CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● DECEMBER 10, 2024

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

HOLLY HILL
FLORIDA

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 2 – Commissioner
Penny Currie

District 3 – Commissioner
Jeffrey DeLanoy

District 4 – Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner Debra Snow
c. Pledge of Allegiance

2. PRESENTATIONS

A. Swearing-In of HHPD Officer Laurie Bird
B. 1088 10th Street Update - Rob Cramp and Dr. Miriam Moore

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - November 12, 2024 - Regular City Commission & Swearing-In Ceremony of Newly Elected Officials

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution –2024-R-97 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Task Order for Emergency Lift Station #18 Cleaning and Bypass Pumping to Facilitate Remedial Improvements Under the Piggyback of the City of Clermont, FL Agreement No. 2023-071, for Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation with Danus Utilities, Inc., for $13,686.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2024-R-98 A Resolution of the City Commission of the City of Holly Hill, Florida, Accepting a Grant Agreement from Florida Department of Environmental Protection for 50% of the Cost of the Construction for the Tidal Backflow Preventers Project Up to a Maximum Amount of $400,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2024-R-99 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Change Order to the Tom Evans Environmental, Inc., Purchase Order 230516 to Add Three Soft Starts with Their Pump and Motor Installation for the Amount of $17,692.29 and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2024-R-100 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Creation of the City of Holly Hill Business Association; Providing for Severability; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

5. –DOC-2024-9 Approving the Purchase of Speed Measurement Devices as Permitted with Funds from FDOT Grant - 2025 Aggressive Driving and Speeding Project - Subgrant for Highway Traffic Safety Funds FDOT Project Number SC-2025-00412. FDOT Contract Number : G3576.

   (Requested by Michele Moore, Finance)

6. REGULAR AGENDA

1. Resolution –2024-R-101 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2024-2025 Annual Operating Budget, Appropriating Open Project Carry Over Funds, Appropriating Carry Over Funds for Hurricane Milton Expenditures and to Carry Over Donations Received from the Fiscal Year 2023-2024 to the Fiscal Year 2024-2025 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Michele Moore, Finance)

2. Resolution –2024-R-102 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Tetra-Tech, Inc., to Provide Disaster Public Assistance Consulting Services for Hurricane Milton in an Amount Not to Exceed $200,000, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2024-R-106 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Change Order No. 3 with Tetra-Tech, Inc., for Disaster Public Assistance Consulting Services, Extending the Period of Performance through May 31, 2025 and Increasing the Not-To-Exceed Amount of the Agreement to $180,114 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

4. Resolution –2024-R-103 A Resolution of the City of Holly Hill, Florida, Awarding a Task Order to Black Sands Development Group for the Construction of the Phase 1 - 3Rd Street Water Main Improvements at a Cost of $1,061,239.57 and Authorizing the City Manager to Execute the Same; Providing Severability; and Providing an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2024-R-104 A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Police Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Member; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

6. Resolution –2024-R-105 A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing Members to the Firefighters' Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; Providing for Severability; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

7. Ordinance –2024-O-3080 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Creating Section 58-135 (Camping or Sleeping on Public Property Prohibited) to Comply with Florida Statute Section 125.0231 to Prohibit the Camping or Sleeping on Public Property Under Certain Terms and Conditions; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Nicole Kloetz, Police)

7. PUBLIC HEARING

1. 1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception

   (Requested by Brian Walker, Board of Planning and Appeals)

8. COMMUNICATIONS

A. City Manager Comments
B. City Attorney Comments
C. Mayor's Comments
D. City Commission Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **December 10, 2024**
FROM: **Valerie Manning**
SUBJECT: **Minutes - November 12, 2024 - Regular City Commission & Swearing-In Ceremony of Newly Elected Officials**
NUMBER: **(ID # 4708)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from November 12, 2024 regular City Commission meeting and Swearing-In Ceremony of the newly elected officials.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - November 12, 2024 - Regular CC and Swearing-In Ceremony meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● NOVEMBER 12, 2024

City Commission ChamberReg. CC Meeting/Installation of Elected Officials **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call
ROLL CALL OF THE CURRENT MAYOR AND CITY COMMISSIONERS:

- Mayor Chris Via
- John Penny, City Commissioner
- Penny Currie, City Commissioner
- John Danio, City Commissioner
- Roy Johnson, City Commissioner

All were present.

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

b. Invocation by City Commissioner Debra Snow
Pastor Chuck McKeown from United Brethren in Christ (UBIC) led the invocation.

c. Pledge of Allegiance

2. INSTALLATION & OATH OF OFFICE OF ELECTED OFFICIALS - 2024 MUNICIPAL ELECTION

3. ROLL CALL OF NEW ELECTED OFFICIALS

ROLL CALL OF THE NEWLY ELECTED MAYOR AND CITY COMMISSIONERS:

- Mayor John Penny
- Debra Snow, City Commissioner
- Penny Currie, City Commissioner
- Jeff DeLanoy, City Commissioner
- Roy Johnson, City Commissioner

All were present.

Attachment: Minutes - November 12, 2024 - Regular CC and Swearing-In Ceremony meeting (4708 : Minutes)

4. REORGANIZATION OF CITY COMMISSION

A. Selection of Vice-Mayor

Commissioner Currie made a motion to ***nominate Commissioner Johnson as the Vice-Mayor and nominated Commissioner Johnson to continue serving on the TPO Board and Commissioner Snow as the alternate member to that board****, seconded by Commissioner Johnson.*

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

B. Appointment to Board - Transportation Planning Organziation (TPO) & Alternate Board Member

5. PRESENTATIONS

A. Police Department Swearing-In - Officer Elijah Reed

6. PUBLIC COMMENTS

7. APPROVAL OF MINUTES

1.

Minutes - October 22, 2024 Regular City Commission Meeting and October 23, 2024 Workshop, and the October 30, 2024 Workshop

(Requested by Valerie Manning, City Clerk)
Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 12th day of November, 2024, in Holly Hill

8. CONSENT AGENDA - ITEMS (1 - 8)

Mayor Penny asked if there was anyone in the audience that wished to speak on any item on the Consent Agenda or if any member of the Commission wished to pull an item for further discussion.

The following audience members spoke on ***Consent Agenda Item No. 6***, pertaining to the Lease Agreement with Pictona at Holly Hill.

Gabriel Varga, Daytona Beach; Kyle Stickney, Holly Hill; Jim Legary, Holly Hill; and Daniel Latona, Holly Hill.

Commissioner Currie asked to pull Consent Agenda Item No. 6 for further discussion.

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Commissioner Johnson made a motion to ***ADOPT RESOLUTION 2024-R-93, EXECUTE A LEASE AGREEMENT WITH PICTONA AT HOLLY HILL,*** seconded by Commissioner DeLanoy.

PASSED, 5-0. (see the actual agenda item as well)

1. –2024-R-88 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Florida Sheriff's Association Contract FSA23-EQU21.0 with Ring Power Corporation for the Purchase of a Caterpillar 420 Backhoe Loader at a Cost of $144,296 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-88
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FLORIDA SHERIFF'S ASSOCIATION CONTRACT FSA23-EQU21.0 WITH RING POWER CORPORATION FOR THE PURCHASE OF A CATERPILLAR 420 BACKHOE LOADER AT A COST OF $144,296 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FLORIDA SHERIFF'S ASSOCIATION CONTRACT FSA23-EQU21.0 WITH RING POWER CORPORATION FOR THE PURCHASE OF A CATERPILLAR 420 BACKHOE LOADER AT A COST OF $144,296 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a replacement Caterpillar 420 Backhoe Loader was approved in the fiscal year 2024/2025 budget in keeping with the Fleet vehicle replacement plan; and

WHEREAS, the City of Holly Hill desires to purchase the vehicles under Florida Sheriff's Association Contract FSA23-EUQ21.0, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a

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public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

W**HEREAS,** the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Florida Sheriff's Association is the most economically advantageous way to procure these goods and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Ring Power Corporation for the purchase of Caterpillar 420 backhoe loader at a cost of $144,296.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

Enacted and approved this 12th day of November, 2024, in Holly Hill

2. -2024-R-89 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Accepting a Grant Agreement from Florida Inland Navigation District for 50% of the Cost of the Construction of a Replacement Bulkhead at Riverside Park Up to a Maximum Amount of $440,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-89
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING A GRANT AGREEMENT FROM FLORIDA INLAND NAVIGATION DISTRICT FOR 50% OF THE COST OF THE CONSTRUCTION OF A REPLACEMENT BULKHEAD AT RIVERSIDE PARK UP TO A MAXIMUM AMOUNT OF $440,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING A GRANT AGREEMENT FROM FLORIDA INLAND NAVIGATION DISTRICT FOR 50% OF THE COST OF THE CONSTRUCTION OF A REPLACEMENT BULKHEAD AT RIVERSIDE PARK UP TO A MAXIMUM AMOUNT OF $440,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission had approved a budget to replace the bulkhead at Riverside Park; and

WHEREAS, the City's design engineering consultant, Dredging and Marine Consultants, drafted a Florida Inland Navigation District (FIND) grant application on behalf of the City to help offset the cost of construction; and

WHEREAS, staff were notified that the City has been selected to receive grant assistance for 50% of the cost of the construction of the replacement bulkhead at Riverside Park up to a maximum amount of $440,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill accept the grant agreement from Florida Inland Navigation District for 50% of the cost of the construction of a replacement bulkhead at Riverside Park up to a maximum amount of $440,000 and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

Enacted and approved this 12th day of November, 2024, in Holly Hill

3. -2024-R-90 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Contract for Lift Station #4 Replacement to All State Civil Construction in the Amount of $923,705.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-90
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE CONTRACT FOR LIFT STATION #4 REPLACEMENT TO ALL STATE CIVIL CONSTRUCTION IN THE AMOUNT OF $923,705.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA AWARDING THE CONTRACT FOR LIFT STATION #4 REPLACEMENT TO ALL STATE CIVIL CONSTRUCTION IN THE AMOUNT OF $923,705.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, An Invitation to Bid was advertised for the construction of Lift Station #4 Replacement; and

WHEREAS, Four (4) proposals were received for this project; and

WHEREAS, All State Civil Construction was the apparent low bidder for this project; and

WHEREAS, the proposal from All State Civil Construction has been vetted with a recommendation of award given by the project engineer of record, Parker Mynchenberg & Associates, Inc.; and

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WHEREAS, the City utility budgeted for planned Capital Project 25-WW-01 to proceed with construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill award the contract to replace lift station #4 to All State Civil Construction in the amount of $923,705.00 and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

Enacted and approved this 12th day of November, 2024, in Holly Hill

4. -2024-R-91 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider, Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-91
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTEWATER LABORATORY

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TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill's Water Treatment Plant and Wastewater Treatment Facility must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

WHEREAS, Pace Analytical Services, Inc., is the only such laboratory in our area within 40 miles radius that is needed to meet the shelf life of the samples (tests must be completed within 6 hours); and

WHEREAS, The services provided by Pace Analytical Service, Inc., are considered sole source as permitted under section F 2.25 of the Holly Hill Purchasing Policy Manual; and

WHEREAS, The estimated annual amount for services provided is not to exceed $53,700.00; and

WHEREAS, The services are being provided and considered sole source due to the shelf life of the samples. Therefore, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That Pace Analytical Services, Inc., is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount not to exceed $53,700.00.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

Enacted and approved this 12th day of November, 2024, in Holly Hill

5. –2024-R-92 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Task Order with Mead and Hunt, Inc., for Engineering Services for Wastewater Plant Improvements Associated with Sahfi Grant Facility Plan in the Amount of $1,026,834.00; Providing for Severability; and Providing for an Effective Date.

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(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-92
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER WITH MEAD AND HUNT, INC., FOR ENGINEERING SERVICES FOR WASTEWATER PLANT IMPROVEMENTS ASSOCIATED WITH SAHFI GRANT FACILITY PLAN IN THE AMOUNT OF $1,026,834.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER WITH MEAD AND HUNT, INC., FOR ENGINEERING SERVICES FOR WASTEWATER PLANT IMPROVEMENTS ASSOCIATED WITH SAHFI GRANT FACILITY PLAN IN THE AMOUNT OF $1,026,834.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City applied for inclusion of a Florida sponsored grant program to fund wastewater treatment system resilience improvements under the Florida Supplemental Appropriations for Hurricane Fiona and Ian (SAHFI) funds; and

WHEREAS, the City was provided a "Clean Water State Revolving Funding Planning, Design, Construction Management and Construction with Loan Agreement WW6410A0," with a 100% reimbursable value of $9.3 million dollars; and

WHEREAS, the Contract Loan Agreement requires a professional engineering contract to support resiliency improvements in the "Facility Plan" approved in Resolution 2024-R-48; and

WHEREAS, the City approved Professional Consultant Services Agreement for Engineering/CEI Services for water plant improvement with resolution 2022-R-28 with Mead and Hunt, Inc.; and

WHEREAS, the City of Holly Hill Utility has a scope of services from Mead and Hunt, Inc. to complete the required engineering services element of the contract loan agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

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SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute the purchase order with Mead and Hunt, Inc., for professional engineering services to support resiliency improvements in the "Facility Plan" approved in an amount of $1,026,834.00.

SECTION 2. The City Manager is hereby authorized to implant the reimbursable budget amendment to implement the improvements under the "Clean Water State Revolving Funding Planning, Design, and Contract Loan Agreement WW6410A0".

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

Enacted and approved this 12th day of November, 2024, in Holly Hill

6. -2024-R-93 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Lease Agreement with Pictona at Holly Hill for the Property Located at 1066 Ridgewood Avenue, Holly Hill, FL; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)
The following audience members spoke on ***Consent Agenda Item No. 6***, pertaining to the Lease Agreement with Pictona at Holly Hill.
Gabriel Varga, Daytona Beach; Kyle Stickney, Holly Hill; Jim Legary, Holly Hill; and Daniel Latona, Holly Hill.
Commissioner Currie asked to pull Consent Agenda Item No. 6 for further discussion.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-93
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH PICTONA AT HOLLY HILL FOR THE PROPERTY

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LOCATED AT 1066 RIDGEWOOD AVENUE, HOLLY HILL, FL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH PICTONA AT HOLLY HILL FOR THE PROPERTY LOCATED AT 1066 RIDGEWOOD AVENUE, HOLLY HILL, FL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 14, 2020, the City of Holly Hill (City) entered into a Management Agreement with Pictona at Holly Hill, Inc., to manage and operate the Pickleball Recreation Facility and other improvements; and

WHEREAS, Pictona at Holly Hill and the City wish to enter into an Agreement for the management of a wellness facility at the former Holly Hill Chamber of Commerce/Holly Hill Historical Society building located at 1066 Ridgewood Avenue, Holly Hill, FL.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approves the Agreement and authorizes the City Manager of the City of Holly Hill to execute the Agreement.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption retroactively to October 1, 2024.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

Enacted and approved this 12th day of November, 2024, in Holly Hill

7. -2024-R-94 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Task Order for Lift Station #18 Remedial Improvements Under the Piggyback of the City of Clermont, FL Agreement No. 2023-071, for Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation with Danus Utilities, Inc., for $67,751.50 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-94
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE TASK ORDER FOR LIFT STATION #18 REMEDIAL IMPROVEMENTS UNDER THE PIGGYBACK OF THE CITY OF CLERMONT, FL AGREEMENT NO. 2023-071, FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC., FOR $67,751.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

IA RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE TASK ORDER FOR LIFT STATION #18 REMEDIAL IMPROVEMENTS UNDER THE PIGGYBACK OF THE CITY OF CLERMONT, FL AGREEMENT NO. 2023-071, FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC, FOR $67,751.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utility system requires assistance with contract septic sewer pumping services to provide for preventative maintenance, planned outages and emergencies to ensure uninterrupted services to the community and spill remediation; and

WHEREAS, Danus Utilities, Inc., has an active 3-year contract (No. 2023-071) with the City of Clermont, FL for the sanitary sewer manhole, vault, and lift station rehabilitation services which the City of Holly Hill piggybacked with City Resolution 2023-R-54; and

WHEREAS, Danus Utilities, Inc., provided a Task Order Quote of $67,751.50 to seal and replumb the station for by-pass pumping for Lift Station #18; and

WHEREAS, The Utility maintains Capital Funding for Lift Station Improvements in FY2024-2025 Budget Account 407-8110-580-6300 to fund the remediation project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the task order from Danus Utilities Inc., for Lift Station #18 improvements in the amount of $67,751.50 and authorize the City Manager to execute the same.

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SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

Enacted and approved this 12th day of November, 2024, in Holly Hill

8.

Assistance to Firefighters Grant FY2023 Memorandum of Understanding with the City of Daytona Beach and the City of Ormond Beach for the Procurement of a Mobile Breathing Air Trailer

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 12th day of November, 2024, in Holly Hill

9. REGULAR AGENDA

1. -2024-R-95 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2024-2025 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2023-2024 to the Fiscal Year 2024-2025 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)
Mayor Penny opened public participation.
Gabriel Varga, Daytona Beach.
Mayor Penny closed public participation.

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-95
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2023-2024 TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2023-2024 TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2024, which remain incomplete and will carryover from fiscal year 2024-2025 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2024-R-66 approving the Annual Operating Budget for Fiscal Year 2024-2025; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. BUDGET AMENDMENT. The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2024-2025 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2024 through September 30, 2025. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

Enacted and approved this 12th day of November, 2024, in Holly Hill

2. -2024-R-96 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2023 - 2024; and Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)
Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-96
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023 - 2024; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill, by Resolution 2023-R-52, adopted an operating budget for Fiscal Year 2023 - 2024; and

WHEREAS, The City of Holly Hill, Resolution 2023-R-59, Resolution 2023-R-68, Resolution 2023-R-69, Resolution 2023-R-71, Resolution 2024-R-4, Resolution 2024-R-9, 2024-R-34, and 2024-R-58 amended the operating budget for Fiscal Year 2023-2024; and

WHEREAS, the budget amendments increase revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated

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herein; and

WHEREAS, the budget amendment will allow the City of Holly Hill to adjust the Fiscal Year 2023-2024 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. AMENDED BUDGET. The City Commission of the City of Holly Hill amends the Fiscal Year 2023-2024 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

Enacted and approved this 12th day of November, 2024, in Holly Hill

3.

2024-2025 VOCA Agreement Victims of Crime Act (VOCA) VOCA-2024-2025 Holly Hill Police Department

(Requested by Michele Moore, Finance)
Mayor Penny opened public participation.
Jim Legary, Holly Hill.
Mayor Penny closed public participation.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 12th day of November, 2024, in Holly Hill

10. PUBLIC HEARINGS

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1. –2024-O-3079 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from CC-1 (Commercial Corridor District) to Business Planned Unit Development (BPUD) (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Brian Walker, City Planner/Assist. City Manager briefly went over the staff report within the agenda packet. There was no new information to share with the Mayor and City Commissioners since the first reading on October 22nd. Mark Watts from Cobb Cole, the applicant, and Steve Buswell from Parker Mynchenberg and Associates were present to answer any questions that they might have. *(A copy of the meeting in its entirety is available on the city's YouTube channel or a copy on a CD at the request in the City Clerk's Office).*
Attorney Simpson briefly explained to the Mayor and City Commissioners what a quasi-judicial hearing was and ex parte communication.
At this time Mayor Penny asked the Commissioners if there was any ex parte communication with the applicant pertaining to this agenda item. There was none.
Mayor Penny opened public participation.
Mary Nichols, Holly Hill; Christina Bolin, Holly Hill; Danielle Alderette, Holly Hill; Kyle Stickney, Holly Hill; and Danielle Latona, Holly Hill.
Mayor Penny closed public participation.

RESULT:	**ADOPTED AT 2ND READING [4 TO 1]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Debra Snow, City Commissioner
AYES:	Penny, Snow, Currie, Johnson
NAYS:	DeLanoy

ORDINANCE
2024-O-3079
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL

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CORRIDOR DISTRICT) TO BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Attachment A** as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, as **Attachment B** and incorporated in this Ordinance by reference.

SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

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SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

SECTION 6. This ordinance shall become effective upon approval and adoption by the City Commission of Holly Hill.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024 for second and final reading.

ATTACHMENT A

LEGAL DESCRIPTION:

PARCEL A:

LOT 5, BRITTON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTION LYING WITH THE STATE ROAD RIGHT OF WAY.

LOTS 4 AND 6, BRITTON SUBDIVISION, AS RECORDED IN PLAT AS RECORDED IN MAP BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTION LYING WITHIN THE STATE ROAD RIGHT OF WAY.

LOTS 7 AND 8, BRITTON SUBDIVISION, AS RECORDED IN PLAT AS RECORDED IN MAP BOOK 9 PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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LOT 1, AND WESTERLY 24.9 FEET OF LOT 2, BLOCK A, SAULSBURY PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 2, EXCEPT THE EAST 25.3 FEET AND THE WEST 24.9 FEET BLOCK A, SAULSBURY PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL B:

PARCEL 1:

LOT 6, EXCEPTING THE WESTERLY 9.0 FEET THEREOF AND EXCEPTING THE WESTERLY 30 FEET OF THE NORTHERLY 60.7 FEET THEREOF, SIMPSON SUBDIVISION AS PER MAP IN MAP BOOK 11, PAGE 131, AND EXCEPTING THAT PORTION DEEDED FOR STATE ROAD RIGHT OF WAY BEING MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED OFFICIAL RECORDS BOOK 3899, PAGE 2533, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

PART OF LOT ONE (1), SIMPSON'S SUBDIVISION, BEING A RESUBDIVISION OF A PORTION OF BLOCK THIRTY-SIX (36), MASON AND CARSWELL'S HOLLY HILL, FLORIDA, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 131, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE (60 FEET WIDE) AT THE DISTANCE OF 158.78 FEET MEASURED ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST FROM THE SOUTHERLY END OF THE CURVED LINE WHICH CONNECTS THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH BEACH STREET (ALSO KNOWN AS DIXIE HIGHWAY), SAID POINT OF BEGINNING ALSO BEING AT THE SOUTHWESTERLY CORNER OF PREMISES CONVEYED BY THE ATLANTIC REFINING COMPANY TO METROPOLITAN LIFE INSURANCE COMPANY, BY DEED DATED DECEMBER 15, 1952, AND RECORDED AMONG THE PUBLIC RECORDS OF VOLUSIA COUNTY, IN DEED BOOK 479, PAGE 202; FROM SAID POINT OF BEGINNING EXTENDING THENCE (1) ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE, SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST 138.88 FEET TO A POINT IN LINE OF OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C. WILLIAMS, THENCE (2) ALONG SAID OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C. WILLIAMS, NORTH 26 DEGREES 32 MINUTES 14 SECONDS WEST 197.67 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE PLACE; THENCE (3) ALONG SAID SOUTHERLY RIGHT-OF-WAY OF RIVERSIDE PLACE, NORTH 63 DEGREES 24 MINUTES EAST 138.87 FEET TO A POINT IN LINE OF OTHER LANDS OF THE ATLANTIC REFINING COMPANY; AND THENCE (4) PARTLY ALONG LINE OF OTHER LANDS OF THE ATLANTIC

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REFINING COMPANY AND PARTLY ALONG LINE OF LANDS OF METROPOLITAN LIFE INSURANCE COMPANY, SOUTH 26 DEGREES 32 MINUTES 14 SECONDS EAST 197.83 FEET TO THE PLACE OF BEGINNING.

