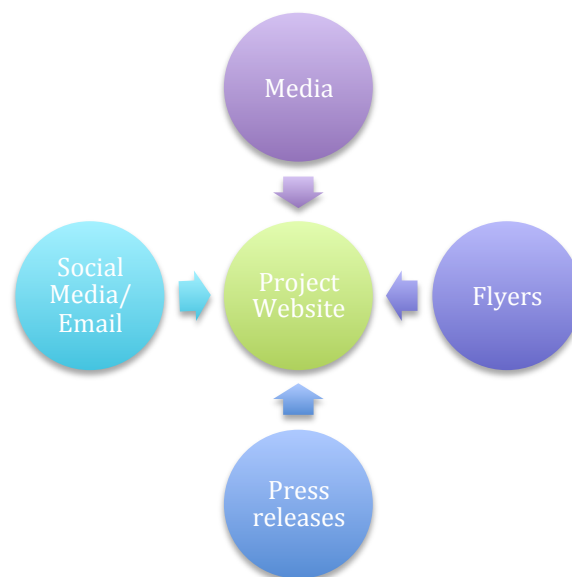
The Village Council of the Village of Indiantown (the “Village”) recognizes the community “need” of reaching out to all ages, abilities, cultures, and socioeconomic groups as we prepare and adopt our first Comprehensive Plan. In addition, the Village intends to comply with Presidential Executive Order 13166 regarding access for those persons with “limited English proficiency” to the extent that is reasonable for the Village. This Executive Order was written to prevent discrimination which results from a person’s inability to communicate due to a limited proficiency in the English language. It is important to know this Executive Order did not intend to unduly burden local governments. When considering the need for translation services, the Village will provide those services as the need develops and is identified.

Outreach tools

The most appropriate outreach tools are used for each audience. It is essential to know and understand the community to develop the most appropriate outreach techniques and establish evaluation measures.

In order to accomplish effective communication, numerous channels will be used to reach the most people. The Project website will be the central repository for draft documents. Social media and other tools will be used to direct the audience to the project website. These communication channels which will include but not be limited to:

- Project website
- Local media (print, radio, TV)
- Social Media
- Flyers posted in key locations (Library, churches, businesses)
- Video with facts about the process and frequently asked questions
- Press Releases
- Email



Documentation

Documentation lets members of the public know their comments and concerns have been heard. It ensures that commitments are carried throughout all phases of the project. This ongoing documentation shows that a process was used in evaluating alternatives and determining the solutions. Therefore, meticulous record-keeping must be maintained throughout the planning process and made available for public inspection via the project website and the Village of Indiantown Administrative Offices.

Community Workshops

Public Workshops will be provided throughout the community to vet the draft document and gain consensus among the stakeholders. The aim of this series of meetings will be to bring the meeting to the stakeholders rather than conducting them in one centralized location. The format will be small group table-top discussions. A scribe will be appointed at each table to document the key discussion points. The projected meeting schedule is:

- December 2018: Goals, Objectives, Policies
- January 2019: Future Land Use
- January 2019: Intergovernmental Coordination; Capital Improvement Plan and Infrastructure elements
- February 2019: Housing and Transportation
- February 2019: Conservation, Recreation and Open Space
- March 2019: Draft Comprehensive Plan and Maps

Timeline

Although the State deadline for the completion of this document is December 31, 2020, the Council directed staff to move this process along in a timely manner. Based upon the steps leading up to adoption, the following timeline is provided. This timeline may change as needed based upon the recommendation of the Village Manager and/or the Comprehensive Plan Review Committee and the approval of the Village Council.