ALSO, BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE (60 FEET WIDE) THE DISTANCE OF 297.66 FEET MEASURED ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST FROM THE SOUTHERLY END OF THE CURVED LINE WHICH CONNECTS THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH BEACH STREET (ALSO KNOWN AS DIXIE HIGHWAY), SAID POINT OF BEGINNING ALSO BEING AT THE SOUTHWESTERLY CORNER OF OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C. WILLIAMS; FROM SAID POINT OF BEGINNING EXTENDING THENCE (1) ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST 150 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF SAID LOT NO. 1 OF "THE SIMPSON SUBDIVISION"; THENCE (2) ALONG THE WESTERLY LINE OF SAID LOT NO. 1 NORTH 26 DEGREES 30 MINUTES WEST 197.50 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE PLACE AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 1, THENCE (3) ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE PLACE, NORTH 63 DEGREES 24 MINUTES EAST 149.87 FEET TO A POINT IN LINE OF SAID OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C. WILLIAMS, AND THENCE (4) ALONG SAID LINE OF OTHER LANDS CONVEYED TO R. C. WILLIAMS SOUTH 26 DEGREES 32 MINUTES 14 SECONDS EAST 197.67 FEET TO THE PLACE OF BEGINNING.

EXCEPTING FROM THE ABOVE-DESCRIBED PARCEL, THAT PORTION DEEDED FOR STATE ROAD RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3899. PAGE 2533, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL C:

PARCEL 1:

THE EASTERLY 25.3 FEET OF LOT TWO (2) AND THE WESTERLY 25 FEET OF LOT THREE (3), AS MEASURED ALONG FIRST STREET, BLOCK "A", SAULSBURY'S PLACE, A SUBDIVISION OF BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, AS PER MAP THEREOF IN MAP BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE EAST 3/4 OF LOT 3, BLOCK "A", SAULSBURY PLACE, HOLLY HILL, AND INCLUDING WEST 30 FEET OF NORTH 60 FEET OF LOT 6, SIMPSON SUBDIVISION, BLOCK 36, MASON AND CARSWELL'S HOLLY HILL AS PER MAP THEREOF IN MAP BOOK 11, PAGE 131, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

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PARCEL 2:

LOT TWO (2), BRITTON SUBDIVISION, PER MAP IN MAP BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALSO THE WESTERLY 9 FEET OF LOT ELEVEN (11), AND THE WESTERLY 9 FEET OF THE SOUTH 1/2 OF LOT TWELVE (12), BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, PER MAP RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LOT THREE (3), BRITTON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT NINE (9), AND ALL OF LOT TEN (10), BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP RECORDED IN BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN BY ORDER OF TAKING RECORDED APRIL 25, 1994 IN OFFICIAL RECORDS BOOK 3914, PAGE 427, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 2 AND 3, BRITTON'S SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 143, AND LOT 6, THE SIMPSON SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 131, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE 3" IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 8, OF SAID BRITTON'S SUBDIVISION; THENCE SOUTH 25°20'46" EAST, ALONG THE EAST LINE OF DAYTONA AVENUE, 136.53 FEET TO THE SOUTHWEST CORNER OF LOT 6, OF SAID BRITTON'S SUBDIVISION; THENCE NORTH 64°29'54" EAST ALONG THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 430, A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 3, OF SAID BRITTON'S SUBDIVISION FOR THE POINT OF BEGINNING; THENCE NORTH 25°20'46" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 37.71 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 7,685.56 FEET, AND A CHORD BEARING NORTH 63°13'46" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'14", A DISTANCE OF 47.47 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 11,414.38 FEET, AND A CHORD BEARING NORTH 63°16'40" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'32", A DISTANCE OF 51.56 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 9.00 FEET OF LOT 6, OF SAID THE SIMPSON SUBDIVISION; THENCE SOUTH 25°20'46" EAST ALONG SAID EAST LINE, 39.86 FEET TO THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 430; THENCE SOUTH 64°29'54" WEST ALONG SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE, 99.00 FEET, TO THE POINT OF BEGINNING.

Enacted and approved this 12th day of November, 2024, in Holly Hill

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11. COMMUNICATIONS

A. City Manager Comments

Mr. Forte informed the Mayor and City Commissioners that there is concrete scheduled to be poured on Thursday, November 14th from 2:00 AM to approximately 12:00 PM at the city's wastewater treatment plant. This is for a 3rd Biological Treatment Unit (BTU) at the plant. Mr. Forte mentioned this is the easiest and best time to have the trucks going back and forth with the concrete to pour. He just wanted to mention it in case anyone gets complaints about possible noise from the trucks. The noise should be very minimum. The contractor has developed a plan to minimize backup alarms on the trucks and any controllable noise as much as possible. The residents will be notified tomorrow of this taking place. Mr. Forte asked for a consensus from the Commission for the concrete pouring to take place; there was consensus from the City Commission. Mr. Forte congratulated the newly elected officials and is looking forward to working with them.

B. City Attorney Comments

Attorney Simpson congratulated everyone and is looking forward to working with Commissioners Snow and DeLanoy.

C. Mayor's Comments

D. City Commission Comments

Commissioners Currie and Johnson welcomed newly elected Commissioner Snow and Commissioner DeLanoy to the Commission and are looking forward to working with them. Commissioner Currie spoke about Pictona and reminded everyone that there are free concerts over there.

Commissioner Snow mentioned that November is Dystonia Awareness month and mentioned that she has tremors in her vocal cords and trimers in her hands. She wanted to mention that because she was asked by a couple of people what was the matter with her voice. Commissioner Snow stated it doesn't mean that I'm upset or scared, it's just the way my voice is and if everybody would learn about Dystonia, all of us that have it, would appreciate it.

Commissioner DeLanoy shared his concerns about the meeting as far as the public audience went tonight and felt bad that some people that wanted to be here, got up and left because they had, had enough. He understands that everyone needs their chance to speak but there's an individual that is driving people out of here. There's got to be a line somewhere that comes sooner or later when someone is behaving like that.

Mayor Penny understands his concerns and frustrations but unfortunately, it's the law to allow them to speak at a public hearing. Mayor Penny stated I have spoken to Police Chief Williams and for those that continue to make outbursts during the meeting, I will warn them once, twice and they will be removed on the third time.

Commissioner DeLanoy stated he enjoys being here but it was kind of rough starting like that tonight but he looks forward to being here and working with everybody and looking forward to seeing what they can possibly get done.

Attachment: Minutes - November 12, 2024 - Regular CC and Swearing-In Ceremony meeting (4708 : Minutes)

Commissioner Johnson reminded everyone that there is a TPO meeting tomorrow; spoke about the good things taking place in Holly Hill; sports facilities; Flight's Gymnastics; his business Volusia Sports Center is doing well and the ball field that was at Hollyland Park before Pictona came. There was no one using the ball fields. That's what encouraged him to build the Volusia Sports Center because now they have many kids coming there to play baseball and practice. There's a lot taking place there for all ages of kids. He tries to keep making it better.

Mayor Penny reminded everyone that on Friday, November 22nd, there is a free concert at Pictona; Huey Lewis and The News Tribute band will be there. Also, the second meeting in November has been canceled due to the Thanksgiving Day holiday and the second meeting in December has been canceled due to the Christmas holiday. Mayor Penny reminded the Commissioners that it's that time of year again to select a Citizen of The Year and a Business of The Year. If they can bring their nominations to Mr. Forte and they can possibly get it on the December 10th agenda.

12. ADJOURNMENT

The meeting adjourned at approximately 9:00 PM.

Attachment: Minutes - November 12, 2024 - Regular CC and Swearing-In Ceremony meeting (4708 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 10, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Task Order for Emergency Lift Station #18 Cleaning and Bypass Pumping to Facilitate Remedial Improvements Under the Piggyback of the City of Clermont, FL Agreement No. 2023-071, for Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation with Danus Utilities, Inc., for $13,686.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-97**
APPLICANT: **Josef Grusauskas**
PLANNER:

DISCUSSION:

The City Utility initiated remedial repairs to Lift Station #18 to restore reliable service in November. The lift station's primary pumping system failed during Hurricane Milton and required staff to use a manually piped by-pass pump to maintain uninterrupted service. During the lift station investigation and repair the wet well was found to have evidence of groundwater infiltration. Danus Utilities, Inc., provide a quote to repair the lift station and seal it with Commission approval in November. Unfortunately, the station was damaged much heavier than anticipated. Extensive cleaning to remove excess sand and a larger external by-pass pump was required to be set up at an external manhole to properly restore the station to full operation. The excess sand was due to cracks in the lift station walls hidden by the water level in the manhole until the repairs were attempted.

The City of Holly Hill has established a piggy-back agreement for Danus Utilities, Inc., under the City of Clermont agreement No. 2023-071, a three year contract for sanitary sewer manhole, vault, and lift station rehabilitation services. The City of Clermont Agreement with Danus Utilities, Inc., is attached as Exhibit "A". Pursuant to the service agreement, Danus Utilities, Inc., provided a quote to address the additional cleaning and by-pass pumping required to repair the station. The Danus Utilities, Inc., proposal is attached as Exhibit "B".

Policy 2.39 of the City's Purchasing Policy states "The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations The City may also piggy-back off U.S. General Services Administration, "GSA Contracts". When another entity's contract is to be utilized, a copy of that contract shall be

forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Danus Utilities, Inc., was previous awarded a $ 67,751.50 task pricing based on City Resolution 2023-R-54, for sanitary sewer manhole, vault, and lift station rehabilitation services under a 3-year piggy-back agreement with the City of Clermont. The additional emergency work to clean excess sand and provide external by-pass pumping is $13,686.00 bringing the total refurbishment cost of $81,437.50. Funding for manhole repair is budgeted in project 25WW02, account number 407-8110-500-6300.

STAFF RECOMMENDATION:

Approve the task agreement with Danus Utilities, Inc., for $13,686.00 to facilitate emergency cleaning and bypass pumping to complete the repair of Lift station #18 and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE EMERGENCY TASK AGREEMENT WITH DANUS UTILITIES, INC., FOR $13,686.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Clermont Agreement 2023-071 (PDF)
- Exhibit B - Danus Quote for cleaning and by-pass pumping (PDF)

Resolution No. 2024-97

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE TASK ORDER FOR EMERGENCY LIFT STATION #18 CLEANING AND BYPASS PUMPING TO FACILITATE REMEDIAL IMPROVEMENTS UNDER THE PIGGYBACK OF THE CITY OF CLERMONT, FL AGREEMENT NO. 2023-071, FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC., FOR $13,686.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE TASK ORDER FOR EMERGENCY LIFT STATION #18 CLEANING AND BYPASS PUMPING TO FACILITATE REMEDIAL IMPROVEMENTS UNDER THE PIGGYBACK OF THE CITY OF CLERMONT, FL AGREEMENT NO. 2023-071, FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC., FOR $13,686.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utility system requires assistance with contract septic sewer pumping services to provide for preventative maintenance, planned outages and emergencies to ensure uninterrupted services to the community and spill remediation; and

WHEREAS, Danus Utilities, Inc., has an active 3-year contract (No. 2023-071) with the City of Clermont, FL for the sanitary sewer manhole, vault, and lift station rehabilitation services which the City of Holly Hill piggybacked with City Resolution 2023-R-54; and

WHEREAS, Danus Utilities, Inc., provided an emergency Task Order Quote of $13,686.00 to provide cleaning and bypass pumping for Lift Station #18 remedial repairs; and

WHEREAS, The Utility maintains Capital Funding for Lift Station Improvements in FY2024-2025 budget account 407-8110-580-6300 to fund the remediation project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the task order from Danus Utilities Inc., for Lift Station #18 improvements in the amount of $13,686.00 and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

John Penny, Mayor 12/10/2024

Valerie Manning, City Clerk,CMC 12/10/2024

AGREEMENT No. 2023-071

SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION

THIS AGREEMENT, is made and entered into this, August 22, 2023, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and DANUS UTILITIES, INC, whose address is: 2320 Beardall Ave., Sanford, FL 32771, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issued RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 6, 2023, to RFB 23-085;

WHEREAS, CITY desired to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 23-085 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish provide sewer manhole, vault, and lift station rehabilitation as described in CITY's RFB 23-085 and CONTRACTOR's July 6, 2023 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

2. THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

3. PROVISION OF SERVICES AND COMPLETION OF WORK

A. The CONTRACTOR shall only provide the CITY with sewer manhole, vault, and lift station rehabilitation upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB 23-085 or in the specific purchase order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

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B. CONTRACTOR, upon receipt of a purchase order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.

C. It is expressly understood and agreed that the passing, approval, and/or acceptance of any services herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted services so as to comply with the warranties and specifications hereof.

D. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

4. TERM AND TERMINATION

A. This Agreement is to become effective upon execution by both parties and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.

B. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR; b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

C. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one-year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

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5. PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed products delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

6. DISPUTE RESOLUTION - MEDIATION

A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.

B. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

7. INSURANCE AND INDEMNIFICATION RIDER

7.1. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

7.2. CONTRACTOR's Commercial General Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be as follows:

A. CONTRACTOR's Commercial General Liability, $1,000,000 Each, ($1,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

B. Automobile Liability Coverages, $1,000,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. CITY's and CONTRACTOR's Protective Liability Insurance

The CITY shall procure and furnish a CITY's and CONTRACTOR's Protective Liability Insurance Policy with the following minimum limits:

A. Bodily Injury Liability & $1,000,000 Each ($2,000,000 aggregate) Property Damage Liability Occurrence Combined Single Limit.

7.4. Indemnification Rider

A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.

B. In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

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8. NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

A. **CONTRACTOR:**

Danus Utilities, Inc.

Attn: Daniel J Pardus, President

2320 Beardall Ave., Sanford, FL 32771

A. **OWNER:**

City of Clermont

Attn: Brian Bulthuis, City Manager

685 W. Montrose Street, Clermont, FL 34711

9. MISCELLANEOUS

9.1. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. Waiver

The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

9.3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment

Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

9.5. Entire Agreement

This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment

Except in the event of a merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

9.7. Venue

The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law

This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9.9. Public Records

The CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, (352) 241-7331.

10. CONTRACT DOCUMENTS

The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

A. This Agreement

B. Purchase Order / Notice To Proceed

C. An applicable Contractor Quote or Statement of Work

D. All documents contained in RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation and CONTRACTOR's response thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23rd day of August, 2023.

CITY OF CLERMONT

DocuSigned by:
2BA7692F758C492...

Tim Murry, Mayor

ATTEST:

DocuSigned by:
Tracy Ackroyd Howe
3AD7F34905B344A...

DS

Tracy Ackroyd Howe, City Clerk

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

DANUS UTILITIES, INC.

By: DocuSigned by: Daniel J Pardus 1A04B643441C4D9...

Print Name: Daniel J Pardus

Title: President

Date: 8/24/2023

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

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Exhibit A

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	$ 270.00	$ 13,500.00
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	$ 240.00	$ 60,000.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	$ 300.00	$ 12,000.00
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	$ 270.00	$ 6,750.00
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	$ 1,325.00	$ 1,325.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	$ 925.00	$ 9,250.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	$ 425.00	$ 425.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	$ 750.00	$ 1,500.00
	Total				$ 104,750.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	$ 32.00	$ 3,200.00
10.a	Bypass 8 in. Sewer Setup	9	EA	$ 750.00	$ 6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	$ 900.00	$ 3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	$ 1,000.00	$ 4,000.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	$ 610.00	$ 15,250.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	$ 1,000.00	$ 10,000.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	$ 1,350.00	$ 13,500.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	$ 3,125.00	$ 31,250.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	$ 3,750.00	$ 15,000.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	$ 7,600.00	$ 30,400.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	$ 800.00	$ 4,000.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	$ 850.00	$ 1,700.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	$ 900.00	$ 1,800.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	$ 950.00	$ 1,900.00
13	Removal of Existing Coating	200	SF	$ 10.00	$ 2,000.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	$ 15,270.00	$ 152,700.00

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14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	$ 19,050.00	$ 76,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	$ 28,150.00	$ 112,600.00
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	$ 37,495.00	$ 149,980.00
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	$ 45,920.00	$ 183,680.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5	EA	$ 8,865.00	$ 44,325.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating)	2	EA	$ 10,930.00	$ 21,860.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar	5	EA	$ 16,460.00	$ 82,300.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar	2	EA	$ 17,890.00	$ 35,780.00
17.a	Temporary Bypass Riser – 4 in.	5	EA	$ 4,485.00	$ 22,425.00
17.b	Temporary Bypass Riser – 6 in.	2	EA	$ 5,710.00	$ 11,420.00
17.c	Temporary Bypass Riser – 8 in.	2	EA	$ 8,375.00	$ 16,750.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	$ 1,972.00	$ 19,720.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 2,012.00	$ 10,060.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	$ 2,812.00	$ 14,060.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 3,012.00	$ 15,060.00
20	Furnish and Install 3 in. Drain	5	EA	$ 600.00	$ 3,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	$ 550.00	$ 2,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5	EA	$ 1,700.00	$ 8,500.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	$ 1,837.00	$ 3,674.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	$ 2,075.00	$ 6,225.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	$ 2,212.00	$ 6,636.00
23.a.i	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) PVC Force Main	5	EA	$ 14,450.00	$ 72,250.00
23.a.ii	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) Ductile Force Main	5	EA	$ 15,400.00	$ 77,000.00
23.b.i	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 14,760.00	$ 29,520.00

23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 15,400.00	$ 30,800.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 17,755.00	$ 35,510.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 18,410.00	$ 36,820.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 22,525.00	$ 45,050.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 23,050.00	$ 46,100.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 26,320.00	$ 52,640.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 26,965.00	$ 53,930.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original	2	EA	$ 15,200.00	$ 30,400.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 18,725.00	$ 56,175.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 27,100.00	$ 81,300.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 36,375.00	$ 109,125.00
24.e	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.e – 12 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 44,400.00	$ 133,200.00
25.a	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1	EA	$ 9,400.00	$ 9,400.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	EA	$ 12,875.00	$ 12,875.00

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25.c	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1	EA	$ 17,825.00	$ 17,825.00
25.d	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1	EA	$ 24,475.00	$ 24,475.00
26.a	2-in. Line Stop Stainless Steel	1	EA	$ 9,650.00	$ 9,650.00
26.b	4-in. Line Stop Stainless Steel	1	EA	$ 10,950.00	$ 10,950.00
26.c	6-in. Line Stop Stainless Steel	1	EA	$ 11,500.00	$ 11,500.00
26.d	8-in. Line Stop Stainless Steel	1	EA	$ 12,375.00	$ 12,375.00
26.e	10-in. Line Stop Stainless Steel	1	EA	$ 13,410.00	$ 13,410.00
26.f	12-in. Line Stop Stainless Steel	1	EA	$ 15,725.00	$ 15,725.00
26.g	14-in. Line Stop Stainless Steel	1	EA	$ 19,100.00	$ 19,100.00
26.h	16-in. Line Stop Stainless Steel	1	EA	$ 22,190.00	$ 22,190.00
26.i	20-in. Line Stop Stainless Steel	1	EA	$ 25,270.00	$ 25,270.00
	Total				$ 2,238,620.00

3. SCOPE OF WORK

3.1. Part 1: General

A. Summary:

1. These specifications shall govern all labor, material, equipment, and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids, and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium aluminate cementitious liner to the wall, ceiling, and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in the specifications.

B. Submittals:

1. Submit the manufacturer's material data and application and installation instructions for all products used for approval prior to use.
2. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for the reconstruction of sanitary sewer manholes and lift stations on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

C. Quality Assurance

1. Use, mix, apply, and cure all products in accordance with the manufacturer's recommendations and instructions.
2. Install all products in accordance with the manufacturer's recommendations and instructions.

3.2. Part 2: Products

A. Materials

1. Patching Mix:
   a. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.
2. Infiltration Control Mix:
   a. A rapid-setting cementitious product specifically formulated for infiltration control.
3. Grouting Mix:
   a. A rapid-setting cementitious grout specifically formulated to stop active infiltration and fill voids.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

b. A rapid-setting chemical grout specifically formulated for stopping very active infiltration.

4. Liner Mix:

   a. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement or approved equivalent material by the City prior to installation.

   b. Materials must be pre-mixed and specially formulated to withstand H2S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.

   c. **The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.**

5. Bonding Compound:

   a. Material must be modified cementitious bonding compound that protects exposed reinforcement steel and enhances the bond of overlay to the substrate.

6. Water:

   a. The water must be clean and potable and will be provided by the City at designated fill stations.

3.3. Part 3: Execution

A. Preparation

1. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.

2. Remove foreign, loose, and unsound concrete and masonry material not able to be removed by high-pressure water spray may require the use of masons or mechanical tools for removal.

3. Clean the interior surfaces of the manhole/lift station with high-pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent, or other chemicals to remove grease, oil, and other contaminants that would prevent a good bond between the existing manhole interior surface and the liner material.

4. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.

5. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

6. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.
7. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.
8. Areas of the manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification must be brought to the attention of the City's Project Manager. A suitable repair method must be developed for each area and submitted to the City's Project Manager for review prior to commencing the repair.
9. Prepare, clean, and repair manhole/lift station benches and inverts in the same manner as prescribed above.

B. Liner Application, Curing, and Testing

1. Prepare manhole/lift station surfaces, wet batch-mix liner materials low-pressure spray, apply liner mix to the manhole ceiling, wall, and bench surfaces, and allow the liner to cure in accordance with the product manufacturer's instructions and recommendations.
2. Liner application must be 1/2-inch for manholes and 1-inch for wet wells minimum thickness. The application must be completed with a minimum of two coats. The first coat must be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat must be applied to ensure complete coverage at the specified thickness.
3. Inverts must be lined with the patching mix, and trowel applied in one coat to a 1-inch minimum thickness.
4. Prepare, label, and submit recommended daily or per lot test specimens for testing.

C. Cleaning

1. Clean manhole/lift station interiors and remove all construction-related materials, equipment, and appliances from the manhole/lift station prior to reinstatement to service.

D. Lift Station Rehabilitation

1. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system must have a second pump tied in and ready in case the primary pump fails. The system must be monitored 24 hours a day by a remote dialer and contractor personnel. The successful respondent is responsible for emergency calls day and night while it is on by-pass pumps. The bypass system must be tested to ensure proper operation. The City must witness the testing and sign off prior to starting rehabilitation.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

2. Temporary pump-out riser will need to be installed first and may be left as the emergency pump out. The City will help determine the best location for both parties. The riser must consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes, and all necessary restraint devices. A flanged aluminum male cam-lock and dust cap with a 6-inch flanged ¼ turn plug valve should be installed on the elbow after the job is completed.
3. The successful respondent is responsible for the removal of pumps, pipes, and valves. The City will disconnect the pump leads, remove the floats, and transducer. The pumps are to be given to the City after removal. All other materials are to be hauled and disposed of by the successful respondent.
4. Installation of base elbows must be as per manufacturers' specifications. The bases must be Flygt dual rail design. Existing pumps will need the top bolt-on guide rail bracket. Guide rails must be 3-inch stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation must be included in the pricing.
5. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.
6. Valves inside the valve box must be Mueller, American, Clow, Dezurik, or Pratt. Check valves must be flanged L/W type with rubber disc seal. Plug valves must be flanged ¼ turn direct nut with 80% opening.
7. Pressure gauges must be installed on each discharge pipe downstream of the plug valve. The 1/2-inch tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valves shall be used to make the connection. Gauges shall be 4-1/2 inch SS liquid filled with diaphragm.
8. Vent cap must be all SCH-80 PVC fittings. Use 4-inch elbows and Vanstone flanges with a SS screen between them.
9. Use a 12-foot average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c, in the Price Schedule of this RFB.

E. Alternate Bid

1. HDPE SDR-11 IPS pipe riser must be factory butt fused. The riser must have a flange adapter with SS backup ring, 90 elbow, and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.
2. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½"-thick (base plate to be used with HDPE only).

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

3. Pipe bracing is required every 8-feet minimum. The first must be within 6-inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

3.4. Part 4: Minimum Qualifications and Requirements

A. The installer **MUST** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of 3 years and have rehabilitated a minimum of 500 sanitary sewer manholes and 15 lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.

B. The installer **MUST** include in their response a list of 10 references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last 3 years. The reference list must include the name of the company, contact person, telephone number, project duration, contract value, and the number of manholes/lift stations for each reference.

C. The successful respondent will be responsible for knowledge of and compliance with all relatively local, state, and federal codes and regulations.

D. For all work performed, the successful respondent must provide a competent job-site supervisor and any necessary assistants, all approved by the City's Project Manager. The job-site supervisor must be present at all times while work is in progress. The job-site supervisor will represent the successful respondent at all times while all directions given will be binding as per the contract documents. The job-site supervisor must have a minimum of 5 years of experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.

E. **Failure to provide the minimum qualifications and requirements described in this section with the bid response result in the bid being declared non-responsive.**

3.5. Part 5: Measurement and Payment

A. Payments to the successful respondent will be made on the basis of the unit price in the Price Schedule as full and complete payment for furnishing all materials, labor, tools, and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.

B. The unit price from the Price Schedule must include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges & expenses, patent fees & royalties, labor for handling materials during the inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in the

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

Price Schedule will be in accordance with its description of the item and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed.

1. The successful respondent's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the successful respondent feel that the cost for any item of work has not been established in the Price Schedule, the cost for that work will be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.

C. No separate payment will be made for the following work if required and its cost must be included in appropriate payment items:

   a. Applications and pulling of all utility and construction permits;

   b. Dewatering and disposal of surplus water;

   c. Structural repairs;

   d. Cleanup;

   e. Testing materials and apparatus;

   f. Maintenance of utility service;

   g. Appurtenant work;

   h. Inspection Photo Records;

   i. Maintenance of Traffic

D. The following section will clarify the work included for the items listed in the Price Schedule.

Measurement

A. Payment will be determined by actual measurement of the completed items, in place, ready for service, and accepted by the City's Project Manager unless otherwise specified. The City's Project Manager must witness all field measurements.

B. When depths are indicated in the line item, they must be measured vertically from the existing grade, paved or unpaved, to the pipe invert.

C. It is intended that all work required for completion must be included in the various line items as described in the following paragraphs.

   1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2" thick minimum in manholes)

      a. This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of the manhole wall named in the Pricing Section. Measurement must be made from the bench, at its highest point, to the upper

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

limit of the actually treated wall, cone, or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, compete in place.

b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.

c. Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.

2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)

a. This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, compete in place.

b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.

3. BYPASS PUMPING OF SEWERS

a. BYPASS PUMP AND PIPING SETUP

i. These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station, and wet well rehabilitation. The successful respondent must attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City, bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

required. Bypass pumping must be bid on the basis of the sewer size which is bypassed.

ii. These items must include, but are not limited to all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.

iii. Plugging or blocking a sewer line must be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP

i. These items will be paid for on a per-day basis for the operation of the bypass pumps. Bypass pump operation will be on the basis of the size of the pump used. These items must include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER

a. This pay item provides complete compensation for furnishing new manhole rings and covers as specified by the City.

6. RECONSTRUCT A COMPLETE BENCH AND FLOW CHANNEL

a. This pay item provides complete compensation for furnishing all necessary labor, equipment, and materials required to re-construct a complete bench and flow channel, as required per the City's minimum standards.

7. INSTALLATION OF CHIMNEY SEALS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove and replace all existing piping, check valves, plug valves, and all miscellaneous materials required for

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits the existing valve vault. All work must comply with the City of Clermont minimum standards.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

City of Clermont
Procurement Services Department
685 W. Montrose Street
Clermont, FL 34711

VENDOR INFORMATION

The following information along with a current W-9 form must be provided to the Procurement Services Department for all new vendors and when current vendors remit information changes.

Name of Individual or Business: Danus Utilities, Inc.

Contact Person and Title: Daniel J Pardus - President

Vendor Street Address: 2320 Beardall Ave

Vendor City, State, ZIP: Sanford, FL 32771

Vendor Mailing Address (if different from above): PO Box 291671, Port Orange, FL 32129

Vendor Email Address: robert@danusutilities.com

Vendor Email Address for Purchase Order (if different from above):

Phone Number: 386-804-0068 Fax Number: 407-878-1254

Taxpayer Identification Number (include a copy of your W9 form): 27-0404772

Remit to Information (if different from above):

Payment Remit to Name:

Payment Remit to Address:

Payment Remit to City, State, ZIP:

Please return the completed Vendor Information along with the required W-9 form by email to: procurementservices@clermontfl.org

For any questions, please call the Procurement Services Department at (352) 241-7350.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station 18)

Proposal #: 111424-1R

Date: 11/14/2024
Submitted to: Jeff
Company: City of Holly Hill

Email: abarnes@hollyhillfl.org

"WE DO IT RIGHT"
2320 Beardall Ave, Sanford, FL 32771 P.O. BOX 291671-32129 (386) 882-6200
State License #CUC 1224744

Job Description: LS 18 Emergency Cleaning & By-pass (City of Holly Hill)

We are pleased to quote labor & materials to include:

- Provide (1) By-pass pump designed for 1000GPM at 62TDH
- Provide By-pass hoses, fittings & connections.
- Provide Vactor truck to remove soils & debris from wet well.
- Replace 6" profile gaskets on ABS pump slide brackets.
- Re-set ABS pumps back into the wet well after cleaning is complete.

By Others: City to provide dump site location for vactor & MOT / Road detour during by-passing operation as the pump will need to be pulling from collection MH in roadway.

TOTAL: $13,686.00

NOTE: Emergency by-pass & cleaning scheduled to be done on 11-15-24.

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:

Raymond Rogers
(386) 882-6200
raymond@danusutilities.com

Attachment: Exhibit B - Danus Quote for cleaning and by-pass pumping (2024-R-97 : Emergency Cleaning and By-Pass Pumping for Lift Station

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: December 10, 2024
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Accepting a Grant Agreement from Florida Department of Environmental Protection for 50% of the Cost of the Construction for the Tidal Backflow Preventers Project Up to a Maximum Amount of $400,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-98
APPLICANT:
PLANNER:

DISCUSSION:

On October 17, 2024, the City received a fully executed grant agreement with Florida Department of Environmental Protection, (FDEP) for a $400,000 to complete Project # 22-SW-02 titled Tidal Backflow Preventers. This agreement is attached under Exhibit A. The purpose of these backflow preventers is to reduce the high tide intrusion of saltwater back into the stormwater system causing the flooding of Riverside Drive between 2nd Street and 7th street. The City Commission approved the engineer's recommendation of award for this project on September 24, 2024 via Resolution 2024-R-68 to All State Civil Construction, Inc. This Resolution is attached as Exhibit B. The project contract for the construction has been executed with All State Civil Construction, Inc for a total of $615,960.00. This contract is attached under Exhibit C.

The purpose of this item is to incorporate and be able to receive reimbursement of 50% up to $400,000.

FISCAL ANALYSIS:

The funding for this project is $690,580.00 budgeted for the Tidal Backflow Preventers project 24-SW-02 under account 461-8110-580-6300. This grant agreement will allow for 50% of the construction cost up to $400,000 to be reimbursed by the FDEP. There are no expenditures affiliated with accepting this grant award.

STAFF RECOMMENDATION:

Accept the grant agreement from FDEP for 50% of the cost of the construction of the Tidal Backflow Preventers Project up to a maximum amount of $400,000, and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

ACCEPT THE GRANT AGREEMENT FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR 50% OF THE COST OF THE CONSTRUCTION FOR THE TIDAL BACKFLOW PREVENTERS PROJECT UP TO A MAXIMUM AMOUNT OF $400,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - FDEP Grant Agreemeemt (PDF)
- Exhibit B - 2024-R-68 (PDF)
- Exhibit C - All State Civil Construction Agreement (PDF)
- BAR FDEP grant Tidal Backflow Preventers Project (PDF)

Resolution No. 2024-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING A GRANT AGREEMENT FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR 50% OF THE COST OF THE CONSTRUCTION FOR THE TIDAL BACKFLOW PREVENTERS PROJECT UP TO A MAXIMUM AMOUNT OF $400,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING A GRANT AGREEMENT FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR 50% OF THE COST OF THE CONSTRUCTION FOR THE TIDAL BACKFLOW PREVENTERS PROJECT UP TO A MAXIMUM AMOUNT OF $400,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received a fully executed agreement with Florida Department of Environmental Protection for a $400,000 grant to complete the Tidal Backflow Preventers Project; and

WHEREAS, the project contract for the construction has been executed with All State Civil Construction; and

WHEREAS, the contract construction total is $615,960; and

WHEREAS, Florida Department of Environmental Protection has approved the City to receive grant assistance for 50% of the cost of the construction for the Tidal Backflow Preventers Project up to a maximum amount of $400,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill accept the grant agreement from Florida Department of Environmental Protection for 50% of the cost of the construction for the Tidal Backflow Preventers Project up to a maximum amount of $400,000 and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

John Penny, Mayor 12/10/2024

Valerie Manning, City Clerk,CMC 12/10/2024

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): **Holly Hill Stormwater Backflow Preventers**

Agreement Number: **L0052**

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

Grantee Name: **City of Holly Hill**

Entity Type: **Local Government**

Grantee Address: **1065 S. Ridgewood Ave, Holly Hill, FL 32117**

FEID: **59-6000337**

(Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **January 31, 2026**

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

Project Location(s): **Lat/Long: (29.2310, -81.0284)**

Project Description: **The Grantee will install backflow preventers on approximately eight outfalls to the Halifax river.**

5. Total Amount of Funding: **$ 400,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	**LP, GAA LI 1732A, FY 24-25, GR**	$ **400,000.00**
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **400,000.00**

6. Department's Grant Manager

Name: **Noel Robinson** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2071**

Email: **Noel.Robinson@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Antoine Khoury** or successor

Address: **City of Holly Hill**
453 LPGA Blvd
Holly Hill, FL 32117

Phone: **386-248-9463**

Email: **akhoury@hollyhillfl.org**

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

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

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)
☐ Exhibit I: Forced Labor Attestation Form
☐ Additional Exhibits (if necessary):

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

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

City of Holly Hill — **GRANTEE**

Grantee Name

By _____ 10-11-2024

(Authorized Signature) — Date Signed

Joseph Forte, City Manager

Print Name and Title of Person Signing

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

By _____ Digitally signed by Angela Knecht Date: 2024.10.17 14:19:51 -04'00'

Secretary or Designee — Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

DWRA Additional Signatures

Noel Robinson

Digitally signed by Noel Robinson
Date: 2024.10.16 14:50:44 -04'00'

Noel Robinson, DEP Grant Manager

David M. Taylor

Digitally signed by David M. Taylor
Date: 2024.10.16 15:52:48 -04'00'

David M. Taylor, DEP QC Reviewer

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

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

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

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

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

3. Agreement Duration.

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

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

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

7. Financial Consequences for Nonperformance.

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

b. Invoice reduction

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

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

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

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

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

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

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

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

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

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

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

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

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

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

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

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

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

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

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

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

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

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

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

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

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

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

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

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

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

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

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

10. Status Reports.

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

11. Retainage.

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

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

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

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

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

12. Insurance.

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

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

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

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

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

13. Termination.

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

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

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

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

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

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arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

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

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

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

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

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

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

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

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

23. Compliance with Federal, State and Local Laws.

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

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

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

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

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

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there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

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

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

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

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

25. Investing in America

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

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

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

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

26. Scrutinized Companies.

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

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

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Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

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

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

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

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

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

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is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

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If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

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

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0052

ATTACHMENT 2

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

1. Scope of Work.
The Project funded under this Agreement is Holly Hill Stormwater Backflow Preventers. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this July 1, 2024 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

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

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

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

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

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

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

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

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

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

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

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.
a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

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

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Holly Hill Stormwater Backflow Preventers

PROJECT LOCATION: The Project will be located in the City of Holly Hill within Volusia County; Lat/Long (29.2310, -81.0284). See Figure 1 for a location map.

PROJECT BACKGROUND: The City of Holly Hill (Grantee) experiences reoccurring road closures due to standing water along the Halifax Intracoastal Waterway during flooding and hightide events, restricting access to approximately 610 residences, 38 mobile homes, and 26 businesses. This project is a resiliency effort to stop the brackish water of the Halifax Intra-coastal Waterway from backing up into the storm sewer during high tides and severe storm events.

PROJECT DESCRIPTION: The Grantee will construct drainage improvements by installing backflow preventers on approximately eight outfalls to the Halifax River to mitigate flooding on Riverside Drive during high tides and severe storm events.

Task 1: Construction

Deliverables: The Grantee will construct the Holly Hill Stormwater Backflow Preventers project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

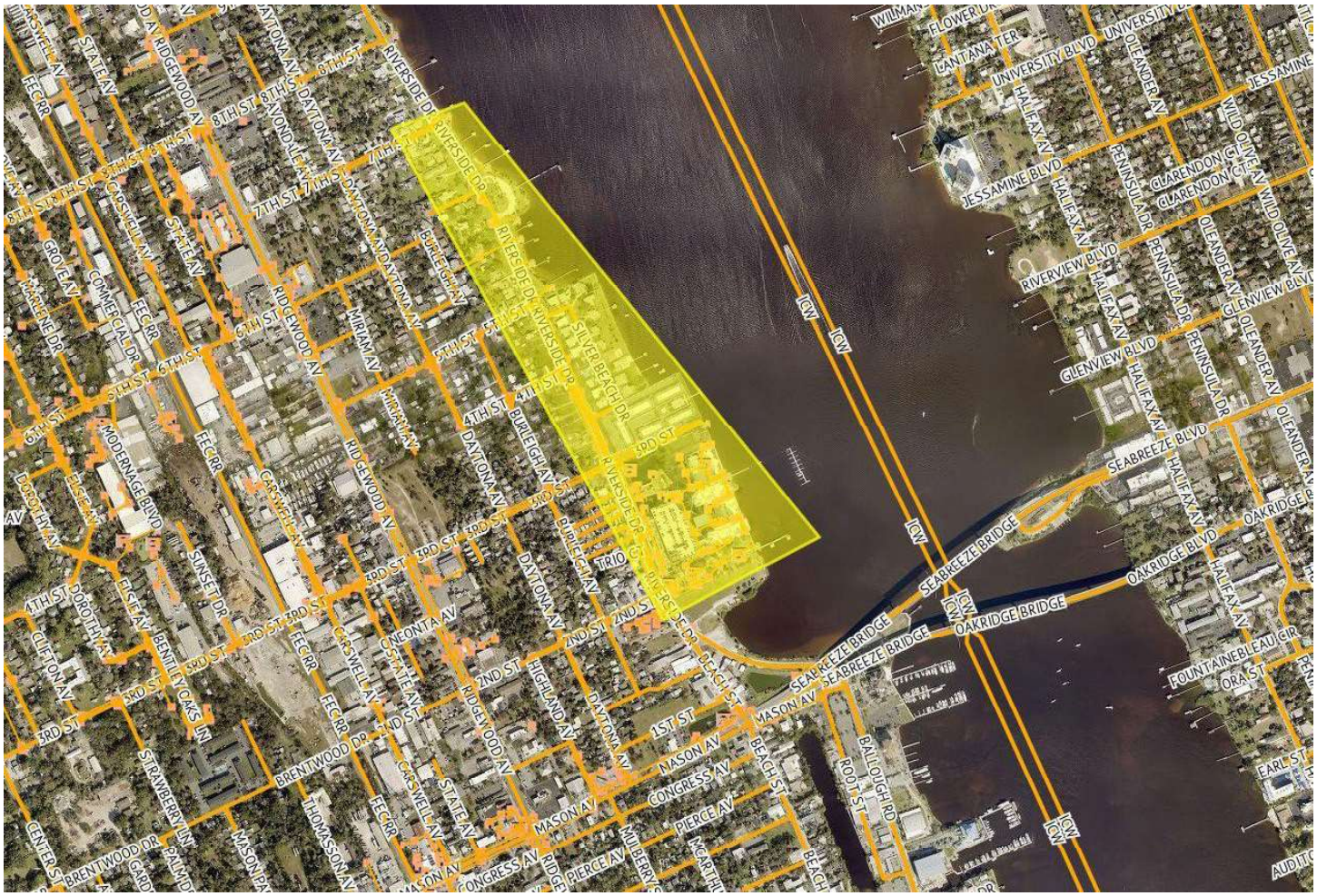
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$400,000	07/01/2024	07/30/2025
		Total:	$400,000		

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

Figure 1. Location Map



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Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. Public Records.

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

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

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

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

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

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

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

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

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

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

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

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

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

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

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

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

PART II: STATE FUNDED

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

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

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

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

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

PART V: RECORD RETENTION

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

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

EXHIBIT – 1

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

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

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

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

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

BGS-DEP 55-215
Revised 7/2019

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects - LI 1732A	$400,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$400,000	

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and

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

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Attachment: Exhibit A - FDEP Grant Agreemeemt (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **September 24, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Recommendation of Award for the Tidal Backflow Preventors Project to All State Civil Construction, Inc., and Authorizing the City Manager to Execute a Contract with All State Civil Construction, Inc., in the Amount of $615,960.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-68**
APPLICANT:
PLANNER:

DISCUSSION:

The City received one bid for the Tidal Backflow Prevention project on August 27, 2024.

All State Civil Construction, Inc., was the only bidder with a bid totaling $615,690.00. All State Civil Construction, Inc.'s proposal is attached as 'Exhibit A'. The bid specs are attached as 'Exhibit B'. The bid plan set is attached as 'Exhibit C'. All State Civil Construction's bid does not appear to be out of the ordinary based on current market conditions and was found to be complete and responsive.

Mead and Hunt, Inc., has checked All State Civil Construction's bid for conformance, and they supplied all the required documentation. All State Civil Construction has an active State Certified General contracting license in good standing with no active complaints.

Neither the City nor the engineering firm of Mead and Hunt has had experience with All State Civil Construction, Inc., Mead and Hunt have contacted the three (3) references they provided in their bid documents and three (3) responded and provided feedback that All State Civil Construction, Inc., performed well on their projects, and they would consider contracting with All State Civil Construction, Inc., again.

Mead and Hunt are recommending that the bid be awarded to All State Civil Construction, Inc., in the amount of $615,960.00. Mead and Hunt's recommendation is attached as 'Exhibit D'.

FISCAL ANALYSIS:

This is budgeted in Fiscal Year 2023-2024 budget under account number 461-8110-580-6300 and project code 24SW01.

Attachment: Exhibit B - 2024-R-68 (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

STAFF RECOMMENDATION:

Staff recommends Commission authorize the City Manager to execute a contract with All State Civil Construction, Inc., for the Tidal Backflow Preventers project in the amount of $615,960.00.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALL STATE CIVIL CONSTRUCTION, INC., FOR THE TIDAL BACKFLOW PREVENTERS PROJECT IN THE AMOUNT OF $615,960.00.

ATTACHMENTS:

- Exhibit A - All State Civil Construction - ITB 24-SW-01 City of Holly Hill Bid Proposal (PDF)
- Exhibit B -Bid Set Specs Rev 061924 (PDF)
- Exhibit C - BID PLAN SET - HH BACKFLOW PREVENTERS JULY 2024 (PDF)
- Exhibit D - Engineers Recommendation of Award Final (PDF)

Attachment: Exhibit B - 2024-R-68 (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

Resolution No. 2024-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE TIDAL BACKFLOW PREVENTORS PROJECT TO ALL STATE CIVIL CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALL STATE CIVIL CONSTRUCTION, INC., IN THE AMOUNT OF $615,960.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE TIDAL BACKFLOW PREVENTERS PROJECT TO ALL STATE CIVIL CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALL STATE CIVIL CONSTRUCTION, INC., IN THE AMOUNT OF $615,960.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received one (1) bid for the Tidal Backflow Preventers project; and

WHEREAS, the City's engineering firm of Mead and Hunt, Inc., has checked the bid for conformance and complete documentation; and

WHEREAS, Mead and Hunt, Inc., contacted all references provided in the bid documents and received positive feedback from them; and

WHEREAS, All State Civil Construction, Inc., is the only bidder with a bid of $615,960.00; and

WHEREAS, the City's engineers are recommending the contract be awarded to All State Civil Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the recommendation of award for the Tidal Backflow Preventers project to All State Civil Construction, Inc.

SECTION 2. SEVERABILITY. If any section or portion of a section of this

Attachment: Exhibit B - 2024-R-68 (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 24th day of SEPTEMBER, 2024.

Attachment: Exhibit B - 2024-R-68 (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this 25 day of September, 2024, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as All State Civil Construction, Inc. organized and existing under the laws of the State of Florida; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____ trading as _____ of _____ City Daytona Beach State of Florida Zip Code 32119, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

A. The Contractor agrees to furnish all labor, materials, equipment for:

TIDAL BACKFLOW PREVENTERS

herein called for, in strict accordance with the Drawings and Specifications prepared by Mead & Hunt, Engineers, which Contract include, but is not limited to, the following Contract Documents:

a. Invitation
b. Instructions
c. Proposal
d. This Agreement
e. Performance Bond
f. Labor and Material Payment Bond
g. Insurance
h. Specifications
i. Addenda (if any)
j. Drawings

ARTICLE II.