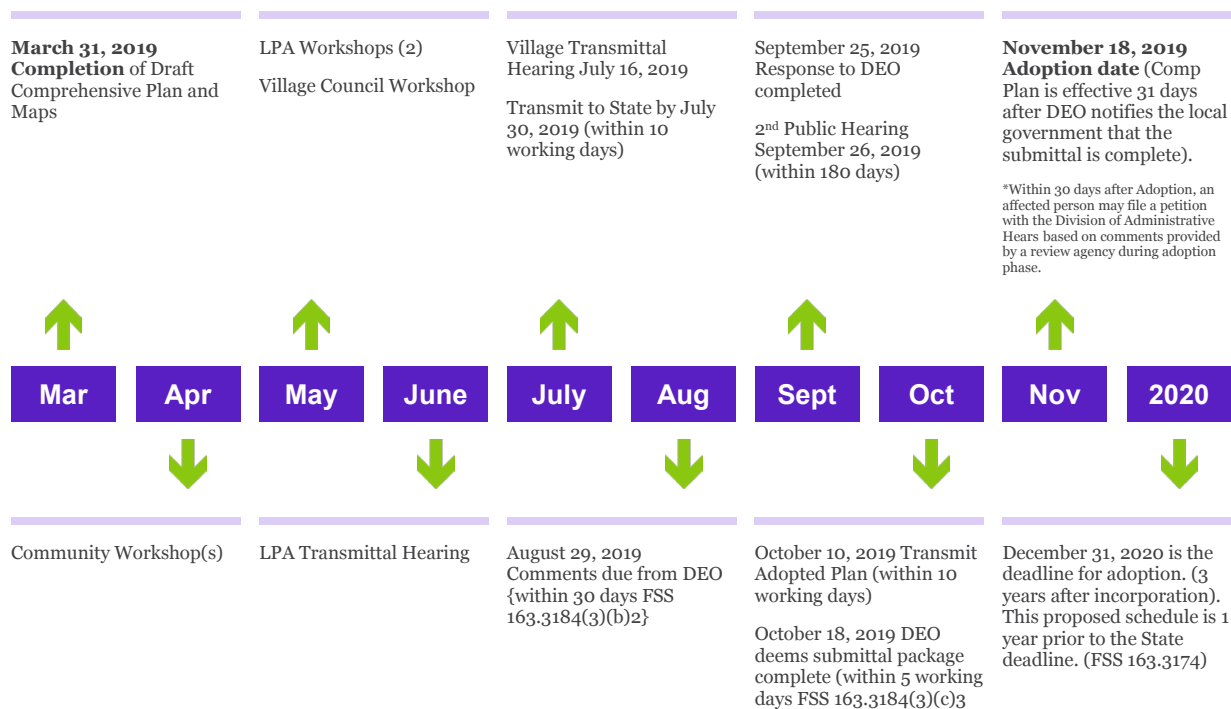
Project Schedule and Milestones

Draft Document & Series I Community Workshops



Public Workshops will be provided throughout the community to vet the draft document and gain consensus among the stakeholders. The format will be small group tabletop discussions. A scribe will be appointed at each table to document the key discussion points.

Steps from draft to adoption



Sources and References

FDOT Public Involvement Handbook December 2011 and July 2915

ILG is the nonprofit 501(c)(3) research and education affiliate of the League of California Cities and the California State Association of Counties.

National League of Cities

American Planning Association

The United States Department of Justice

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETINGDATE: August 23, 2018

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: RESOLUTION No. 034-2018 APPROVING A VILLAGE ATTORNEY CONTRACT WITH WADE C. VOSE OF THE VOSE LAW FIRM, LLP; AND PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY OF ITEM: On August 14, 2018, the Village Council interviewed 3 of the 8 applicants for the position of Village Attorney being vacated by the retirement of Paul J. Nicoletti. At the conclusion of the interviews, the Village Council held a Special Session at the Indiantown Civic Center at 4:00 PM. At that meeting the Village Council voted 5-0 to enter into a contract with the Vose Law Firm, LLP, and appoint Wade C. Vose as Village Attorney.

This item adopts the contract proposed by Mr. Nicoletti and which is acceptable to Mr. Vose. It features a flat rate of \$12,000 per month, for representation of the Village, with the exception of General Bond Counsel and Insurance Defense work... both of these are highly specialized, and not in the scope of normal municipal representation.

RECOMMENDATION: Adopt Resolution No. 034-2018, as submitted.