A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **120 days with an additional 30 days for final completion**.

B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **$1000 (ONE THOUSAND DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total

Attachment: Exhibit C - All State Civil Construction Agreement (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

ORIGINAL DOC

amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of $ 615,960.00 and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

A. Payment to the Contractor shall be made as follows:

1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 95% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To ensure the proper performance of this Contract, the Owner will retain five percent (5%) of the amount of each estimate until the work is complete.

2. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation.

ARTICLE V.

A. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

Attachment: Exhibit C - All State Civil Construction Agreement (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

ORIGINAL DOCUMENT PURSUANT TO

ARTICLE VI.

A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.

ARTICLE VII.

A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

Valerie Manning 9/26/24

Valerie Manning

Title City Clerk

CITY OF HOLLY HILL, FLORIDA

By Joseph A. Forte 9/26/24

Joseph A. Forte

Title City Manager

WITNESS:

CONTRACTOR

By Chris Mehegan

END OF SECTION

Attachment: Exhibit C - All State Civil Construction Agreement (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department		Date
Finance		12/10/2024

ADD FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
461-0000-331-1000	Federal Grants	$400,000.00
	Total	$400,000.00

ADD FUNDS TO ACCOUNT NUMBER:		
461-8110-580-6300	Infrastructure	$400,000.00
	Project 24-SW02	
	Total	$400,000.00

Purpose of Transfer: (include as much detail as possible)

To record FDEP grant revenue and expenditure budget for Tidal Backflow project 24-SW02.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature _____ Date _____

City Manager Signature _____ Date _____

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature _____ Date _____

Step 2: Budget Adjustment Entry
Funds are available for this request? Yes____ No ____

Resolution # _____

Employee Signature _____ Date _____

Attachment: BAR FDEP grant Tidal Backflow Preventers Project (2024-R-98 : Grant Agreement for the Tidal Backflow Preventers Project)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 10, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Change Order to the Tom Evans Environmental, Inc., Purchase Order 230516 to Add Three Soft Starts with Their Pump and Motor Installation for the Amount of $17,692.29 and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-99**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill initiated the capital replacement of the water treatment plant transfer pumps and backwash pump in the fall of 2023. Specifically, the project included replacing original two (2) 20HP transfer pumps and one (1) 75HP backwash pump also with the all new valves and piping. The original pumps and valves were part of the original 1975 construction of the water plant and are over 50 years old.

Tom Evans Environmental, Inc.. is the local vendor that is authorized to provide the replacement of the current Peerless transfer pump systems and provide a turn-key quote for replacement. The City Commission approved Resolution 2023-R-81 for $265,954.04 for the new pumps, valves and piping. The original purchase order was amended to include low maintenance mechanical seals for $14,023.57. The original installation was completed under a Peerless sole source equipment and installation quote. This sole source letter is included as 'Exhibit A.'

Upon installation of the pumps and new piping, it was observed the that soft starts would be also be required to slowly ramp pumps up to speed to avoid jolting the piping with a full start. Soft starts were not part of the original design, but can be installed in the existing electrical panels and to eliminate the pipe jolting with startup and greatly extend the useful life of the pumps, motors and piping. The three (3) soft starts will be installed and warranted with Tom Evans Environmental, Inc., as a change order to the original purchase order for an additional $5,384.61 the two (2) 20 HP motors and $6,923.07 the one (1) 75 HP motor. The quote for the addition of the soft starts is attached as 'Exhibit B.'

Policy 2.25 of the City's Purchasing Policy provides an exemption from the bidding procedure for sole source items. The policy states; "Sole source or Standardization procurement is exempt from bidding procedures. The user department must submit to the Finance

Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds $50,000."

FISCAL ANALYSIS:

Funds were allocated in the fiscal year 2024/25 budget for the Clearwell Pump and Piping Project 24-WA-01. The original task for Tom Evans Environmental, Inc., is in the amount of $279,977.61 with the added mechanical seals. The total change order for the three (3) soft starts is $17,692.29. The new total project value is $297,692.29 with the soft starts included. There are adequate funds in general ledger account 407-8110-580-6300, Project 24-WA-01 to cover the cost of the change order.

STAFF RECOMMENDATION:

Approve the change order $17,692.29 to purchase order 230516 to provide soft starts to the two transfer motors and backwash motor to extend their useful life as provided by the quote from Tom Evans Environmental, Inc., for the turn-key installation in the amount of $17,692.29 and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING THE CHANGE ORDER TO THE TOM EVANS ENVIRONMENTAL, INC., PURCHASE ORDER 230516 TO ADD THREE SOFT STARTS WITH THEIR PUMP AND MOTOR INSTALLATION FOR THE AMOUNT OF $17,692.29 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Peerless Pump Sole Source Letter (PDF)
- Exhibit B - Tom Evans - Change Order Proposal to Add Soft Starts (PDF)

Resolution No. 2024-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE CHANGE ORDER TO THE TOM EVANS ENVIRONMENTAL, INC., PURCHASE ORDER 230516 TO ADD THREE SOFT STARTS WITH THEIR PUMP AND MOTOR INSTALLATION FOR THE AMOUNT OF $17,692.29 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE CHANGE ORDER TO THE TOM EVANS ENVIRONMENTAL, INC., PURCHASE ORDER 230516 TO ADD THREE SOFT STARTS WITH THEIR PUMP AND MOTOR INSTALLATION FOR THE AMOUNT OF $17,692.29 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Utility provides permitted water treatment system to help maintain the health and well-being of the community; and

WHEREAS, Tom Evans Environmental, Inc., is the sole source municipal product representative of Peerless Pumps used in the treatment of the water system; and

WHEREAS, The City Commission authorized Resolution 2023-R-81 with Tom Evans Environmental, Inc., for the replacement of the water plant transfer pumps and backwash pump, valving and piping system in the amount of $265,954.04; and

WHEREAS, The City Manager authorized a change order to the original purchase order to add low maintenance mechanical seals to the project in the amount of $14,023.57; and

WHEREAS, Tom Evans Environmental, Inc., provided a quote to add soft starts to the motors with the installation of the motors to extend the life of the pumping system for a cost of $17,692.29.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Commission of the City of Holly Hill accept the proposal to add soft start controllers to their existing task of installation of two (2) 20HP transfer pumps and one (1) 75 HP backwash pump to the existing service proposal from Tom Evans Environmental for $279,997.61.

SECTION 2. That the Commission of the City of Holly Hill approve a change order proposal for soft starts from Tom Evans Environmental, Inc., for $17,692.29, and authorize the City Manager to execute the same.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

John Penny, Mayor 12/10/2024

Valerie Manning, City Clerk,CMC 12/10/2024

Attachment: Exhibit A - Peerless Pump Sole Source Letter (2024-R-99 : Change Order #2 for Tom Evans Environmental Pump Install at WTP)

November 16, 2023

Mr. Mark Smith
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Smith,

Please accept this letter as formal notification to the City of Holly Hill that Tom Evans Environmental, by contract is the sole supplier for Peerless Pump products for peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps.

Please contact Tom Evans Environmental at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Tom Evans Environmental
3200 Flightline Dr.
Lakeland, FL 33811
Phone: 863.619.3789
Email: te@tomevans.com

Respectfully,

Mike McGaugh

Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company

Cc: Tom Evans Environmental

From: **Tom Evans** <te@tomevans.com>
Date: Tue, Dec 3, 2024 at 12:24 PM
Subject: Back wash pump and filter feed pump Starter Changes to Soft Starts
To: Jeff Jacobson <jjacobson@hollyhillfl.org>
Cc: Dennis Szczepanek <ds@tomevans.com>, Paul Ronan <pr@tomevans.com>, John Ruddell <jr@tomevans.com>

Good Morning / Afternoon Jeff

I am attaching a brochure on the starter devices that we propose to have ICON Technologies, Tampa, bring to your plant, remove the existing 20 HP starters and the 75 HP Backwash pump starter and replace with these soft starters, as a turn-key replacement in the same MCC Bucket and spaces.

ICON will remove, replace, and restore to service your pumps when complete

These starters were previously a Magnatek / Yaskawa product and now are the SolCon products.
They are stocked and serviced by ICON in Tampa, FL.

20 HP starters, provide and Install, EACH is $5384.61 (each pump)

75 HP Starters, provide and Install, EACH is $6923.07 (one pump)

Please consider this my formal quotation for this equipment made in accordance with the standard Purchasing Department Terms and Conditions for the City of Holly Hill, FL

Please respond to this email with any direction you have for us to order this equipment and installation service.

Tom Evans

Thomas R. Evans, President
Tom Evans Environmental, Inc.
3200 Flightline Drive, Suite 302
Lakeland, Florida 33811
305-588-6761 m
863-619-3789 office

Attachment: Exhibit B - Tom Evans - Change Order Proposal to Add Soft Starts (2024-R-99 : Change Order #2 for Tom Evans Environmental

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE:	**December 10, 2024**
FROM:	**Valerie Manning**
SUBJECT:	**A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Creation of the City of Holly Hill Business Association; Providing for Severability; and Providing for an Effective Date.**
NUMBER:	**2024-R-100**
APPLICANT:	**Amy Zengotita**
PLANNER:	

DISCUSSION:

Due to the closure of the Holly Hill Chamber of Commerce, city staff propose the creation of the City of Holly Hill Business Association to re-establish connections between city staff and elected officials with the local business community. This association will be open to all businesses, free of charge, offering a valuable platform for engagement and collaboration. Bi-monthly meetings will provide networking opportunities, city updates, and guest speakers offering insights relevant to the local business community. A bi-monthly e-newsletter will also keep businesses informed about upcoming events, useful resources, and important city news.

The goal of the Business Association is to strengthen the relationship between the City and its business community. Through this initiative, staff seeks to promote collaboration, innovation, and sustainable growth, fostering a welcoming environment that attracts both visitors and new businesses to Holly Hill. The mission of the City of Holly Hill Business Association is to cultivate a vibrant business ecosystem that supports entrepreneurship and business development while strengthening community connections, and contributing to the city's economic development.

FISCAL ANALYSIS:

There is no financial impact to the City for the City of Holly Hill Business Association.

STAFF RECOMMENDATION:

Staff recommends the Commission approve the creation of the City of Holly Hill Business Association.

COMMISSION GOAL:

Goal #5: Promote a small town city "branding" that focuses on the city's accessible staff and interactive use of technologies (i.e. city website), the city's business friendly approach to attract and retain business, and the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION:

TO APPROVE THE HOLLY HILL BUSINESS ASSOCIATION PLAN.

ATTACHMENTS:

- Holly Hill Business Association Plan (PDF)

Resolution No. 2024-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CREATION OF THE CITY OF HOLLY HILL BUSINESS ASSOCIATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CREATION OF THE CITY OF HOLLY HILL BUSINESS ASSOCIATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Holly Hill Chamber of Commerce has closed, leaving a gap in the relationship between the City of Holly Hill and its local business community; and

WHEREAS, The City of Holly Hill recognizes the importance of fostering strong connections between city staff, elected officials, and the business community to promote economic growth and collaboration; and

WHEREAS, The City seeks to establish the City of Holly Hill Business Association, an inclusive organization open to all businesses at no cost, to provide opportunities for engagement, collaboration, and networking; and

WHEREAS, The mission of the City of Holly Hill Business Association is to is to foster a vibrant business environment that encourages entrepreneurship, strengthens community ties, and contributes to the overall economic development of Holly Hill. We strive to be a catalyst for collaboration, innovation, and success among our members, ensuring a prosperous future for our community; and

WHEREAS, Monthly meetings and e-newsletters will offer local businesses valuable resources, updates, and networking opportunities to strengthen the relationship between the City and its business community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission hereby approves the creation of the City of Holly Hill Business Association to serve as a platform for engagement, collaboration, and support for the local business community.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect

immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

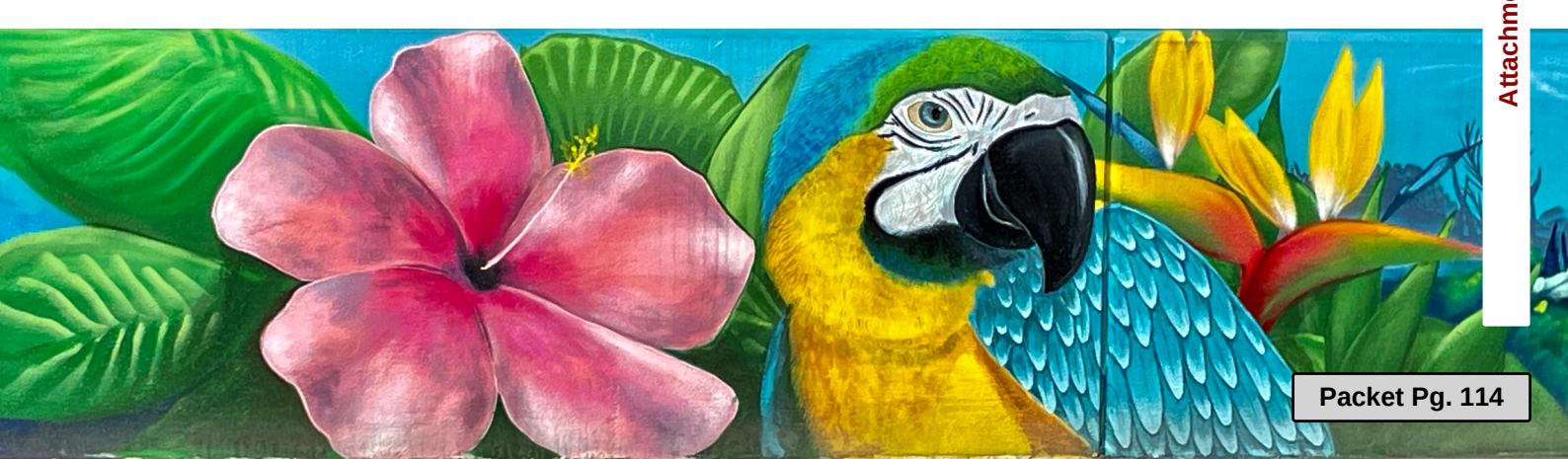
John Penny, Mayor 12/10/2024

Valerie Manning, City Clerk,CMC 12/10/2024

DECEMBER 2024

City of Holly Hill

BUSINESS ASSOCIATION PLAN



Attachment: Holly Hill Business Association Plan (2024-R-100 : Creation of the City of Holly Hill Business Association)

Content

EXECUTIVE SUMMARY 02

SERVICES 03

MARKETING PLAN 04

FUTURE PLANS & MILESTONES 05

CONTACT 06

Attachment: Holly Hill Business Association Plan (2024-R-100 : Creation of the City of Holly Hill Business Association)

Executive Summary

VISION

The City of Holly Hill Business Association envisions a thriving and inclusive community where local businesses flourish, and residents enjoy a vibrant, dynamic economy. We aspire to be a leading force in fostering collaboration, innovation, and sustainable growth, creating a welcoming environment that attracts visitors and supports the unique character of Holly Hill. Together, we aim to cultivate a strong sense of community pride and identity, making Holly Hill a desirable place to live, work, and do business.

MISSION

The City of Holly Hill Business Association is dedicated to promoting and supporting the growth of local businesses while enhancing community engagement. Our mission is to foster a vibrant business environment that encourages entrepreneurship, strengthens community ties, and contributes to the overall economic development of Holly Hill. We strive to be a catalyst for collaboration, innovation, and success among our members, ensuring a prosperous future for our community.

SUPPORT FOR LOCAL BUSINESS

Provide resources, training, and networking opportunities to help businesses thrive.

COMMUNITY ENGAGEMENT

Organize community events, markets, and festivals that highlight local businesses. Foster partnerships with schools, nonprofits, and local organizations to enhance community ties.

ECONOMIC DEVELOPMENT

Advocate for policies that support local economic growth and attract new businesses. Work to enhance infrastructure, such as transportation and public spaces, to benefit businesses and residents.

NETWORKING AND COLLABORATION

Create opportunities for local business owners to connect, share ideas, and collaborate, building a supportive network that enhances collective success.

MARKETING AND PROMOTION

Develop a strong online presence and marketing strategy to showcase local businesses and events. Utilize Holly Hill FL Events' social media pages to increase visibility and attract visitors.

ADVOCACY

Work collaboratively with Holly Hill businesses to address challenges and promote business-friendly policies.

Attachment: Holly Hill Business Association Plan (2024-R-100 : Creation of the City of Holly Hill Business Association)

Services

MONTHLY MEETINGS

Host monthly events at Pictona from 4:00pm to 5:00pm. Meetings will include networking mixers, educational seminars, and social gatherings. The goal is to build relationships, voice concerns, and create a community amongst the businesses in Holly Hill.

NEWSLETTER

Provide a monthly e-newsletter that keeps members informed about association activities, events, and initiatives. Share important updates, news, and resources relevant to local businesses. Provide valuable insights, tips, and best practices on topics like marketing, finance, and sustainability.

EVENT PARTICIPATION

Encourage participation in events as it is crucial for fostering a vibrant business community, enhancing collaboration, and promoting local economic growth. By actively engaging members and the community, the City of Holly Hill Business Association can strengthen its impact and achieve its goals.

SURVEYS

Conduct surveys to gather feedback from members about community needs.

Attachment: Holly Hill Business Association Plan (2024-R-100 : Creation of the City of Holly Hill Business Association)

Marketing Plan

This marketing plan provides a strategic framework to enhance the visibility and impact of the City of Holly Hill Business Association. The marketing plan aims to increase awareness, engagement, and participation among local businesses and the community in Holly Hill. By leveraging various marketing strategies, the association will promote local businesses, enhance community ties, and drive economic growth.

INITIAL REACH

Utilize multiple channels including email, phone calls, BTRs and social media, to reach out to Holly Hill businesses to invite them to the monthly meetings and ask them to subscribe to the monthly newsletter.

DEVELOP OUTREACH MATERIALS

Create visually appealing materials that outline the association's mission, benefits, and upcoming events that will be given out at events, in person visits, and other economic gatherings.

FOLLOW-UP

After initial outreach, send follow-up messages to thank businesses for their time and remind them of the benefits of joining or participating such as monthly meetings, newsletters, event participation, and participate in City surveys. The lines of communication will be kept open for any questions or additional information.

CONTACT LIST

Compile a list of local businesses, including their contact information (emails, phone numbers).

Attachment: Holly Hill Business Association Plan (2024-R-100 : Creation of the City of Holly Hill Business Association)

Future Plans & Milestones

This framework provides a structured approach to future plans and milestones for the City of Holly Hill Business Association. By setting clear goals and timelines, the association can effectively measure progress, engage its members, and contribute positively to the local community. Regularly revisiting and adjusting these plans based on feedback and changing circumstances will ensure ongoing relevance and success.



MILESTONES

2025 Q1

Launch Membership Drive. Host an open house.

2025 Q2

Launch monthly meetings and monthly newsletter.

2025 Q3

Involve more businesses in National Night Out and other city events

2025 Q4

All businesses have been contacted in Holly Hill and new businesses are contacted as BTRs are given.

Attachment: Holly Hill Business Association Plan (2024-R-100 : Creation of the City of Holly Hill Business Association)

HOLLY HILL
FLORIDA

Community Redevelopment Agency

1065 Ridgewood Avenue
Holly Hill, FL 32117

azengotita@hollyhillfl.org

https://www.hollyhillfl.org/economicdevelopment

386-248-9446

Attachment: Holly Hill Business Association Plan (2024-R-100 : Creation of the City of Holly Hill Business Association)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **December 10, 2024**
FROM: **Michele Moore**
SUBJECT: **Approving the Purchase of Speed Measurement Devices as Permitted with Funds from FDOT Grant - 2025 Aggressive Driving and Speeding Project - Subgrant for Highway Traffic Safety Funds FDOT Project Number SC-2025-00412. FDOT Contract Number : G3576.**
NUMBER: **DOC-2024-9**
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Police Department applied for and was recently awarded a grant from the Florida Department of Transportation (FDOT) to specifically address Speeding / Aggressive Driving. This grant award is for a total of $56,000 in which $30,000 must be used for overtime payments to officers assigned specifically to Traffic Enforcement in the targeted enforcement areas. Whereas $26,000 must be used for the purchase of eight (8) in car radars with dual antennas that allow for mobile speed enforcement.

The Police department has received three (3) quotes for the purchase of eight (8) DSR 2 Antenna Radars. The lowest quote received is from Stalker Radar and Applied Concepts for $25,980.00.

This grant allows for targeted enforcement areas throughout the city as speeding complaints have not been isolated to just arterial roadways. Funding through this grant will expire on September 30, 2025.

FISCAL ANALYSIS:

This is a non-matching grant that will reimburse the city quarterly for qualified overtime and equipment expenses.

STAFF RECOMMENDATION:

Approve the purchase of eight (8) DSR2 Antenna Radars from Applied Concepts as provided for in FDOT Grant (Project Number: SC-2025-00412) Aggressive Driving and Speeding Project grant award. This purchase will allow for enhanced Traffic Enforcement operations within targeted areas.

COMMISSION GOAL:

GOAL #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for Agenda Item (ID #) services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

GOAL #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water, and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

MOTION TO APPROVE THE PURCHASE OF THE EIGHT (8) STALKER DSR 2 ANTENNA RADAR FROM STALKER RADAR AND APPLIED CONCEPTS FOR $25,980.00 AS PROVIDED IN FDOT GRANT (PROJECT NUMBER, SC-2025-00412) SPEED/AGGRESSIVE DRIVING ENFORCEMENT PROGRAM GRANT AWARD.

- Subgrant for Highway Safety FDOT 2024_2025 (PDF)

Docusign Envelope ID: 2A150031-9819-436E-845C-038F2A879FDA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** SC-2025-00412	**FDOT Contract Number:** G3576
Federal Funds Awarded: $56,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date: 11/19/2024	**Subgrant End Date:** 09/30/2025

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Aggressive Driving and Speeding Project
2. Federal Funding: $56,000 Match: $0 Total Cost: $56,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Holly Hill	Agency Name:	Holly Hill Police Department
Address:	1065 Ridgewood Ave	Address:	1065 Ridgewood Ave
City:	Holly Hill	City:	Holly Hill
State:	Florida	State:	Florida
Zip:	32117	Zip:	32117

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000337 001

6. Federal Unique Entity Identifier (UEI) Number: ZK7ZUMNURSG6

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Michele Moore	Name:	Byron K. Williams
Address:	1065 Ridgewood Ave	Address:	1065 Ridgewood Ave
City:	Holly Hill	City:	Holly Hill
State:	Florida	State:	Florida
Zip:	32117	Zip:	32117
Telephone:	(386) 248-9426	Telephone:	(386) 248-9494
E-mail:	mmoore@hollyhillfl.org	E-mail:	bwilliams@hollyhillfl.org
9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Michele Moore	Name:	Nicole Kloetz
Title:	Finance Director	Title:	Administrative Assistant
Telephone:	(386) 248-9426	Telephone:	(386) 248-9491
E-Mail:	mmoore@hollyhillfl.org	E-Mail:	nkloetz@hollyhillfl.org

11. Payment Remittance Address:
    - Name: City of Holly Hill
    - Address: 1065 Ridgewood Ave
    - City: Holly Hill
    - State: Florida
    - Zip: 32117

Attachment: Subgrant for Highway Safety FDOT 2024_2025 (DOC-2024-9 : FDOT Grant - 2025 Speed / Aggressive Driving Enforcement)

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

The City of Holly Hill is a coastal community of approximately 13,000 located in East Central Florida along the scenic Halifax River nestled between the cities of Daytona Beach and Ormond Beach.

Being a certified city for business, Holly Hill is known for its successful commercial environment which embraces enterprises including grassroots commerce, manufacturing, and international corporations. The city's vision for the community is to "provide a safe, vibrant, affordable and diverse community in which all generations can enjoy a secure quality of life".

The city is home to perhaps the largest concentration of light industry in Volusia County, and the daytime population is estimated at quadruple that of the permanent population. Furthermore, the city's proximity to the Daytona Beach resort area results in significant seasonal increases in both population and traffic density associated with various special events including, but not limited to, Speed Weeks, Spring Break, and Bike Week.

The City of Holly Hill hosts 3 major arterial roadways:- Nova Road, Ladies Professional Golf Association (LPGA) Boulevard, and Ridgewood Avenue (US-1). These roadways link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorists transit the City of Holly Hill daily. Speeding complaints received directly from citizens or via social media indicate that speeding through residential neighborhood streets is the police department's most frequently received grievance.

According to the 2021 National Highway Traffic Safety Administration (NHTSA) Fact Sheet, "in 2018 there were 9,378 fatalities in crashes where at least one driver was speeding, which is 26 percent of total traffic fatalities for the year.". Furthermore, among "speeding drivers involved in fatal crashes in 2018, 25 percent did not have valid driver licenses at the time of the crashes, compared to 12 percent of non-speeding drivers (NHTSA, April 2002).

Although the police department's efforts have helped, continued education, data collection and analysis, and enforcement of the state's speed and aggressive driving laws are necessary to reduce traffic incidents resulting in serious injuries and fatalities.

2. Proposed Solution:

In keeping with the Florida Department of Transportation (FDOT) Police Traffic Services Project's programmatic objectives, the Holly Hill Police Department will implement an Aggressive Driving and Speeding Enforcement Program designed to increase the comprehensive enforcement of applicable traffic laws citywide.

In addition, the Aggressive Driving and Speeding Enforcement Program will incorporate NHTSA's 2022 "Countermeasures that Work" described in 4.1 Communications and Outreach Supporting Enforcement. Beginning with a public awareness campaign by distributing informational handouts to traffic violators, the implementation of PSA's throughout the departments social medial outlets (Facebook and Twitter), and presentations will be conducted about the dangers of aggressive driving and speeding at various community meetings. To maximize the initiative, the program will continue to be separated into 4 different phases following the city's fiscal year:

1st Phase (October - December)
2nd Phase (January - March)
3rd Phase (April - June)
4th Phase (July - September)

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The 1st and 2nd phases of operation will begin with disseminating motorist educational materials using social media, print, electronic media, digital road messaging, and public services announcements. In addition, law enforcement officers specifically assigned to the radar/laser traffic enforcement operations, involving static and roving units for greatest visibility, will issue written warnings, educational pamphlets, and other program specific materials to enhance driver awareness about the dangers of aggressive driving and speeding.

The 3rd and 4th phases will include aggressive enforcement activities by both static and roving law enforcement officers who will issue uniform traffic citations, as appropriate, to observed violators.

The Holly Hill Police Department Speeding and Aggressive Driving Enforcement Program is designed to enhance public awareness and reduce traffic crashes through motorist educational and targeted enforcement in identified high incident areas citywide.

Funds will be also utilized to purchase 8 in car radars that will be installed in marked police vehicles. The in-car radars will allow police officers to conduct mobile speed enforcement, and be able to cover more areas for speeding and aggressive driving enforcement.

The educational component of the campaign will consist of a series of education to the public using a message board, local media outlets, social media, and press releases regarding the purposes and goals of the campaign and how it will affect the community.

The Project Director will be responsible for the allocation of personnel to achieve the greater impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. The Project Director will also ensure funds from this program are used prudently and conservatively to ensure the award will extend the entire subgrant cycle. Every officer that performs under this subgrant will complete any mandated training and will complete the FDOT State Safety Office Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be submitted and maintained by the Project Director, who will ensure that copies are attached to each reimbursement invoice.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 5% when compared to the 10/01 to 06/30 time period from the previous year.
c. Conduct at least 6 speed and/or aggressive driving high visibility overtime enforcement operations per month.
d. Participate in the state Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
e. Conduct and/or participate in 9 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period and provide details.
f. Provide speed and/or aggressive driving information and education to the public through the use of multimedia outlets (i.e. message boards/local media outlets/social media/press releases, and or printed materials) at least 12 times during the project period.

4. Evaluation:

a. Enforcement activity start date.
b. Speed and/or aggressive driving crashes and fatalities are reduced by 5% citywide, compared to the previous three-year average.
c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.
d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.
e. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
f. The number of instances that speed and/or aggressive driving information and education is provided to the

Attachment: Subgrant for Highway Safety FDOT 2024_2025 (DOC-2024-9 : FDOT Grant - 2025 Speed / Aggressive Driving Enforcement)

public through the use of multimedia outlets during the project period.

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Part III: PROJECT DETAIL BUDGET

Project Title: Aggressive Driving and Speeding Project

Project Number: SC-2025-00412

FDOT Contract Number: G3576

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement, and Workers Compensation.	$30,000	$0	$30,000	No
	Subtotal:	**$30,000**	**$0**	**$30,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
Speed Measurement Devices (Under $10,000 per unit).	Purchase of speed measurement devices necessary for program implementation. Individual devices cannot have cost of $10,000 or more.	$26,000	$0	$26,000	No
	Subtotal:	**$26,000**	**$0**	**$26,000**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$56,000**	**$0**	**$56,000**	

Attachment: Subgrant for Highway Safety FDOT 2024_2025 (DOC-2024-9 : FDOT Grant - 2025 Speed / Aggressive Driving Enforcement)

Docusign Envelope ID: 2A150031-9819-436E-845C-038F2A879FDA

Part IV: PERFORMANCE REPORT

Project Title: Aggressive Driving and Speeding Project

Project Number: SC-2025-00412

FDOT Contract Number: G3576

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.

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Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

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

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

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

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

   The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

   Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

   To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

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6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

   (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

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The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. **Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

    (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

    (b) Affirmative steps must include:

    (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

    (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

    (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

    For purposes of this section:

    (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

    (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

    In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

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15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

    (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;

    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);

    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

    (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

    (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100);

    (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;

    (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and

    (l) Nondiscrimination Clause.

    During the performance of this subgrant, the Subrecipient agrees:

    (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

    (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

    (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA;

    (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

    (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

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17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

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

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

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

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

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(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

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(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's 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 intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's 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 intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

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MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

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52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. **Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

(c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

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56. **Expense Purchases for $200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. **Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

    Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

    If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. **How this Agreement is Affected by Provisions Being Held Invalid.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. **Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

    (a) Failure to provide the required audits;

    (b) Failure to provide required performance and final narrative reports in the required time frame;

    (c) Failure to perform work described in Part II of this Agreement;

    (d) Failure to provide reimbursement requests and performance reports in the required time frame;

    (e) Providing fraudulent performance reports or reimbursement requests; or

    (f) Misuse of equipment purchased with Federal highway safety funds.

60. **Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. **Personnel Hired or Paid Under this Agreement.**

    (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

    (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

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(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

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64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

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FINANCIAL/FISCAL

66. **Allowable Costs**. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. **Subcontract Agreements.**

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21 of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16 of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34 of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28 of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22 of Part V)*

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68. **Indirect Costs**. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

69. **Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. **Procedures for Reimbursement.**

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report. **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

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b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

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(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

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iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. **Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. **Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Attachment: Subgrant for Highway Safety FDOT 2024_2025 (DOC-2024-9 : FDOT Grant - 2025 Speed / Aggressive Driving Enforcement)

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcment.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

Attachment: Subgrant for Highway Safety FDOT 2024_2025 (DOC-2024-9 : FDOT Grant - 2025 Speed / Aggressive Driving Enforcement)

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am.aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by …." or "Provided by …" may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

Attachment: Subgrant for Highway Safety FDOT 2024_2025 (DOC-2024-9 : FDOT Grant - 2025 Speed / Aggressive Driving Enforcement)

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Attachment: Subgrant for Highway Safety FDOT 2024_2025 (DOC-2024-9 : FDOT Grant - 2025 Speed / Aggressive Driving Enforcement)

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** $56,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37523300004020FL0	02/14/2023

Attachment: Subgrant for Highway Safety FDOT 2024_2025 (DOC-2024-9 : FDOT Grant - 2025 Speed / Aggressive Driving Enforcement)

Project Title: Aggressive Driving and Speeding Project

Project Number: SC-2025-00412

FDOT Contract Number: G3576

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Chris Craig B67DFADA5D764E4... *Authorized FDOT State Safety Office Representative*

Date: 11/19/2024 | 1:14 PM EST *Date Signed*

Reviewed for the Florida Department of Transportation:

By: Signed by: Jim DeMonte A06F7A1A9BA2428... *Authorized FDOT Attorney*

Date: 11/19/2024 | 10:49 AM EST *Date Signed*

SUBRECIPIENT

By: *Signature of Authorized Representative*

Name: Joseph FORTE *Authorized Representative's Name Printed*

Title: City Manager *Authorized Representative's Title Printed*

Date: 11-5-2024 *Date Signed*

IMPLEMENTING AGENCY

By: *Signature of Authorized Representative*

Name: Byron Williams *Authorized Representative's Name Printed*

Title: Chief of Police *Authorized Representative's Title Printed*

Date: 11/05/24 *Date Signed*

NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.

Attachment: Subgrant for Highway Safety FDOT 2024_2025 (DOC-2024-9 : FDOT Grant - 2025 Speed / Aggressive Driving Enforcement)

To: Sharayton.Kalkai@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3576

11/5/2024

CONTRACT INFORMATION

Contract:	G3576
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF HOLLY HILL
Vendor ID:	F596000337001
Beginning Date of This Agreement:	11/04/2024
Ending Date of This Agreement:	09/30/2025
Contract Total/Budgetary Ceiling:	ct = $56,000.00
Description:	SC-2025-00412 Holly Hill, Aggressive Driving and Speeding Project

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 11/5/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55671000961
Expansion Option:	A6
Object Code:	780000
Amount:	$56,000.00
Financial Project:	45359328401
Work Activity (FCT):	174
CFDA:	20.600
Fiscal Year:	2025
Budget Entity:	55150200
Category/Category Year:	088796/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $56,000.00

Attachment: Subgrant for Highway Safety FDOT 2024_2025 (DOC-2024-9 : FDOT Grant - 2025 Speed / Aggressive Driving Enforcement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: December 10, 2024
FROM: Michele Moore
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2024-2025 Annual Operating Budget, Appropriating Open Project Carry Over Funds, Appropriating Carry Over Funds for Hurricane Milton Expenditures and to Carry Over Donations Received from the Fiscal Year 2023-2024 to the Fiscal Year 2024-2025 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-101
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill appropriated funds for Projects prior to the commencement of Fiscal Year 2025 which were incomplete as of September 30, 2024.

This Resolution will carryover funds into the new fiscal year to fund Projects that began in prior fiscal years but were incomplete on September 30, 2024. These funds were unencumbered as of September 30th but appropriated for specific projects.

In addition, the City of Holly Hill Police Department received restricted donations for Back to School and Toy Drive activities totaling $2,405.00 in fiscal year 2024. This resolution will carryover these funds into the new fiscal year for expenditures relating to these activities.

This resolution will also carryover $205,099.20 in funds for expenditures relating to Hurricane Milton. Replacement of equipment damaged by Hurricane Milton: $5,099.20, public assistance consulting: $200,000.00.

FISCAL ANALYSIS:

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level.

STAFF RECOMMENDATION:

Approve Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING CARRY OVER FUNDS FROM THE FISCAL YEAR 2023-2024 TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES.

ATTACHMENTS:

- Attachment A - Budget Amendment Carry forward_ Open Projects (PDF)
- Attachment B - Budget Amendment Carry forward_ PD Donations and Hurricane Milton Exp (PDF)
- Open Project List 9302024 (PDF)

Resolution No. 2024-101

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN PROJECT CARRY OVER FUNDS, APPROPRIATING CARRY OVER FUNDS FOR HURRICANE MILTON EXPENDITURES AND TO CARRY OVER DONATIONS RECEIVED FROM THE FISCAL YEAR 2023-2024 TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING CARRY OVER FUNDS, AND DONATIONS RECEIVED FROM THE FISCAL YEAR 2023-2024 TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain Projects appropriating funds initiated prior to the fiscal year commencing October 1, 2024, which remain incomplete and will carryover from fiscal year 2023-2024 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City received restricted donations during Fiscal Year 2024 for Police Department activities and

WHEREAS, the City of Holly Hill City received damages during Hurricane Milton and

WHEREAS, the City of Holly Hill Commission adopted Resolution 2024-R-66 approving the Annual Operating Budget for Fiscal Year 2024-2025; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2024-R-66 approving the Annual Operating Budget for Fiscal Year 2024-2025; and Resolution 2024-R-95, Resolution 2024-R-85, Resolution 2024-R-77, Resolution 2024-R-71, and Resolution 2024-R-72 amending the Fiscal Year 2024/2025 budget, and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. BUDGET AMENDMENT. The carryover funds are hereby appropriated as set forth in Composite Exhibit “A” and Exhibit "B" attached hereto, which reflects revenues and corresponding expenditures for the designated projects and expenditures for the fiscal year 2024-2025 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2024 through September 30, 2025. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

John Penny, Mayor 12/10/2024

Valerie Manning, City Clerk,CMC 12/10/2024

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department	Date
Finance	12/10/2024

ADD FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-0000-389-1000	Prior Year Carryover	$154.30
002-0000-389-1000	Prior Year Carryover	$802,687.79
139-0000-389-1000	Prior Year Carryover	$2,100,817.67
301-0000-389-1000	Prior Year Carryover	$2,662,714.03
400-0000-389-1000	Prior Year Carryover	$355,356.08
407-0000-389-1000	Prior Year Carryover	$2,351,262.15
461-0000-389-1000	Prior Year Carryover	$1,272,933.61
	Total	$9,545,925.63

ADD FUNDS TO ACCOUNT NUMBER:		
001-8110-580-6400	Machinery & Equipment	$154.30
002-4141-541-4601	Repairs & Maintenance	$234,809.49
002-8110-580-4601	Repairs & Maintenance	$567,878.30
139-8110-580-6300	Infrastructure	$2,100,817.67
301-8110-580-6200	Buildings	$1,454,467.62
301-8110-580-6300	Infrastructure	$1,208,246.41
400-8110-580-6300	Infrastructure	$355,356.08
407-8110-580-6300	Infrastructure	$2,306,982.51
407-8110-580-6400	Machinery & Equipment	$44,279.64
461-8110-538-6400	Machinery & Equipment	$154.30
461-8110-580-6300	Infrastructure	$1,272,779.31
	Total	$9,545,925.63

Purpose of Transfer: (include as much detail as possible)

To carryover prior year funds for fiscal year 2025 for open projects as of 09/30/2024.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature _____ Date _____

City Manager Signature _____ Date _____

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature _____ Date _____

Step 2: Budget Adjustment Entry

Funds are available for this request? Yes____ No ____

Resolution # _____

Employee Signature _____ Date _____

Attachment: Attachment A - Budget Amendment Carry forward_ Open Projects (2024-R-101 : Budget Resolution Carryover Funds from FY23-24 to FY24-25)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department		Date
Finance		12/10/2024

ADD FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-0000-389-1000	Prior Year Carryover	$2,405.00
400-0000-389-1000	Prior Year Carryover	$5,099.20
495-0000-389-1000	Prior Year Carryover	$200,000.00
	Total	$207,504.20

ADD FUNDS TO ACCOUNT NUMBER:		
001-2110-521-5201	Operating supplies PD	$2,405.00
400-8110-580-6400	Machinery & Equipment	$5,099.20
495-3040-534-3400	Other Services	$200,000.00
	Total	$207,504.20

Purpose of Transfer: (include as much detail as possible)

To carryover prior year funds for Police Department donations restricted for Back to School and Toy Drive expenses received in fiscal year 2024. To carryover prior year funds for the purchase of a Scaletron Model 5000-EK-2 damaged due to Hurricane Milton, and to carryover prior year funds for Hurricane Milton public assistance consulting

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature Date

City Manager Signature Date

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature Date

Step 2: Budget Adjustment Entry
Funds are available for this request? Yes____ No ____

Resolution #

Employee Signature Date

Attachment: Attachment B - Budget Amendment Carry forward_ PD Donations and Hurricane Milton Exp (2024-R-101 : Budget Resolution

	Project Status Report as of	9/30/2024
Project Number	Project Name	Budget Remaining 09/30/2024
22BG06	FIRE STATION	1,354,467.62
22BG09	OLD FIRE STATION CONVERSION	100,000.00
22BG10	SEAWALL RIVERSIDE PARK	736,810.00
22BG12	SUNRISE PARK IMPROVEMENTS	471,388.54
22ST02	STREETS VEHICLE 2022 F350	154.30
22ST08	PHASE 3 OVER-UNDERGROUND CONVERSION	2,100,817.67
22SW04	MIRAGE DRAINAGE POND	552,485.00
22WW05	LIFT STATION #4 REHAB	300,309.44
22WW06	COMPLIANCE SB #64	287,347.60
22WW08	ARPA BTU #3	68,008.48
23ST03	SCHOOL ZONE IMPROVEMENTS	270.00
23WA02	AERATOR TANK COATING	20,000.00
24BG04	SUNRISE PARK IMPROVEMENTS (playground)	47.87
24ST01	ANNUAL PAVING PROGRAM	234,809.49
24ST02	ANNUAL SIDEWALK REPLACEMENT PROGRAM	17,422.30
24ST03	FORD F-350 MINI DUMP	154.30
24ST04	FORD F-350 UTILITY BOX W/HOIST	23,789.30
24ST05	SIDEWALKS - COMBINED	550,186.00
24SW01	RIVERSIDE DUCKBILLS	690,580.75
24SW02	PIPE LINING OF STORMWATER PIPES	29,713.56
24WA01	CLEARWELL PUMPS, PIPING	472,379.91
24WA04	TANK CLEANINGS	10,000.00
24WA05	WATER MAIN REPLACEMENTS 3RD ST/.CAVANAGH/FLORI	200,000.00
24WW02	NEW GOLF COURSE FLOW VALVE	490.34
24WW05	MIDNIGHT FLOW STUDY	17,196.16
24WW06	RESURFACE/SEAL WALL OF MANHOLES	974.00
24WW07	SEWER SERVICE EXTENSION	1,305,563.00
24WW09	SEWER PIPE LINING	560.00
		9,545,925.63

Attachment: Open Project List 9302024 (2024-R-101 : Budget Resolution Carryover Funds from FY23-24 to FY24-25)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 10, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Tetra-Tech, Inc., to Provide Disaster Public Assistance Consulting Services for Hurricane Milton in an Amount Not to Exceed $200,000, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-102**
APPLICANT:
PLANNER:

DISCUSSION:

Hurricane Milton has had a significant impact in the City of Holly Hill, and current estimates forecast a financial impact of $2,393,601.30 for public property damages, debris hauling services and debris monitoring services. This includes estimates for repair and replacement of City assets in the amount of $993,601.33, debris hauling in an amount not to exceed $1,000,000 and debris monitoring in an amount not to exceed $400,000.

In an effort to recover expenditures in as expedited manner as possible, staff recommend that the City contract with a disaster public assistance consulting contractor with considerable experience working with FEMA and a proven history of receiving reimbursement on behalf of their clients. Accordingly, a request for proposals was broadcast under project RFP 25-PW-07 for these services. Request for Proposals 25-PW-07 is included under “Exhibit A”.

On November 26, 2024, a bid opening was held, with proposals received from The Integrity Group, Tetra Tech and Integrated Solutions Consulting. Submissions received are included under “Exhibits B – D”.

An evaluation committee convened on November 26, 2024 to determine which of these consultants should be recommended for award. The committee unanimously selected Tetra Tech as the most qualified consultant to perform this work. Evaluation committee matrices are included under “Exhibit E”.

Staff recommend that an agreement is made with Tetra Tech to provide disaster cost recovery and related grant and project management services for Hurricane Milton for an amount not to exceed $200,000. The terms of this agreement shall be for three (3) years from the date of the award with two (2) subsequent one-year extension options.

FISCAL ANALYSIS:

There are currently adequate funds in the Solid Waste account 495-3040-534-3400 to cover the cost of Public Assistance Consulting.

STAFF RECOMMENDATION:

Approve an agreement with Tetra-Tech, Inc. to provide disaster public assistance consulting services for Hurricane Milton in an amount not to exceed $200,000 and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

RESOLUTION:

APPROVE AN AGREEMENT WITH TETRA-TECH, INC. TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $200,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - RFP 25-PW-07 Public Assistance Consulting (PDF)
- Exhibit B - The Integrity Group Proposal (PDF)
- Exhibit C - Tetra Tech Proposal (PDF)
- Exhibit D - Integrated Solutions Consulting Proposal (PDF)
- Exhibit E - Evaluation Committee Matrices (PDF)

Resolution No. 2024-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES FOR HURRICANE MILTON IN AN AMOUNT NOT TO EXCEED $200,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES FOR HURRICANE MILTON IN AN AMOUNT NOT TO EXCEED $200,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires a contractor to provide disaster public assistance consulting to assist in the recovery of expenditures from Hurricane Milton; and

WHEREAS, a Request for Proposals was broadcast with three proposals received; and

WHEREAS, an Evaluation Committee comprised of three City staff reviewed all proposals received and unanimously recommend that Tetra Tech be selected to provide disaster cost recovery and related grant and project management services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve an agreement with Tetra-Tech, Inc., to provide disaster public assistance consulting services for Hurricane Milton in an amount not to exceed $200,000, and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3 . EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

John Penny, Mayor 12/10/2024

Valerie Manning, City Clerk,CMC 12/10/2024

Request for Proposals

NUMBER
RFP 25-PW-07

HOLLY HILL
FLORIDA

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

Michele Moore, Finance Director

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

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CITY OF HOLLY HILL

SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

BID NO. 25-PW-07

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Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

SECTION 00 02 00

REQUEST FOR PROPOSALS
CITY OF HOLLY HILL, FLORIDA
Disaster Cost Recovery and Related Grant and Project Management Services
BID# 25-PW-07

Notice is hereby given that the City of Holly Hill, Florida is accepting bids to provide Disaster Cost Recovery and Related Grant and Project Management Services for the City of Holly Hill.