PREPARED BY: P. Nicoletti DATE: 8/17/2018

REVIEWED BY: P. Nicoletti DATE: 8/17/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 8/17/2018

ATTACHMENTS:

Description

Res 34-2018

Wade - Village Attorney Contract



RESOLUTION No. 034-2018

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF INDIANTOWN, FLORIDA APPROVING A
CONTRACT FOR SERVICES WITH A VILLAGE ATTORNEY;
PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER
PURPOSES.**

WHEREAS, pursuant to Section 5(2), Chapter 2017-195, Laws of Florida, which is the Charter of the Village of Indiantown, Florida, there shall be a Village Attorney who shall be the chief legal advisor of the Village; and

WHEREAS, such village attorney shall serve at the pleasure of the village council, and shall carry out the duties and responsibilities provided by law and by act of the village council.

NOW, THEREFORE BE IT RESOLVED, by the Village Council of the Village of Indiantown, Florida, as follows:

SECTION 1. VILLAGE ATTORNEY; CONTRACT APPROVED. The Village Attorney Contract with Wade C. Vose, Esquire of the Vose Law Firm, LLP., attached hereto as Exhibit "A" is hereby approved.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption. However, the Contract shall take effect on September 1, 2018.

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

--ALL SIGNATURES ON NEXT PAGE --

RES. 034-2018 APPROVING VILLAGE ATTORNEY CONTRACT

VILLAGE COUNCIL	YES	NO	ABSENT	ABSTAIN
SUSAN GIBBS THOMAS, MAYOR				
GUYTON STONE, VICE MAYOR				
JACKIE GARY CLARKE, COUNCIL MEMBER				
ANTHONY J. DOWLING, COUNCIL MEMBER				
JANET HERNÁNDEZ, COUNCIL MEMBER				

ADOPTED this 23rd day of August, 2018.

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

VILLAGE OF INDIANTOWN, FLORIDA

VILLAGE ATTORNEY CONTRACT

IN CONSIDERATION of the mutual agreements and promises herein, the **VILLAGE OF INDIANTOWN**, Florida, a municipal corporation ("Village"), contracts for legal services with WADE C. VOSE, of the Vose Law Firm, LLP, Winter Park, Florida ("Vose") as **Village Attorney**, on an "at will" basis, beginning on September 1, 2018, and terminating or expiring as provided herein.

1. **LEGAL REPRESENTATION AND PROFESSIONAL FEE.** As Village Attorney, Vose shall use his best efforts to represent the Village, and he shall be responsible directly to the Village Council as provided in the Village Charter, and he shall work with the Village Manager, Village staff, and consultants, as required by the Village Council, and in accordance with applicable laws and ordinances. Vose estimates that he will spend not less than 60 hours per month on Village business. Upon the Effective Date, Vose shall provide all legal services for the Village of Indiantown including general legal services, attendance at meetings, litigation, local bond counsel work, labor and employment law, and representation of its enterprise funds, but not including insurance defense and general bond counsel work, for the monthly retainer of \$12,000 per month, (\$144,000 per year). Out of pocket costs (such as court filing fees, and court reporter fees), will be billed at cost, with no mark-up or multiplier. There will be no separately billed copying charges unless copies are made through a third party copying firm, and if needed, that will be cleared in advance with the Village Manager. There will be no charge for travel time, telephone, facsimile or word processing charges, and no charge for Westlaw, Lexis, or other legal research fees. No "overhead factor" will be charged.
2. **VEHICLE.** Vose agrees to utilize his personally owned or leased vehicle in the performance of Village Attorney duties, at no extra charge to the Village.
3. **NON-EXCLUSIVE CONTRACT.** The parties agree that this is a non-exclusive Contract and Vose may accept any and all non-conflicting legal representations. Vose affirmatively discloses to the Village that he serves as a general counsel for several municipalities in Florida, and that this in no way will prevent him from performing his role as Village Attorney, or from negotiating with Martin County for County-provided services.
4. **SUBSTITUTE LEGAL COUNSEL.** This Contract is for legal services, and it may not be sub-contracted, assigned, or transferred by Vose, except that Vose, may

VILLAGE of INDIANTOWN, Florida
Wade C. Vose - Village Attorney Contract

occasionally provide for temporary substitute counsel for the Village, from within his law firm, or in the event that his law firm is conflicted out of representing the Village on a given matter, he may substitute suitable counsel at customary hourly rates, due to the rare event of a conflict of interest, or conflict of time or day. Such appointment of substitute counsel may be canceled by the Village Council at any time.