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 10:00 am, November 26, 2024** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a non-mandatory pre-bid meeting for this project at **City of Holly Hill Commission Chamber at 10:00 am on November 12, 2024.** The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work - Activities include grant or FEMA Project Worksheet preparation, grants or project management and accounting for costs related to disaster recovery in accordance with Federal, State and local regulations.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to Michele Moore at financedirector@hollyhillfl.org . Questions to be submitted no later than **5:00 pm on November 20, 2024.**

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specified time so that a bid can be considered. No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

One (1) original and (1) electronic copy on USB flash drive of the bid shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside:

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

CITY OF HOLLY HILL
VOLUSIA COUNTY,
FLORIDA s/ Joseph A. Forte
City Manager

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

SECTION 00 10 00

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to provide:

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

BID NO. 25-PW-07

1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

A. Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed in writing to Michele Moore at financedirector@hollyhillfl.org. Questions to be submitted no later than 5:00 pm on November 20, 2024. Any addenda will be issued by November 22, 2024.

1.04 RECEIPT OF BIDS

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal shall be submitted as described in Section 00 30 00-3 under Supplemental Requirements.

1.05 BIDDER'S QUALIFICATIONS

The Bidder will be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;

b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,

c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.

If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

1.06 BIDDER'S RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto.

The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00 31 00 with each bid. The bid may be considered non-responsive without this form.

The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

1.09 PROPOSAL SECURITY

Bid bonds will not be required for this project.

1.10 WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person,

or by an accredited representative of the Bidder before the time set for the opening of the Proposals.

No bids may be withdrawn for a period of NINETY (90) DAYS after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

and become a part of the Contract Documents, Bidders may submit a written request for an interpretation thereof to financedirector@hollyhillfl.org. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 LOBBYING

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Engineer of record if applicable. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

1.14 Pre-Bid Conference

☒ A non-mandatory pre-bid conference is scheduled for November 12, 2024 at 10:00 am in the City Hall Commission Chambers, located at 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

1.15 Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	**Date**
Issue **RFP** Notice	November 3, 2024
Non-Mandatory Pre-Bid Conference	November 12, 2024 @ 10:00am
Last Date for Receipt of Written Questions	November 20, 2024 @ 5:00pm
Addendum Issued (If Applicable)	November 22, 2024
Opening Date	November 26, 2024 @ 10:00am
Evaluation Committee	November 27, 2024 @ 9:00am
Notice of Recommendation	November 27, 2024
City Commission Hearing Date	December 10, 2024

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

1 .16 SCOPE OF WORK

A general description of the scope of professional services required is, but not limited to, the scope detailed on Exhibit A.

A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Qualification shall meet the following responsibilities/requirements:

1) **Drug-Free Workplace**: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

2) **General:**

A) Minimum five (5) years' experience in the recovery of disaster funds following a federally declared disaster.

Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for two (2) years from the date of award with two (1) one-year extension options that may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the extension option shall be granted.

The selected consultant shall notice the City of any price increase by September 1

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Community Development Department, (386) 248-9422.

B) Principals/Collusion

By submission of this RFP, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **IRFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the **City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117.** Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

There is no vendor preference in place for this agreement.

Instructions for Bid

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☐ Not Applicable

☒ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

☒ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 10:00 a.m., local time, on or before November 26, 2024 to:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) original and one (1) electronic copy in PDF format, on an USB flash drive.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposals enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1) The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

2) Invitation to Bids (**RFP**) issued.

3) Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4) The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.

5) Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6) The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the

Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines

must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Invitation to Bid's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

1) Tab I – Management Summary:

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II – Corporate Experience and Capacity:

The Proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

a. A description of the company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.

b. Description of the company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint-Venture. List all individual owners of ten percent (10 %) or more.

3) Tab III – Customer Listing:

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each Qualification.

5) Tab IV – Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab V – Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

7) Tab VI – Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

8) Tab VII – Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services.

Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 30% of an available 100% total value (30-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	30	30.0
Company #2	$108,000.00	$100,000.00	92.6%	30	27.78
Company #2	$120,000.00	$100,000.00	83.3%	30	24.99

L) Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Professional Proposals: **• Including specialized experience and technical competence, necessary to satisfactory performance of the required services as described in the Scope of Work. This should include cost recovery activities as well as grant development and management, and benefit-cost-analyses**	**50**
Experience with local governments **• Work with the City of Holly Hill, work with cities within Volusia County, work with cities and counties within the State of Florida will be considered**	**25**
Price	**25**
Total Points	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the hi volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

2) Contract / Agreement and All Required Forms

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Public Entities Crimes Statement
- Compliance with Public Records Law
- References Form
- Vendor Information
- W9
- Proposal Pricing Form

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract / agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

The mailing envelope must be sealed and marked with "RFP 25-PW-07", Proposal Title "DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES" " and November 26, 2024 @ 10:00 am".

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSAL PRICING FORM

RFP 25-PW-07

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

Please provide fee schedule including the hourly rates for positions required to complete the work as described in this solicitation. Please note that the positions listed are based on prior awards, and are not assumed to be all-inclusive. Addition positions can be written into the spaces provided in the table below

POSITION	HOURLY RATE
PIC/Executive Assistant	
Project Manager/Principal Consultant	
Senior Grant Management Consultant	
Grant Manager Consultant	
Consultant	
Senior Analyst	
Analyst	
Analytical Aid	
Administrative Assistant	

The above referenced hourly rates are inclusive of overhead, profit, direct and general & administrative expenses. If travel is required, consultant must seek written approval from the City of Holly Hill before reimbursement can be made.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature	Address
Printed Name & Title	City, State, Zip Code
Company	Telephone No.
Date	Email Address

00 30 00

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$_____Total Fees for work done on all City projects

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

REFERENCES:
Bank(s) Maintaining Account(s): _____

_____

Surety/Underwriter: (if required)_____

_____

Other References: (Use additional sheets if necessary)

_____

_____

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

_____ Company	_____ Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name & Title	_____ Telephone No.
_____ Email	_____ Fax No.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

2. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by _____
(Print Individual's Name and Title)

for _____
(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) i _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____, 2024.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of _____

_____ My commission expires: _____
(Type of Identification)

00 47 00-02

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of_____

County of_____

_, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

00 48 00

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☐ **YES**
☐ **NO**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP# 25-PW-07**

Date: _____

00 48 60

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ____
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Affidavit of E-Verify Requirements Compliance

The Consultant/Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

_____ _____

Consultant/Contractor Name and Address

Signature

_____

Name and Title

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification:_____.

_____

Notary Public

My Commission Expires: _____

00 49 00

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROFESSIONAL SERVICES AGREEMENT
DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES
Request for Proposals (RFP) #25-PW-07

THIS AGREEMENT is made and entered into this _____ day of_____, 2024, by and between _____ , duly authorized to conduct business in the State of Florida and whose address is_____, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (**RFP #25-PW-07**), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (5) years from the date of award with two (2) subsequent one-year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
_____, _____(Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____

Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS

By: _____

_____, _____

Dated: _____

Attachments: **A. RFP # 25-PW-07**
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2024 under Agenda Item No. _____.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

ACKNOWLEDGEMENTS

RFP # 25-PW-07

Disaster Cost Recovery and Related Grant and Project Management Services

To: City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

From: : Insert Information "Contractor" _____

The Contractor agrees to provide DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES within _____ calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this_____ day of_____, _____
(Month) (Year)

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By:_____/_____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (_____) _____ **Fax: (_____)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By:_____/_____
(Signature) **(Print name)**

Address:

_____

_____

_____

Telephone: (_____) _____ **Fax: (_____)** _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

_____

Dates of Service: _____

2. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

_____

Dates of Service: _____

3. Name of Company: _____

Address: _____

_____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

_____

Dates of Service: _____

4. Name of Company: _____

Address _____

Point of Contact: _____

Phone # _____ Email address: _____

Service(s) Provided: _____

_____

Dates of Service: _____

00 52 00

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No.: _____ Fax No.: _____

Email Address: _____Web Address:_____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP 25-PW-07 - "DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP 25-PW-07**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice required.**

☒ 11. The Certificate must state the **RFP** Number **25-PW-07** and **DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES**

= = = =

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP # 25-PW-07

Disaster Cost Recovery and Related Grant and Project Management Services

OPENING DATE/TIME:
November 26, 2024
by 10:00 a.m.

EXHIBIT A

XX-XX-XX
SCOPE OF SERVICES

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

SCOPE OF SERVICE: A general description of the scope of services required includes, but is not limited to, the following:

The Contractor shall provide all services described herein and other services required to coordinate and assist the City of Holly Hill with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the City cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the Citywith administering these grants as necessary, but the Contractor cannot assume the City's duties and responsibilities as a grant recipient.

A. Grant and FEMA Project Worksheet Preparation - The Contractor shall prepare grant applications and FEMA Project Worksheets, which include:

1. Accompanying City personnel on-site inspections, including preliminary damage assessment activities. Pursuant to 44 CFR §206.202, an authorized local representative is required to ensure that all eligible work has been identified, and that all costs for disaster-related damages have been submitted to FEMA for funding. The Contractor shall assist the City's representative to ensure all eligible work is identified and accurate estimates of damage are submitted to FEMA for funding. The Contractor shall prepare the necessary documents to identify and estimate the cost of the damaged areas in the format required by FEMA and the County.

2. Pursuant to 44 CFR §206.202, preparing Small FEMA Project Worksheets. The Contractor shall assist the City in preparing any small FEMA Project Worksheets for FEMA Categories A-G. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

3. Preparing Large FEMA Project Worksheets. The Contractor shall assist the City to gather and prepare information required by FEMA to complete large FEMA

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Project Worksheets and represent the City's interest in dealing with FEMA and the State of Florida. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and City guidelines within the time constraints imposed by FEMA.

4. Identifying Improved or Alternate Projects. Pursuant to 44 CFR §206.203, the City may use FEMA funding for alternate or improved projects. The Contractor shall advise the City on the appropriateness of requesting this type of funding from FEMA and shall assist the City in applying for this type of funding.

5. Identifying Cost-effective Mitigation Measures under Stafford Act Section 406. Pursuant to 44 CFR §206.226, cost-effective hazard mitigation measures may be incorporated in the restoration of damaged facilities. The Contractor shall assist the City in identifying hazard mitigation opportunities and shall assist the City with preparing benefit/cost analyses and hazard mitigation funding applications.

6. Identifying/Resolving Other Special Considerations. The Contractor shall assist the City with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. The Contractor shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA Project Worksheet. The Contractor shall work with the City, FEMA, and the State of Florida to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Clean Air Act, the Endangered Species Act, the National Historic Preservation Act and other federal statutes and executive orders.

B. Grants Management - The Contractor shall assist the City with managing grants, including, but not limited to:

1. Monitoring Contractor Performance. The Contractor shall monitor contractor performance to ensure that FEMA mandated work deadlines are completed timely. According to 44 CFR §206.204, emergency work projects shall be completed within eighteen (18) months of the disaster declaration. The Contractor shall assist the City with ensuring that the above deadlines are met, or shall assist the City with applying for time extensions.

2. Providing Clerical Support to Review and Approve Payment Documentation. The Contractor shall assist the City by supplying clerical support to review, prepare, and approve payment to contractors performing eligible disaster related work to ensure that the documentation meets all Federal, State, and the City's financial and accounting requirements.

3. Payment Requests/Cash Flow. The Contractor shall assist the City with maintenance of financial records, in accordance with City requirements for

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

financial reporting to ensure prompt reimbursement from FEMA and the State of Florida. The Contractor shall assist in preparing payment requests in acceptable formats to ensure reimbursements from FEMA and the State of Florida are obtained in a timely fashion.

4. Preparing Schedules and Performing Reconciliations. The Contractor shall assist the City and coordinate with its personnel in preparing the necessary schedules and performing any required reconciliations to ensure that the costs recorded in the City's financial records are correct and auditable by the City's external auditors. The Contractor shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with the City's audit schedule. In addition, clerical support shall be provided to collect, gather, organize, and enter data into a database that support information presented on schedules and work papers. All schedules and work papers shall be prepared using the Microsoft Office suite products, such as Excel, Word, or Access.

5. Conducting Interim Inspections. The Contractor shall assist the City and coordinate with its personnel in performing interim grant inspections to ensure work is progressing timely and all documentation is being maintained in an orderly manner. The Contractor shall also assist the City with preparing progress reports for FEMA, the State of Florida, and City management.

6. Conducting Final Inspections. The Contractor shall assist the City and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.

7. Assisting with Grant Closure. The Contractor shall assist the City with final reconciliation of grant funds and shall assist the City with completion of required FEMA and State of Florida documentation for grant closure.

8. Assisting with Audit Defense. The Contractor shall be available to assist the City with the defense of any audits conducted by the FEMA Office of the Inspector General or other auditors (additional fees may be required depending on the amount of time involved).

9. Assisting with Appeals. The Contractor shall be available to assist the City with submitting appeals to FEMA, if necessary (additional fees may be required depending on the amount of time involved).

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

EXHIBIT B
2 CFR 200 Contract Provisions

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)

EXHIBIT B
2 CFR 200 Contract Provisions

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

Attachment: Exhibit A - RFP 25-PW-07 Public Assistance Consulting (2024-R-102 : Hurricane Milton Public Assistance Consulting)



PROPOSAL FOR

City of Holly Hill, FL

RFP 25-PW-07

Disaster Cost Recovery and Related Grant and Project Management Services

Mr. Gary Yates
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850-739-3600
gary.yates@theintegritygroup.net
November 26, 2024

The Integrity Group

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

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Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

MANAGEMENT SUMMARY

City of Holly Hill, FL – RFP 25-PW-07

11/26/2024

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Subject: Management Summary

To: City Clerk, City of Holly Hill

November 26, 2024

City of Holly Hill, Florida
1065 Ridgewood Ave.
Holly Hill, FL 32117

Ref: RFP 25-PW-07
Disaster Cost Recovery and Related Grant and Project Management Services

In response to the RFP 25-PW-07, for Disaster Cost Recovery and Related Grant and Project Management Services, we are pleased to submit this proposal to serve the City of Holly Hill, by providing highly qualified technical & grant management consultant services for all your disaster recovery service needs. *The Integrity Group, LLC,* based in Tallahassee, is a full-service emergency management, public safety, compliance assurance, and management consulting firm that has served many clients through the complex disaster recovery process.

Upon review of your scope of services, we can enthusiastically state that our firm has extensive and very deep qualifications in each task listed, and far more. Our firm was established in 2010 and has long been known for our expertise and the ability to optimize disaster recovery funding for our clients. We are fully prepared to leverage our intimate knowledge and expertise in the operations of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program, FEMA Individual Assistance Program; FEMA 404 and 406 Hazard Mitigation Programs; the HUD Community Development Block Grant-DR, MIT, CV, ESG Programs; the Federal Highway Administration/ Federal Transit Administration Programs; and all financial and grants management support and information technology needed in all these programs. Additionally, long-term recovery operations and planning services are critical, and we are well prepared to provide them as well.

Our Team: Our current Disaster Recovery staff totals over 60 professionals, with on-demand access to ~ 75 additional qualified staff. We have managed disaster recovery work for hundreds of counties, cities & municipalities, school districts, special districts, and non-profit organizations of similar or more complexity, mostly in the Southeast. Our company is led by a team of executives with a deep understanding of the emergency preparation, management, and recovery space, but more importantly, it is underpinned by an exceptionally qualified team of subject matter experts certified and skilled in all things related to FEMA, HUD CDBG-DR, 2 CFR Part 200, federal, state, and local grant management.

Our philosophy is simple: By having a team with significant successful experience, we can provide dedicated, personalized, and service-oriented service to our clients. That philosophy

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

allows us to truly integrate with our clients and their needs, which we feel allows us to achieve much deeper levels of relationship management and understanding for our clients and their communities. In our view, those communities impacted by major disasters such as the recent Hurricanes Helene and Milton and future disasters truly own their recovery and should drive all efforts, with funding support from federal and state entities.

Our Distinct Expertise: As a complete, Florida-based Emergency Management Services team with over 14 years of experience as experts in disaster recovery programs and project management services, *The Integrity Group* has pursued, secured, and expertly managed Federal, State, Local, and Private Non-Profit funding totaling over **$4.85 billion**. Our significant success has been achieved through our constant focus on providing exceptional top-quality work that ensures 100% compliance with the myriad of federal and state regulations.

Important Fact: Not a single project we authored for our clients has resulted in funding claw-backs. That's because we develop projects with the endgame in mind – audit-ready/proof! Our team of seasoned professionals includes high-performing damage assessors (best in the business); FEMA disaster recovery grant specialists; program, project, and grant managers; CDBG-DR and CDBG-Mitigation professionals; engineers; financial and performance auditors; information technologists; disaster grant appeals attorneys; federally- licensed drone pilots; training and desk-top exercise specialists; insurance specialists; environmental specialists; grant closeout specialists; and executive leaders with decades of experience and knowledge.

We have also supported clients by providing staff augmentation within their Emergency Operations Center and FEMA/State/Local Joint Field Offices. Our team includes individuals with the experience and skillsets required for those leadership and staff positions. Many local jurisdictions lack the staffing needed for long and trying deployments.

Our engagement with the City of Holly Hill will be led by **Mr. Darryl Cox and Ms. Olivia Schmidt, both of whom are highly qualified and experienced professional disaster recovery experts with a combined 30+ years of experience** over more than 50 federally declared disasters. Both Darryl and Olivia will be fully supported by a deep team of disaster recovery experts within The Integrity Group (refer to Tab II for additional information).

In addition to our highly qualified staff and team, we are equally pleased that the City of Holly Hill recognizes the importance of and encourages the participation of **small, disadvantaged businesses**. As you will read in Tab II, we are proud to partner our capability offering with

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

additional sub-contractors, one of which is **Trustmark Enterprise - *a Small Business Administration (SBA)-certified, Service-Disabled Veteran Owned Small Business (SDVOSB), and a Florida-based business, certified through the Florida Office of Supplier Diversity as a veteran-owned business*** to further augment our program/project management service offering.

In conclusion, *The Integrity Group* brings a wealth of expertise, knowledge, and ability in disaster preparation, response, and recovery program services. We are confident that our team's experience, dedication, and comprehensive approach make us an ideal provider for the City of Holly Hill and your current and future disaster recovery efforts.

Thank you for considering our proposal. We stand ready to provide any additional information you may require or seek elaboration on.

Sincerely,

Gary Yates

Gary Yates
President & CEO
The Integrity Group
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Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

CORPORATE EXPERIENCE AND CAPACITY

II

- Our commitment to Integrity drives every phase of our proposed solution for Holly Hill. We do not just provide services; we build partnerships that ensure every dollar is maximized for the community's benefit, aligning with our core philosophy of exceeding expectations.

- Our approach to disaster management is built on the trust we have developed through longstanding partnerships with communities. For Holly Hill, we aim to provide immediate relief and a foundation for resilience that will serve for years to come.

- We pride ourselves on delivering proven results. With over 10,000 projects valued at over $4.85 billion managed and a flawless audit record, our approach guarantees that Holly Hill will navigate the recovery process with unparalleled confidence and security.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Corporate Experience and Capacity

Based upon our thorough review of the City of Holly Hill's Request for Proposal RFP 25-PW-07, for Disaster Cost Recovery and Related Grant and Project Management Services, *The Integrity Group* submits this narrative regarding our exceptional expertise and experience in providing disaster preparation, response, and recovery services for our clients. We have full confidence that our firm will exceed the expectations discussed in the RFP. We are a full-service emergency management and disaster recovery firm, as well as a full-service management consulting and compliance assurance firm headquartered in Tallahassee, FL. **The bottom line is that our clients get two for one from our service offering by strongly coupling our compliance assurance knowledge and expertise** *with the tactical process maneuvering required when navigating the laborious FEMA, HUD, and other funding processes.* Over the past 14 years, our team has excelled in providing services to many clients across the Southeastern states.

We possess the critically needed experience, skills, and focus on exceptional service to provide quality management consulting services to local governmental entities related to the principal functions of government: strategic & tactical planning; program design & management; research, planning & evaluations; studies, analyses & reports; policy & regulation development & update; executive coaching and training, and various federal & state grant management. Our leadership and professional associates include former State and Federal Program Managers, Bureau Chiefs, Legislative Aides, Division Directors, Inspectors General, two former Agency Heads, and associates who have worked within, and/or, directly supported the Florida Department of Emergency Management (FDEM). In short: we know the business and we have the necessary preformed relationships within the disaster recovery community of interest to the tremendous benefit of our clients.

The Integrity Group is especially well positioned to provide management consulting services for the City of Holly Hill as it relates to the Stafford Disaster Relief and Emergency Act and other related federal and state grant programs. Our combined successes in financial services, emergency management, recovery, mitigation, FEMA, and HUD CDBG-DR are significant. Together, our team has managed or participated in major disaster recoveries in over **35 Presidentially declared disasters** in Florida, Kentucky, Tennessee, Wisconsin, Ohio, Mississippi, Texas, and Vermont. As a result of our extensive experience, and more importantly, our long-time success in helping communities recover from natural disasters,

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

we understand policy, operational, and funding nuances in these programs and are fully prepared to support the City of Holly Hill through every phase, including all steps of program administration to final project closeouts. Unlike some firms in this business, we strive to work with our clients from the beginning of response and recovery effort to the very end of this long and complex process—while staying within the administrative allowances set by Federal funding agencies.

"The services provided by this exceptionally qualified, disaster preparedness and recovery firm, were absolutely critical to the long-term recovery needs of Bay County. I encourage you to not miss the opportunity to work with this phenomenal team – they will not disappoint."

– Robert Carroll, County Commissioner, Bay County Florida

Team Integrity offers an exceptional ability to provide disaster management consulting services, diverse knowledge, and skill sets, with a deep knowledge of disaster preparation and recovery operations through our experience with communities devastated by **most major disasters that have impacted the southeast since 2004**. We have worked side-by-side with federal, state, and local officials and staff at their affiliated recovery offices. In short, our portfolio of experience and capability offerings will allow us to provide the necessary services that are critical for the City of Holly Hill to achieve a **full recovery from the devastation caused by natural or man-made disasters and further mitigate conditions that could lead to potential future losses**. As a complete Emergency Management Services firm, our team has amassed extensive experience in successfully managing and leading clients through the complex areas of the FEMA Public Assistance (PA) and Mitigation Programs; the HUD Community Development Block Grants-Disaster Recovery (CDBG-DR), and CDBG-DR Hazard Mitigation Grants, Coronavirus (CV), Emergency Solutions Grant, and the Federal Highway Administration Program (FHWA) to name a few. We have also partnered and worked with various Community Redevelopment Agencies (CRA), to link with tax incentives and other programs. Our professionals include high-performing Comprehensive

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Damage Assessors; FEMA Disaster Recovery Grant Specialists; program, project, and grant Managers; CDBG-DR Professionals; Financial & Performance Auditors; Licensed Engineers; Information Technologists; Disaster Grant Appeals Attorneys; Federally- licensed Drone Pilots; Training Specialists; Insurance Specialists; Environmental Specialists; Grant Closeout Specialists, and executive leaders with decades of experience and knowledge. Our team is well-equipped to provide the City of Holly Hill with services in all aspects of disaster preparedness, response, and recovery.

For **ease of review by the Evaluation Group**, the below chart lists key requirements and a brief comment regarding our experience. Following this chart are more details related to our extensive experience and success over the past 14 years of service.

Qualifications	Relevant Comments
Experience working with the FEMA PA Program at the Federal, State, or local level, including PW development, PW audit, documentation review, eligible cost reconciliation, audit checklists, the development of successful appeal/appeal responses, and closeout.	Our firm has 14 years of successful experience in the area of comprehensive disaster response and recovery, primarily at the state and local levels. And, in conjunction with FEMA at a number of Joint Field Offices.
Experience with interpreting and administering grant SRIA and DRRA rules and programs.	Our team members are very knowledgeable of the Sandy Recovery Improvement Act of 2013 (SRIA) and the Disaster Recovery Reform Act of 2018 (DRRA) and their implications on disaster recovery projects. In fact, we have found that we are more up to date on various FEMA guidelines, including the Public Assistance Program and Policy Guide (PAPPG) version 5, than many FEMA field staff. We are also keenly aware that FEMA often issues "disaster-specific" guidelines. These changes often create barriers and surprises that we can address for our clients.
Experience with all categories of work in the FEMA PA Program for man-made and natural disasters, with expertise in the tracking of force account labor, equipment reimbursement, supplies, donated	With a record of accomplishment of over 10,000 FEMA PA projects written and managed we have extensive experience in all categories (A-G & Z). Force Account labor is one of the most complex aspects of documentation, which we complete in a high-quality and comprehensive manner. Documentation of donated services is key to

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Qualifications	Relevant Comments
services, mutual aid, and contracted services.	reducing local match requirements. Mutual Aid and Contracted Services are common in all of our clients.
Experience in the application of the PA Program to the costs incurred in response to COVID-19.	We have run several programs for clients totaling over $300 million, including the technology tools for grant administration, fraud detection, and overall reporting to the U.S. Treasury.
Experience developing, reconciling, or reviewing Federal grants for multiple clients of comparable size and complexity.	Our team has performed these tasks for multiple clients and comparable size and complexity and are hopeful that Holly Hill would allow us to provide these services to the city.
Demonstrated experience developing and implementing innovative solutions to difficult recovery issues, including innovative uses of traditional recovery funding streams (e.g., FEMA PA and HUD CDBG-DR).	This is a strong point for our firm. We consider all recovery projects as an opportunity to create a Long-term Plan built by multiple agencies to link all funding sources (including FEMA, HUD, FHWA, and others) to achieve optimum results and avoid any duplication of payments. For a project(s) such as Holly Hill's, there is also potential for significant private investment in the region. In this proposal, please see more details of our work on the Bay County Long-term Recovery Plan, which has resulted in more than $3 billion in funding. Developing a HUD Plan for CDBG-DR funding must also be specific to the needs of the City of Holly Hill. Again, locals own the recovery process.
Prior experience in Program Conformance with pre- and post-construction projects, including, but not limited to producing detailed estimates, performing quantity surveys, participating in design development meetings, and reviewing progress design documents for conformance to budgeted scope of work.	This type of experience has proven to be critical in not only the maximum use of funding and high-quality work but also full compliance with all Federal and State Guidelines. This includes the Davis-Bacon guidelines as well as other policies. Our engineers also work with clients to implement optimum mitigation measures and truly "build back better." One of the most critical aspects of this qualification is comprehensive damage assessments. These assessments provide the very basis for all funding, so they must be able to achieve the desired results. Clients never rely on just FEMA to set cost estimates. The proper scope of work is also critical as FEMA review of projects must show a direct link between the Scope and the Project Budget.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Qualifications	Relevant Comments
Demonstrated experience in financial and grants management for the Section 428 Public Assistance Alternative Procedures Program for Permanent Work and Debris Removal.	This is a program that has proven to be helpful, but also has some limitations that may be of concern. We work directly with clients to develop projects in the right "approach." More details of this are the technical approach section of this proposal.
Demonstrated experience in managing projects with at least three funding streams, including, but not limited to: Insurance; 404 and 406 Hazard Mitigation; FHWA; HUD; and FEMA.	This is key to achieving maximum funding and results. We are well experienced in all of these areas. **Please see details on maximizing insurance claims**. Our post-review of funding offered by carriers has resulted in massive additional funding—**averaging over 400% increase** of the original offer. This is a significant differentiator for our firm.
Experience developing Letters of Interest (LOIs) for the FEMA 404 and 406 Hazard Mitigation Program.	This is a fundamental part of expanding and funding for Mitigation Projects. Approximately 20% of all of our permanent work FEMA PA projects have included 406 Mitigation components.
Prior experience performing A-123 Internal Controls Review and Improper Payment Act reviews of US Department of Homeland Security (DHS) programs.	Our team is experienced in these reviews, including proper risk assessments, internal controls to mitigate fraud risk, and other internal controls. This is consistent with our overall focus on compliance assurance and fraud detection and prevention. We also ensure that clients follow the Payment Integrity Information Act of 2019. Overall, our goal is to make our clients audit ready and thereby avoid any negative audit findings.
Experience managing the financial functions of a large-scale disaster reconstruction program.	Overall, we have managed over $4.85 billion in disaster recovery programs, the largest being Category Five Hurricane Michael which impacted the State of Florida.
Experience implementing a comprehensive financial and grant management system for the FEMA PA Program.	This is fundamental to our successful history, as the effort is built on comprehensive, accurate, and meaningful documentation and the sharing of that documentation with our clients, the State, and FEMA. In addition to the FEMA Portal and Florida's, FloridaPA.org, we offer our own IntegrityTrax system to facilitate project tracking and communication.
Experience administering the FEMA CDL Program.	We have secured CDL loans for several clients, totaling approximately $10 million. This is an

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Qualifications	Relevant Comments
	important tool for fiscally constrained local governmental entities.
Experience with programmatic disaster closeouts.	Our firm started in this area of service, closing out thousands of FEMA projects going back to the active Hurricane seasons of 2004 and 2005. This closeout experience is a key factor in our team developing high-quality and compliant projects. We write them with the final reconciliation and closeout requirements in mind.
Proven record of accomplishment proactively and successfully solving disagreements during project formulation rather than through appeals and arbitration.	Our firm believes that the local government impacted by a major disaster owns its recovery efforts. We are proud that our team really knows FEMA, HUD, and other programs rules better than most of the team from those federal agencies that are deployed. This enables us to effectively, and usually successfully, negotiate a decision that is in the best interest of our clients. We do this very professionally and positively. In many ways, we aid the federal representative and make their jobs easier.
Experience supporting the design and implementation of programs funded through grants under the CARES Act, Consolidated Appropriations Act, 2021, ARPA, or other COVID-19 relief programs.	We have extensive experience in this program, managing grant programs totaling over $300 million. These efforts included fraud prevention and detection tools as well as general administration.
Experience providing technical assistance related to disaster housing and sheltering programs and operations for Federal, State, and local clients.	A critical part of the initial recovery for any community is temporary housing and sheltering. All of our disaster work at the local level involves assistance in the area—from identifying the best solution to pushing FEMA to deliver the needed housing solution.
Experience working with HUD CDBG-DR grant programs at the Federal, State, or large local government level, including program design and monitoring.	Significant experience here. We have pursued and secured direct funding for clients totaling over $300 million for housing, infrastructure, and economic development. This is an area in which the City of Holly Hill is well positioned to create a long-term recovery plan for its affiliated agencies that will drive a significant HUD CDBG-DR grant program.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Qualifications	Relevant Comments
Knowledge and understanding of HUD's Disaster Recovery Grant Reporting data management system including Action Plan set-up and Quarterly Reporting.	We have pursued, managed, and closed out HUD grants totaling over $300 million, so we are very familiar with and skilled at the use of their DRGR data management system.
Knowledge of HUD's requirements for housing programs including rehabilitation, reconstruction, acquisition, buyout, relocation, and rental assistance.	A major component of all HUD grant programs we have managed included Housing programs, and all options listed.
Knowledge of HUD's requirements for infrastructure and public facilities including FEMA PA match programs; economic development activities; and HUD requirements for calculating duplication of benefits in compliance with the Stafford Act.	We are very familiar with the HUD CDBG-DR program and its three major components—Housing, Infrastructure, and Economic Development. Using HUD funding as a match for FEMA is an important component of an integrated recovery approach. As mentioned earlier, we are focused on avoiding any duplication of funding and achieving 100% compliance with all guidelines.
Demonstrated experience in providing staff in an EOC or JFO for a large-scale disaster recovery operation.	We often provide staffing to client EOCs and FEMA Joint Field Offices, especially for large-scale operations. This is discussed in our technical approach section.
Past performance supporting after-action reports and incorporating best practices and lessons learned into plans, policies, and procedures.	As former Inspectors General, Chief Auditors, and governmental entity leaders, we always complete after-action reports after closeout of our projects. The identification of "best practices" is a key to these efforts. This has led to our innovative "Recovery Ready" program that is described in this proposal. It has also led to an extensive library of compliant policies, procedures, procurements, etc. that we routinely offer our clients.
Past experience developing pre- and post-disaster plans to support response and recovery, including Recovery Redevelopment Plans, Long-Term Recovery Plans, and Disaster Cost Recovery Plans (among others)	We complete a variety of plans that are based on specific events, consistent with Federal and state Guidelines and are meaningful to our clients. We always suggest input from residents, businesses, private investors, and other parties that can add value.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

"The Integrity team was valuable in helping us identify and capture all eligible costs and helping us through the FEMA process. In addition, they place a premium on covering all bases to avoid any future de-obligation of funding -- even years into the future."

-Lee Walters, Executive Director of Facilities, Bay District Schools

Additional highlights of our relevant & recent experience

Regarding the critical need for **full compliance**, our firm is staffed with former Inspectors General, Chief Auditors, Investigators, Insurance Adjusters, and Appeals Attorneys. In addition, we have key experience with the audit/reporting requirements of the uniform grant guidance, Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). We have performed grant-specific audits, aided with cost allocation plans, evaluated controls over grant compliance, consulted with clients concerning project reimbursements, and assisted clients in organizing the structure of their general ledger to better account for grant activity. Our compliance testing includes tests of eligibility, cost allocation, and allowable costs under the Uniform Guidance & Compliance Supplements.

Our team regularly attends continuing education courses to stay informed about auditing and regulatory changes related to FEMA, HUD, and other funding agencies. Our firm has undergone detailed audits and reviews by Federal and State Auditors/Inspectors General. The results of these audits have revealed **zero adverse findings**. This proven performance is extremely rare and may be unique.

Our exclusive subcontractor, Environmental Testing & Assessment (ETA), enables us to offer one of the most significant services—**Comprehensive Baseline Damage Assessments**, and when needed, comprehensive public insurance adjusting services. We realize that it is important to work with our clients' risk management professionals and that there are many things to consider if the decision is made to "negotiate" maximum funding from the carrier - our success has been nothing short of remarkable. Overall, our review of insurance claims (even after the acceptance of funding by our clients) has, on average, resulted in a **400%+ increase** in disaster recovery proceeds.

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Our firm has "demonstrated expertise in the public facilitation process." Our team has very deep qualifications in this requirement having coordinated the development of the Bay County, Florida **Long-term Recovery Plan** after Category Five Hurricane Michael. That plan, which has been praised as a national model, resulted in total **federal, state, and private funding of over $3 billion**.

In continuation of that Bay County Recovery Plan, we are currently supporting the Bay County School District, (**$180 million** in FEMA PA projects), the City of Panama City (**$150 million** in FEMA PA projects), and the City of Springfield (**$100 million** in FEMA and HUD projects).

Following a devastating tornado in late 2021, our team is the sole disaster recovery consulting firm for the City of Mayfield, KY. We are leading their recovery project portfolio of more than **$95 million**.

We have supported an additional 33 local clients, managing a total of more than **$400 Million** + in FEMA, HUD, FHWA, and state grants.

The Integrity Group has extensive experience administering and managing COVID-19 Pandemic Public Health Emergency programs funded by FEMA, the US Department of Treasury American Rescue Plan Act (ARPA), the Coronavirus Aid, Relief & Economic Security (CARES) Act, and State and Local Financial Recovery Funds (SLFRF). Since the beginning of the Declared Public Health Emergency, we have managed and administered sixteen (16) programs, including, FEMA, ARPA, CARES, and SBA Shuttered Venue with funding totaling over **$150 million**. A critical component of administering these programs involves advocating for our clients and appealing reimbursement or funding denials.

"The City of Mayfield is so thankful for our partnership with the Integrity Group and look forward to many more future successes. We would urge any other organization in need of these professional services to highly consider engaging The Integrity Group."

– Kathy O'Nan, Mayor, City of Mayfield Kentucky

Unfortunately, it is also common to discover fraudulent activity with large-scale disaster relief and recovery efforts. That is why, in addition to those critical skillsets, we keenly **focus on**

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fraud prevention and detection solutions in all that we do. As a **licensed private investigative firm**, we have access to analytical tools that are invaluable in attempts to protect taxpayer dollars that may be vulnerable to abuse. This enables our clients to demonstrate their commitment to fiscal accountability while safeguarding taxpayer dollars.

Audit Experience: It is critical that complete and ongoing audits of all projects submitted, obligated, and paid to the City of Holly Hill be conducted to avoid any funding denials or "claw backs" even years after payment. We possess the critically needed experience, skills, and focus on exceptional service to provide quality assurance and audit consulting services to governmental entities related to the principle functions of government: planning, program design, organization and re-organization, rule development, procurements, hiring, regulation, employee and management training, process implementation and improvement, disaster preparation and response, program launching and execution, financial recovery, review of systems and processes, communications management, and budgeting. Most of these general functions are exercised in a disaster recovery effort. In addition to our general government consulting capabilities, our team has significant specialized experience in successfully managing the complex areas of government financial emergency avoidance and recovery, policy development and revision, the FEMA Public Assistance Reimbursement Grant Program, management of HUD Community Development Block Grant funds, and management of funds provided through the United States Department of Justice. This level of service is not provided by many other firms in the disaster recovery business.

When choosing an engagement partner, technical expertise, quality of the final product, and experience working with similar governmental organizations are important factors to consider. This proposal focuses on how our unique resource capabilities address the needs communicated through the request for proposal. We have full confidence that The Integrity Group will meet and surpass the expectations listed in the RFP.

As with all of our clients, The Integrity Group team will approach our work with the City of Holly Hill with a value-added objective. This philosophy can be of particular benefit to the clients because it delivers and makes available diverse capabilities to not only fulfill requirements but to exceed expectations. We will utilize the in-depth insight gained during our decades of prior government management and public administration to enable our staff

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to identify opportunities to enhance program and process management, grant management, integrity monitoring, and anti-fraud activities as required.

Ongoing audits provide essential accountability and transparency over government programs, including the complex disaster recovery funding process. Given the current challenges facing governments and their programs, the oversight provided through our focused review is more critical than ever. The professional standards presented in the Government Auditing Standards provide a framework for our team's high-quality compliance work with competence, integrity, and objectivity. In addition to our disaster recovery management experience, The Integrity Group has extensive experience in conducting financial and compliance audits according to Government Auditing Standards, including Single Audits and program-specific audits prescribed by OMB Circular A-133 and its successor, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, known as the "Omni Circular" which combines eight previous federal regulations and is codified within 2 CFR Part 200. FEMA, HUD, and other funding providers will eventually audit the City of Holly Hill's grants using these standards; therefore, we work hard to make all of the project's audit-ready and fully compliant. Lead staff of *The Integrity Group* are trained in the Yellow Book's requirements for financial audits, attestation engagements, and reviews of financial statements and have met the Continuing Professional Education required of the Government Auditing Standards.

Competitive Differentiators

Linkage of Maximum Insurance & Federal Recovery Funding Built on a *"Comprehensive Approach to Disaster Recovery."* The Integrity Group is proud to exclusively partner with Environmental Testing & Assessments (ETA) to enhance the discovery and documentation of disaster-related damages. Often, substantial damage is not discovered during initial damage assessment activities. The combined Integrity and ETA team provides highly trained technicians, with ***specialized equipment, which facilitates the discovery and documentation of damage hidden by walls, ceilings, debris, and other factors.*** This allows us to focus on a global approach to maximizing funding that the City of Holly Hill is entitled to receive from federal, state, private, and insurance awards. Maximizing disaster recovery funding provides the City of Holly Hill with the opportunity to "build back" fully, often to a condition better than that found pre-disaster. Here is a sample of success stories:

Client – a Public Utilities Agency:

- Issue: The original assessment was under the deductible; and not properly investigated by the insurer

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- Solution: Our team provided multiple engineers/forensic experts
- RESULT: Final damages assessed at 10 times the initial evaluation for a new total of over $38 million.

Client – a County in Florida:

- Issue: Insurance offered $750,000 for damages sustained in the disaster
- Solution: Our team performed comprehensive damage assessment
- RESULT: Revised assessment of a total of $10.8 million+ - a likely 1330% additional recovery

Strategic & Long-term Recovery Planning. We are not just highly capable of maneuvering in tactical details; *we are visionaries and strategists for our clients*. We provide comprehensive disaster recovery support that goes beyond the pursuit of FEMA, HUD, and other funding sources. Our goal is to develop and assist in the pursuit of a fully integrated effort that maximizes grant funds as well as private investment in the community. Reflecting our comprehensive approach to full recovery, we demonstrated strategic excellence in the **development of the Bay County Florida Long-term Recovery Plan** after Category 5 Hurricane Michael. The plan, which included several municipalities, the School District, and the County **became the basis for total recovery funding of approximately $3 billion** in Federal, State, and private investment.

Compliance & Quality Assurance Audits. Over the past three years, our firm has been called upon to assist clients whose momentum had significantly stalled and were "midstream" in their long disaster recovery process. We have been tasked to conduct comprehensive performance and financial audits of the entire FEMA and HUD process to evaluate the quality, timeliness, and comprehensiveness of the overall project. This included a review of all Public Assistance Project Worksheets; the status of the projects in the FEMA Portal; and the myriad steps in state Emergency Management systems that are key to payments. All of these projects were reviewed to ensure all time extensions, requests for information, and other necessary actions were complete and current. This effort also included a review of the *linkages* between funding sources (primarily FEMA and HUD CDBG-DR) to ensure that there was no duplication of payments or other non-compliance issues. These comprehensive reviews are also intended to identify any potential audit findings and non-compliance issues that would lead to funding denials or claw backs even years after the obligation of funds.

Our leadership team includes former Inspectors General, Chief Auditors, and an Attorney who are all well qualified to manage these efforts. We stand ready to perform this work as the City of Holly Hill's sole contractor or in unison with another selected firm(s). We can assist in ongoing oversight and quality/compliance assurance.

For a number of our clients, we have supported their efforts to secure state-level funding allocations that have resulted in significant increases in dollars and the ability to use those funds for the local match requirements of the FEMA Public Assistance Program, e.g., an

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additional $15 million for one client after we directly engaged the Office of the Florida Governor. Another recent example is Mayfield, Kentucky, which was devastated by a tornado outbreak in December 2021. Our senior staff worked tirelessly with FEMA, Kentucky Emergency Management, insurance adjusters, and others to fund over $50 million in projects and **met with various Kentucky state legislators regarding the City's recovery needs--resulting in an additional $25.5 million** in state funding to ensure a full recovery.

Fraud Prevention & Detection. As part of our overall focus on compliance assurance, we are always on the lookout for fraudulent activity. Unfortunately, in most disasters, there are unscrupulous contractors and other groups and individuals who seek ill-gotten gain. We are a licensed private investigative firm with access to national tools and data that can be employed to detect and prevent fraud and other illegal acts. We have conducted special anti-fraud engagements with clients across the Southeast and built this capability into all that we undertake in the area of financial pursuit and administration. To our knowledge, we are the only disaster recovery firm that offers this credential and important capability.

Our firm has become a problem-solving and progress-generating solution that often "replaces" competitors that have demonstrated less than satisfactory pursuit and success in the complex recovery process. Our clients know that we are fully committed to excellence in our services from the initial deployment to the final reconciliation and closeout of all disaster recovery funding. An example is that one of our clients (Bay County School District) missed the local match funding available from the State of Florida due to an error by the previous contractor. We were able to engage directly and work with the Legislature and Governor's Office to secure funding totaling $15 million for this local match via direct state appropriation to that client. For that same client, we also identified additional eligible funding totaling $35 million.

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Capacity to Perform and Qualifications of Personnel and Sub-Consultants

The Integrity Group team combines our experience and technical knowledge with advanced technology, allowing for our services to be delivered and tracked effectively. We do this by utilizing a web-based project management and timekeeping system that tracks all project data that is accessible by desktop, tablet, or smartphone for both office and field use. With these processes in place, real-time, advanced reporting with customization options can be made available to our clients.

The Integrity Group's current team of 60 disaster recovery professionals comprises one of the nation's most respected, experienced, and productive teams. Highlights of the Integrity Group's team experience include:

- Team experience in the HUD and FEMA Disaster Recovery Programs totals **378 years**, with the average term of experience at **6.3 years per professional**.
- Each team member has worked on an average of **twelve declared major disasters** during their time of service. **Fourteen (14)** of our team members are former recovery program employees with FEMA, state, or local governmental agencies.
- The average number of recovery grants for which work has been accomplished per team member is over **660**. The overall value of these grants is over **$4.85 Billion**, for an average of **$80 million** per person.
- Reflecting on our experience and quality, **thirteen** of our current members have served as recovery **team leaders or program managers** at the local, state, or federal level.

Proposed Holly Hill Project Staffing

Our engagement with the City of Holly Hill will be led by **Mr. Darryl Cox** and Ms. **Olivia Schmidt** – both of whom are highly qualified and experienced professional disaster recovery experts with a combined 30+ years over more than 50 federally declared disasters. Darryl and Olivia will be fully supported by the following group of experts to serve the City of Holly Hill team, with the final numbers of staff to be determined (higher or lower) based on the full extent of the work required.