5. **TERMINATION.** The Village Council may terminate this Contract without cause at any time, upon 30 days notice. Vose may voluntarily terminate this contract upon at least 45 days written notice, and he shall be paid for all billable time outstanding on a pro rata basis.
6. **MISCELLANEOUS.** This Contract is the entire agreement between the parties, and no prior oral or written agreement shall supersede it. This Contract may be amended only in a writing approved by each party. This Contract is not intended to be an employment contract or to confer the status of "employee" upon Vose. Vose understands and agrees that the Contract is "performance-based" meaning that Vose will set the dates, times, and hours of operation and performance, with the understanding that public meetings and availability to the Village Council and staff are a priority of the Village Council. Vose understands and agrees there are no employment benefits associated with this Contract, and Vose shall be responsible for the payment of all taxes related to the income derived from this Contract.
7. **EFFECTIVE DATE.** Notwithstanding the date the Contract is signed or approved by the Village Council, it shall become effective as of 12:01 AM on September 1, 2018.

IN WITNESS WHEREOF, the Village and Vose have executed this contract on the 23rd day of August, 2018.

Vose Law Firm, LLP

WADE C. VOSE, Fla. Bar No: 685021
General Partner

VILLAGE of INDIANTOWN, Florida
Wade C. Vose - Village Attorney Contract

ATTEST:

VILLAGE OF INDIANTOWN, FLORIDA

CHERIE WHITE
VILLAGE CLERK

SUSAN G. THOMAS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

PAUL J. NICOLETTI
VILLAGE ATTORNEY

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: August 23, 2018

MEETING TYPE: Bonnie Landry

AGENDA ITEM TITLE: DETERMINE LOCAL PLANNING AGENCY SCHEDULE; AND AMEND
LAND DEVELOPMENT CODE TO PROVIDE FOR VILLAGE LOCAL
PLANNING AGENCY

SUMMARY OF ITEM: At the May 10, 2018 meeting, the Council recommended that the Local Planning Agency consist of 7 members: the five (5) Council Members, one member from the public and one appointee from the Martin County School District. In order to solicit the appointee from the School District, the Council must recommend a meeting schedule. In addition, the Land Development Code Section 9.3 and Section 10.4 should be amended to reflect the LPA for the Village of Indiantown. In looking at the calendar, staff would recommend the Village Council consider meeting as the LPA on the first Thursday of each month. **However, other dates could be discussed if this date would not work for the majority of the members.**

RECOMMENDATION: Adopt a Motion to approve a Meeting Schedule, and direct staff to bring back an amendment to the Land Development Code Section 9.3 and 10.4 in order to reflect the inclusion of the Village of Indiantown.

PREPARED BY: Bonnie Landry DATE: 8/15/2018

REVIEWED BY: P. Nicoletti DATE: 8/17/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 8/17/2018

ATTACHMENTS:

Description

Proposed Calendar

2018

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5		3	4	5	6	7	8
8	9	10	11	12	13	14	6	7	8	9	10	11	12		10	11	12	13	14	15
15	16	17	18	19	20	21	13	14	15	16	17	18	19		17	18	19	20	21	22
22	23	24	25	26	27	28	20	21	22	23	24	25	26		24	25	26	27	28	29
29	30						27	28	29	30	31									30

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4			2	3	4	5	6	7
8	9	10	11	12	13	14	5	6	7	8	9	10	11		9	10	11	12	13	14
15	16	17	18	19	20	21	12	13	14	15	16	17	18		16	17	18	19	20	21
22	23	24	25	26	27	28	19	20	21	22	23	24	25		23	24	25	26	27	28
29	30	31					26	27	28	29	30	31			30					29

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6				1	2	3				2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10		9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17		16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24		23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30			30					29

VILLAGE OF INDIANTOWN, FLORIDA AGENDA MEMORANDUM

MEETINGDATE: August 23, 2018

MEETING TYPE: DISCUSSION

AGENDA ITEM TITLE: DISCUSSION CONCERNING A POSSIBLE DECLARATION OF
LOCAL EMERGENCY CREATED BY BLUE GREEN ALGAE

SUMMARY OF ITEM: Since June 1st, 2018 the Army Corps of Engineers began discharges to the St. Lucie River and Estuary and Caloosahatchee River and Estuary.

On July 9th, Gov. Rick Scott issued an emergency order in Glades, Hendry, Lee, Martin, Okeechobee, Palm Beach and St. Lucie counties to help combat algal blooms caused by Lake Okeechobee water discharges from the Army Corps of Engineers.

On August 7th, 2018, Martin County declared a State of Local Emergency.

This item is in front of the Council today to consider declaring a State of Local Emergency for the Village of Indiantown.

The Village is surrounded by the C-44 canal and Lake Okeechobee. The quality of the local waterways are an important resource to Indiantown that must be protected. The releases impact boating, fishing, the health of our citizens, tourism and businesses; all of which depend on good water quality.

If the Council desires, the Council could direct the Village Manager to Declare a State of Local Emergency for the Village of Indiantown.

Note: This is largely "symbolic" in that the Village Council doesn't control the St. Lucie Canal (federal Okeechobee Waterway). Nonetheless, it makes a statement that your constituents are being adversely affected by the release of toxic algae and its components from Lake Okeechobee.

RECOMMENDATION: Provide direction to the Village Manager.

PREPARED BY: Teresa Lamar-Sarno

DATE: 8/17/2018

REVIEWED BY: P. Nicoletti

DATE: 8/17/2018

APPROVED BY: Teresa Lamar-Sarno

DATE: 8/17/2018

ATTACHMENTS:
Description

Scott Executive Order
Martin County Declaration

STATE OF FLORIDA
OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 18-191
(Emergency Management – Lake Okeechobee Discharge/Algae Blooms)

WHEREAS, in the month of June 2018, there was an increase in the number of algae blooms stemming from the Army Corps of Engineers decision to discharge water from Lake Okeechobee; and

WHEREAS, the discharge of harmful water from Lake Okeechobee into the Caloosahatchee River, St. Lucie River, the Indian River Lagoon, and estuaries have resulted in wide-spread algae blooms; and

WHEREAS, on June 20, 2018, I directed the Florida Department of Environmental Protection to issue an Emergency Order urging the Army Corps of Engineers and the South Florida Water Management District to take emergency action to help redirect the flow of water and curb the potential for algae blooms, including deploying additional water monitoring stations; and

WHEREAS, during my tenure as Governor, I have used state authority to address the federal government's failure to act with regards to Lake Okeechobee, including securing \$100 million in state funding to expedite repairs to the Herbert Hoover Dike, accelerating the Everglades Agricultural Area Storage (EAA) Reservoir Project, and investing more than \$1.8 billion in restoring the Everglades ecosystem and water quality; and

WHEREAS, after decades of congressional inaction, I worked with the federal government to secure full federal funding for repairs to the Herbert Hoover Dike and remain focused on the EAA Reservoir Project; and

WHEREAS, the residents, local governments, and state officials have collaborated to support efforts to improve water quality in the region and protect our valuable ecosystems; and

WHEREAS, the release of water from Lake Okeechobee and increase in algae blooms, including overwhelming amounts of cyanobacteria (blue-green algae) which can produce hazardous toxins, has unreasonably interfered with the health, safety, and welfare of the State of Florida and its residents; and

WHEREAS, the toxic algae blooms have resulted in an increasing threat to our environmental and fragile ecosystems, including our rivers, beaches, and wildlife; and

WHEREAS, the toxic algae blooms have led to the issuance of health advisories, closure of recreational areas, and economic losses in adjacent communities; and

WHEREAS, the Army Corps of Engineers anticipates the need to continue releasing harmful water from Lake Okeechobee throughout the month of July due to rising water levels, leading to a greater concern of on-going issues with toxic algae blooms; and

WHEREAS, the Florida Department of Environmental Protection sampling has indicated the following counties are experiencing the harmful impacts of algae blooms or may be at risk: Glades, Hendry, Lee, Martin, Okeechobee, Palm Beach, and St. Lucie; and

WHEREAS, on July 9, 2018, I toured the Caloosahatchee River and surrounding areas with the Florida Department of Environmental Protection to survey the damage caused by algae blooms from the discharge of water released by the Army Corps of Engineers; and

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Because of the foregoing conditions and on-going threat of toxic algae blooms, I declare that a state of emergency exists in Glades, Hendry, Lee, Martin, Okeechobee, Palm

Beach, and St. Lucie counties.

Section 2. I designate the Director of the Division of Emergency Management as the State Coordinating Officer for the duration of this emergency and direct him to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with this emergency.

I designate the Florida Department of Environmental Protection as the lead agency for all crisis management responsibilities related to this emergency. The Florida Department of Environmental Protection shall advise the State Coordinating Office on all emergency response activities.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Invoke and administer the Emergency Management Assistance Compact ("EMAC") (sections 252.921-252.9335, Florida Statutes) and other compacts and agreements existing between the State of Florida and other states, and the further authority to coordinate the allocation of resources from such other states that are made available to Florida under such compacts and agreements so as best to meet this emergency.

B. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

C. Direct all state, regional and local governmental agencies, including law enforcement agencies, to identify personnel needed from those agencies to assist in meeting the

response, recovery, and mitigation needs created by this emergency, and to place all such personnel under the direct command and coordination of the State Coordinating Officer to meet this emergency.

D. Designate additional Deputy State Coordinating Officers, as necessary.

E. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

F. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent,

hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or, (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54(4), Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions of this Order.

C. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts;
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.

Section 4. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and may be inadequate to pay

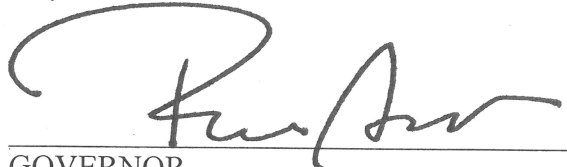
the costs of coping with this disaster. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 5. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 6. All actions taken by the Director of the Division of Emergency Management with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire 60 days from this date unless extended.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of July, 2018.


GOVERNOR

ATTEST:


SECRETARY OF STATE

FILED
2018 JUL -9 PM 3:23
TALLAHASSEE, FLORIDA



**MARTIN COUNTY
DECLARATION OF STATE OF LOCAL EMERGENCY**

WHEREAS, Section 51.4.A., General Ordinances, Martin County Code, authorizes the Director of the Emergency Management Agency to declare a State of Local Emergency; and

WHEREAS, toxic blue-green algae persist and continue to spread throughout the waters in the County; and

WHEREAS, toxic blue-green algae pose a danger to health, life, property, and the economic well-being of Martin County residents and visitors; and

WHEREAS, Section 252.38 (3)(a)5, Fla. Stat. provides authority for the County to declare a State of Local Emergency and to waive the procedures and formalities otherwise required by law pertaining to:

1. Performance of public works and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities; and
8. Appropriation and expenditure of public funds.

I, William G. Pecci Jr., Emergency Management Deputy Director, do hereby exercise my authority and declare a State of Local Emergency for the next seven-day period, unless sooner rescinded, and waive the procedures and formalities as provided in Section 252.38 (3)(a)5, Fla. Stat. and Section 51.4.A, General Ordinances, Martin County Code, at 11:00 a.m. this 7th day of August, 2018.

A handwritten signature in blue ink, appearing to read "William G. Pecci Jr.", is written over a horizontal line.

William G. Pecci Jr.
Emergency Management Deputy Director
Martin County Board of County Commissioners

A handwritten signature in blue ink, appearing to read "Taryn Kryzda", is written over a horizontal line.

Taryn Kryzda
County Administrator
Martin County Board of County Commissioners