When we are requested to employ/deploy any staff in response to the City of Holly Hill's needs, including any portion of the team listed below, our approach is based upon our extensive experience reviewing and offering recommendations for improvement at all levels

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of government related to the claims and reimbursement process. Our field-proven approach is used to collect, organize, and analyze data, and develop and maintain tracking systems. This approach is based on the size of the disaster and each community's capabilities. The deployment of our professionals follows a **"just-in-time"** philosophy, resulting in cost-effectiveness for our clients. The complex and long recovery process requires specialized expertise when needed, and in some cases, that expertise is short-term.

QUALIFICATIONS OF SUB-CONSULTANT: Trustmark Enterprise, a U.S. Small Business Administration certified, SDVOSB

As stated previously, we were pleased to know that the City of Holly Hill recognizes the importance of, and encourages the participation of, **small, disadvantaged businesses** Although The Integrity Group is fully self-sufficient in providing Certified Project/Program Management services, we are also proud to partner with ***Trustmark Enterprise - a Small Business Administration (SBA)-certified, Service-Disabled Veteran Owned Small Business (SDVOSB), and a Florida-based business, certified through the Florida Office of Supplier Diversity as a veteran-owned business*** to augment that capability offering we have. Officially formed in the year 2020, Trustmark Enterprise is a full-service management consulting firm, highly skilled and accomplished at managing multi-million-dollar portfolio, program, project/grant, and process requirements. Its successes are anchored in the founder's 35+ years of global operational and executive leadership successes in diverse large/small organizations both within the U.S. and abroad – much of which was service to our nation as a United States Air Force Intelligence officer, and most recently, as the Executive Vice President for the Florida Chamber Foundation. The firm offers Project Management Professional (PMP)--certified and Scrum Master-certified services, with 15+ years specifically managing federal grant programs and projects. The firm prides itself on being skilled at executive/C-Suite relationship management/collaboration /sales, leading and resourcing small to large, distributed virtual project/process teams, managing change, agile and scrum techniques, value stream mapping, identifying, and mitigating risk, managing scope & change, and achieving milestones & results. Trustmark Enterprise is trained and educated in all aspects of FEMA and CDBG-DR disaster recovery programs and processes and will play a key role in providing disaster preparation and recovery program management services for The Integrity Group, and by extension, the City of Holly Hill.



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QUALIFICATIONS OF SUB-CONSULTANT: Environmental Testing & Assessment (ETA)

ETA's leadership team alone has over 100 years of combined experience in the **assessment and evaluation of damaged and impacted structures**. Comprehensive damage assessment including building envelope forensics, structural integrity analysis, physical damages, environmental conditions, and life and health safety concerns are all components of the ETA standard evaluation and assessment process. The experience of our team of experts encompasses nearly every facet of building damage forensics. This breadth of knowledge and experience allows ETA to provide services ranging from initial pre-loss benchmark surveys and risk management consulting all the way through the loss recovery process to post-restoration certification and clearance. As a result, ETA is regularly retained by governments, municipalities, school boards, universities, medical organizations, insurance companies, attorneys, public real estate investment trusts as well as other consultants to serve as their experts in disaster response and recovery. ETA additionally serves as contributors to FEMA and CDBG-DR public assistance grant programs, support for alternative dispute resolutions, and expert witnesses for litigation.

ETA has a **proactive solutions policy** - In the damage assessment area, much consideration is given to not only the potential problems with the facilities impacted but also to identifying the best, most complete recovery solution set. From there, all necessary resources, experts, information requirements, reporting styles, etc., are employed, so that a single comprehensive investigation can provide the basis of many different financial options whether it is FEMA PA, insurance recovery, SBA, CDBG-DR, other HUD grants, and other federal, state, or local funding alternatives. **This 'deep dive' investigation concept is in stark contrast** to the typical public assistance disaster response that is reaction-based after basic level damage assessments are performed, and then various consultants are slowly brought in through the process only after a request is made from a funding source. This creates numerous delays, multiple submissions of information, confusion, and other avoidable but typical problems in the recovery process. ETA's process prepares the information needed to fulfill documentation requirements from the very beginning with the 'end in mind' philosophy consistent with our business partners. It is ETA's laser-focused attention to developing a robust and complete assessment as quickly as possible, then guiding all participants in the process towards the resolution of the financial requirements, and finally, establishing the recovery process that has set them apart in the industry.

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QUALIFICATIONS OF SUB-CONSULTANT: Panhandle Engineering, Inc.

Established in 1991, Panhandle Engineering, Inc. (PE) is a full-service engineering firm located in Bay County Florida. It is a registered corporation registered with the State of Florida, to practice Engineering. The firm is high skilled at providing engineering, grant writing, contract administration, and construction engineering inspection services to multiple County and City clients, school districts, airport authority, port authority as well as several private sector clients in Florida. Panhandle Engineering, Inc. is registered with the Department of Professional Regulation and is staffed and certified to practice engineering. The principals and staff of Panhandle Engineering have extensive local and regional experience ranging from large commercial projects to residential developments and major public infrastructure improvements (roads, bridges, stormwater management, water, and wastewater). In addition, PE has significant experience in the area of Debris Management and reimbursement from FEMA. In the aftermath of Hurricane Michael in 2018, the firm successfully deployed and managed over 600 debris monitors in Bay County.

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Proposed Staff

We propose the following key project staff, with others as outlined on the following organizational chart. This chart includes the position titles; names; key project duties; and brief points concerning their relevant experience. More detailed information on each staff member can be found in the resumes to follow.

Senior Project Manager / FEMA / CDBG-DR SME - Darryl Cox	
Key Duties	**Relevant Experience**
• Will serve as Project Director and will be authorized and responsible to act on behalf of the Firm with respect to directing, coordinating, and administering all aspects of the services to be provided and performed. • Lead strategic planning efforts • Ongoing Communication with Holly Hill • Prepare for and support major discussions with FEMA/FDEM/others • Identify and Correct any challenges • Lead training for Holly Hill Staff • Oversee damage assessments and potential insurance reconciliations • Monitor deadlines and Requests for Information from FEMA and FDEM (time extensions, amendments, etc. • If requested, serve in the local EOC or FEMA Joint Field Office as Command, Chief of Staff or Logistics lead	• **17 Years** of disaster recovery work • Provided leadership to support local EOCs and FEMA Joint Field Offices • 35 Federally Declared Disasters • Recovery grants valued at more than $2 billion • Special expertise in debris, environmental, and historical requirement • Long-term Recovery Planning • Completed complex environmental assessments for more than $50 million in FEMA and HUD projects
Senior Project Manager / FEMA / CDBG-DR SME - Olivia Schmidt	
Key Duties	**Relevant Experience**
• Assist in Overall Project Management • Participating in Strategic Planning efforts • Assist in major discussions with FEMA/FDEM/others • Quality control of all work produced • Advice regarding the linkage of FEMA funding with CDBG-DR and other sources • Work with Holly Hill on amendments to the Local Mitigation Strategy (LMS) as the foundation for 404 & HUD Mitigation Projects • Overall and quality assurance of all Environmental & Historical Assessments	• **16 Years** of disaster recovery work • 19 Federally Declared Disasters • Disaster recovery grants (over 1500) valued at more than $2 billion • Expert in all FEMA project categories, HUD CDBG-DR, and other funding sources • Completed complex environmental assessments for more than $100 million in FEMA and HUD projects • Served in local EOCs as well as FEMA Joint Field Offices in a number of leadership and support roles

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• If required, serve in the local EOC or FEMA Joint Field Office as Chief of Staff and Liaison Officer	

Senior Grant Management Specialist - Lauren Scott

Key Duties	Relevant Experience
• Assist in the Coordination of work produced by the Team • Develop, submit, amend, and track projects in all FEMA Categories • Quality Assurance of team products • Monitor all documentation, timelines, Request from FEMA/FDEM to completion • Conduct interim & final reconciliations and closeouts • If required, serve in the local EOC or FEMA Joint Field Office in the Finance & Administration Section	• **13 Years** of disaster recovery work • 18 Federally Declared Disasters • Disaster recovery grants valued at more than $750 million

Senior Grant Management Specialist - Sheila McGraw

Key Duties	Relevant Experience
• Assist in the Coordination of work produced by the Team • Develop, submit, amend, and track projects in all FEMA Categories • Quality Assurance of team products • Monitor all documentation, timelines, Request from FEMA/FDEM to completion • Conduct interim & final reconciliations and closeouts • If required, serve in the local EOC or FEMA Joint Field Office in the Planning & Intelligence Section	• **25 Years** • 5 Federally Declared Disasters • Managed grants valued at more than $200 million • Leadership and staff on complex environment assessments

Senior Subject Matter Expert – Compliance - John Czernis

Key Duties	Relevant Experience
• Assist in Overall Project Management • Participate in strategic planning efforts • Strong focus on full compliance with all federal and state guidelines. • Lead fraud prevention and detection activities • Oversee and validate data in IntegrityTrax • Provide training to Holly Hill staff • Ongoing Communication with Holly Hill • If required, serve in the local EOC or FEMA Joint Field Office in the Command or Chief of Staff role or in the Operations Section	• **46 years** of public and private sector service • Provided leadership in the Florida EOC for several disasters • Chief Investigator for the Florida Chief Inspector General's Office • Director of the Florida Highway Patrol, oversight of all federal and state funding • Manager in a private firm with large funding through the U.S. Department of Justice—ensuring full compliance

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Senior Program Manager - David Gillespie	
Key Duties	**Relevant Experience**
• Assist in Overall Program/Project Management • Participating in a Comprehensive Audit of the Recovery Process and related Planning Efforts • Focus on Program/Project management and attainment of all goals within the timeframes expected by Holly Hill. • Develop and deliver customized training to Holly Hill leadership and staff • Ongoing Communication with Holly Hill • Coordinate "Recovery Ready" to fully prepare Holly Hill for the next disaster event	• **35 years** of leadership/management experience • Project Management Professional (PMP) for 15+ years • As a U.S. Air Force Officer, managed multiple millions in funding for compliance/results • Key understanding of local concerns developed through executive leadership role with the Florida Chamber of Commerce Foundation • Assisted in the development of "Recovery Ready" program to help clients prepare for disaster recovery
Subject Matter Expert - Brad Yates	
Key Duties	**Relevant Experience**
• Drone pilot to develop video and photographic materials key to project development and justification • Develop, submit, amend, and track projects in all FEMA Categories • Liaison with Holly Hill on data collection/analyses/reporting • Monitor all deadlines and Requests for Information from FEMA/FDEM (time extensions, amendments, etc. • If requested, serve as Safety and Logistics officer • Participate in the leadership of deployed search/reach/damage assessment teams	• **14 Years** of disaster recovery consulting • 15 Federally Declared Disasters • Disaster recovery grants valued at more than $500 million (all categories) • Federal Part 107 certified unmanned aerial systems pilot that has documented many "pre" and "post" conditions for clients • Led and served as a member of the Florida Urban Search & Rescue (USAR) team, deployed in 5 major disasters
Subject Matter Expert - Inspector - Bob Stinebaugh	
Key Duties	**Relevant Experience**
• Ongoing inspections of all open projects to ensure compliance and optimum results • Develop, submit, amend, and track projects in all FEMA Categories • Assist Holly Hill team via detailed Project Management, including coordination with Public Works	• **14 Years** • 19 Federally Declared Disasters • Disaster recovery grants valued at more than $1 billion • Comprehensive damage assessments • Insurance adjusting • Detailed project management

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• Coordinate development & management of Federal Highway Safety Administration (FHSA) grant requests • Conduct final reconciliations and closeouts of projects	

Senior Damage Assessment Estimator - Chris Scarlett

Key Duties	Relevant Experience
• Coordinate all new damage assessments and modifications to previous assessments • In conjunction with Holly Hill Risk Management, fully evaluate insurance proceeds • Link insurance proceeds with FEMA funding for maximum results • Lead development of Mitigation Grant requests from FEMA (406 & 404) and other sources • Participate in strategic planning efforts	• **16 years** public claims adjuster/loss consultant • Licensed All Lines Public Adjuster • Insurance Loss Appraiser • IICRC Fire & Smoke Restoration Technician • Certified Infrared Thermographer • Certified Educational Trainer in Insurance & Risk Management • Senior Professional Public Adjuster • Certified Commercial Property Inspector

Disaster Appeals Attorney - Amanda Cox

Key Duties	Relevant Experience
• Compliance Assurance • Review all relevant procurements, policies, project activities, and documentation • Assist in the development of model policies and protocols • Ongoing Communication with Holly Hill • Major discussions with FEMA/FDEM/other Identify and Correct any Project challenges • If required, serve in the local EOC or FEMA Joint Field Office in the Planning/Intelligence and Finance & Administration Section	• **8 years** of disaster recovery experience • Expert in the development and strong pursuit of FEMA Appeals (First & Second) • 35 Federally Declared Disasters, with Recovery grants valued at more than $500 million

Project Accountant - Glenda Ostrander

Key Duties	Relevant Experience
• Assist in overall project compliance assurance efforts • Detailed financial auditing of all projects • Auditing of Holly Hill data, as requested, including an annual review of Holly Hill Payroll Tracking System • Review of procurements, policies, procedures • Participate in training for Holly Hill Staff	• **46 years** of audit experience (Chief Internal Auditor) • Certified Internal Auditor in governmental entities • Expert in Federal and State guidelines

Senior Subject Matter Expert – Technology - Jeremy Tidwell

Key Duties	Relevant Experience
• Assist in Overall Project Management	• **17 years** of management experience

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• Ongoing Communication with Holly Hill relative to data and reporting needs • Coordinate and monitor linkages to the FEMA portal and FloridaPA.org. • Technology training for Holly Hill and its leadership and staff	• Project Management Professional (PMP) • Development and refinement of IntegrityTrax

- *These proposed project members have completed **all relevant FEMA and other Federal and State training courses**. All are required to enhance their knowledge and maintain optimum skill sets continually.*
- *The key duties described above are tentative and are subject to modification based on the **status and priorities of Holly Hill's leadership**.*

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Proposed Organizational Chart

CITY PROJECT MANAGER



Darryl Cox
SENIOR PROJECT MANAGER/SME



Olivia Schmidt
SENIOR PROJECT MANAGER/SME



David Gillespie
SENIOR PROGRAM MANAGER



Lauren Scott
SENIOR GRANT MANAGEMENT SPECIALIST



John Czerniz
SENIOR SUBJECT MATTER EXPERT



Jeremy Tidwell
SENIOR SUBJECT MATTER EXPERT



Sheila McGraw
SENIOR GRANT MANAGEMENT SPECIALIST



Amanda Cox
DISASTER APPEALS ATTORNEY

Chris Scarlett
SENIOR DAMAGE ASSESSMENT ESTIMATOR



Brad Yates
SUBJECT MATTER EXPERT



Bob Stinebaugh
SUBJECT MATTER EXPERT

Glenda Ostrander
SUBJECT MATTER EXPERT – AUDITING

PANHANDLE ENGINEERING

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Compliance Matrix

We begin this section by offering a Compliance Matrix that articulates our capability to meet and exceed the anticipated tasks. Following this matrix is our proposed Technical Approach to maximize and secure FEMA, HUD CDBG-DR, and other funding sources.

Tasks	Significant Experience	Comments
1. FEMA Public Assistance Advisory Services	**YES**	Over the past 14 years, our firm has pursued, secured, managed, and closed out over **10,000** FEMA Public Assistance Projects valued at over **$4.8 billion**.
a. Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), the Sandy Recovery Improvement Act of 2013 (SRIA), and the Disaster Recovery Reform Act of 2018 (DRRA).	**YES**	As described in our Statement of Qualifications, our team has extensive knowledge and experience in all areas of recovery and constantly monitors compliance with all FEMA policies, which are updated/changed often. Frankly, our professionals could teach some FEMA representatives a "real world" class on their own policies. We are most familiar with, and experts at crafting the best "strategy" for our clients by having a thorough understanding of improvements to the Stafford Act, as outlined in the SRIA of 2013, including but not limited to, PA permanent work alternative procedures, debris removal program alternative procedures, related changes to the appeals process, small project thresholds (simplified procedures), etc.
b. Evaluate and assist in the formulation, execution, and closeout of FEMA PA Emergency and Permanent Work Project Worksheets (PWs). This will involve expertise in cost estimating, developing detailed damage descriptions and dimensions (DDDs), technical assistance, and project scopes of work (SOW), and cost estimates (CEs).	**YES**	This task is an excellent summary of the key elements of the FEMA Public Assistance and Mitigation process. Our team has written and/or managed over 10,000 FEMA projects in all Categories valued at over $4.85 billion. We certainly understand the need for strong documentation and an innovative full assessment of all damages as the basis of all efforts. All of the photos, videos, insurance policies, and maintenance records are all critical to success. Our team includes a Federally licensed Drone Pilot who is excellent at the capture (timely) of video and pics of damage. Development of project worksheets (large and small) is an area in which we excel. After

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Tasks	Significant Experience	Comments
		those project worksheets are processed and obligated, we then will begin our close work with FDEM for the preparation of the many Requests for Reimbursement that will occur. The identification and pursuit of permit and regulatory requirements is an area in which we have great experience. Our damage assessment team and project development/management members fully understand building codes and other requirements across the State of Florida. Beyond those, environment assessments, historic preservation requirements, and other guidelines are always addressed. The Holly Hill effort, like all, are projects that require collaboration, support, and a team approach.
c. Meet as necessary with the Local/Holly Hill/State/Federal representatives in connection with the programmatic, financial, contracting, and eligibility and process issues, at the request of the client.	**YES**	Communication is ongoing and constant coordination with all of these players is a key to success. Serving as staff to the designated Holly Hill leadership, we will equip and help prepare for a successful meeting with these and other entities.
d. Evaluate and recommend potential alternate and/or improved projects.	**YES**	These are important steps in the FEMA Public Assistance process. In the FEMA Program; alternate and/or improved projects allow flexibility in the reconstruction and use of damaged facilities. **Alternate Projects:** • When a damaged facility is not restored to its original function, Holly Hill can use FEMA funding for a different project. • The alternate project can include new facilities, upgrading existing ones, or developing completely unrelated projects (e.g., building a community center instead of restoring a damaged library). • FEMA funds are typically capped at 75% of the original repair estimate. **Improved Projects:**

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Tasks	Significant Experience	Comments
		• These projects involve making upgrades to a facility while it is being repaired or rebuilt, rather than restoring it exactly as it was. • Improvements may include things like expanding the facility or making it more resilient. • FEMA covers the cost of restoring the facility to its pre-disaster condition, and any additional cost for improvements is funded by Holly Hill.
e. Evaluate the appropriateness of the use of FEMA programs, including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.	**YES**	Our team has been highly successful in the development and administration of Section 428 projects for many clients. There are several "pros and cons" in this program. We are prepared to advise Holly Hill on the best solution to maximum recovery funding and provide the flexibility desired. Close coordination with FEMA and FDEM is critical to effective delivery of the 428 Program. Fortunately, our team are experts in this area. **428 Projects:** - Allow for flexible, capped funding based on fixed-cost estimates. - FEMA and Holly Hill agree on the cost estimate for repairing or replacing damaged facilities, and Holly Hill has greater flexibility in how the funds are used. - Holly Hill can use the funding for repairs, improvements, or even projects unrelated to the original facility. However, the funding is capped at the agreed amount, regardless of actual costs. If the project is completed for less than the fixed estimate, Holly Hill can use the savings for other eligible disaster recovery activities, including mitigation, and funds can be used across multiple projects if necessary.

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Tasks	Significant Experience	Comments
		We have experienced debris experts that have been very successful in the pursuit and management of Category A projects that are normally among the highest cost of a disaster recovery. We routinely work with debris haulers and monitors to ensure full compliance with all Federal and State guidelines and avoid any de-obligations and claw backs in this critical area of work.
f. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and closeout projects.	**YES**	This task describes a critical step in preparing for a future disaster. Our Recovery Ready program is intended to make Holly Hill ready to deal with the complex and long process of disaster recovery. We look forward to working with all key Departments to educate leadership and employees on the entire process and set up processes to effectively collect, analyze, and produce project worksheets for all categories of projects in the FEMA Public Assistance Program. This will include reviewing all Holly Hill policies, procedures, and protocols that need to be fully compliant with Federal and State Guidelines. Another critical aspect is a review of all procurements and the policy which guides these activities. As mentioned earlier, non-compliant procurements almost always lead to funding denials or claw backs.
g. Prepare first and second appeals, and arbitration, and prepare projects for audit and respond to audit findings as requested.	**YES**	With our many years of successful experience and the stability of our team, we are very competent and knowledgeable of all FEMA guidelines and the tendency the agency has to implement "disaster-specific" guidelines. As our expert damage assessors work, we can work with clients to effectively determine eligibility and the strong justifications that can be presented to FEMA and FDEM to maximize funding. It will be our view that Holly Hill "owns" your disaster and that you should control the discussions related to necessary funding. We try to avoid disputes with FEMA and FDEM with the production of high-quality and fully compliant work products. However, disputes do occur, and we pledge to work with Holly Hill to

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Tasks	Significant Experience	Comments
		enter those disputes with the "winning" data and presentation. Our experienced FEMA appeals attorney has been very successful in the pursuit of first and second appeals. She is also tracking the impact of the recent Chevron decision by the U.S. Supreme Court and how it will likely affect future FEMA appeals. Our attorney always worked with client legal staff to effectively coordinate an approach to success. In these efforts, as well as many others in the FEMA process, there is a need for project amendments to document changes and future decisions. Our specialists carefully track this activity to avoid providing FEMA with any "justification" to deny funding.
2. FEMA Individual Assistance Advisory Services	**YES**	We routinely advise clients on the pursuit and receipt of FEMA services and funding for the Individual Assistance Program when necessary.
a. Provide expert knowledge and technical competence in FEMA IA Programs, including Mass Care and Emergency Assistance (MC/EA), Individuals and Households Program (IHP), Disaster Case Management (DCM), Crisis Counseling and Training Program (CCP), Disaster Unemployment Assistance (DUA), and Disaster Legal Services (DLS).	**YES**	Our team is prepared to engage with clients to educate leadership and staff on the IA process and how it may be used to provide maximum services as quickly as possible. The programs listed would become part of our information technology system to track, update and communicate status to Holly Hill. Again, the goal is to seek maximum resources, and this will require ongoing evaluation of conditions and unmet needs.
b. Support community relations functions and outreach, and support efforts to provide disaster survivors with guidance on eligibility and the application process for federal, state, and local assistance programs.	**YES**	Outreach, education, and gaining input from the residents, businesses, and non-profit groups impacted and with continuing needs should be a priority of any large-scale recovery. We have handled this in the past and are prepared to provide this support to Holly Hill.
c. Work as an advocate of disaster survivors and bring to the attention of FEMA any	**YES**	We are prepared to work with Holly Hill to educate, inform, update, and troubleshoot resident applicants through the complex FEMA process. We

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Tasks	Significant Experience	Comments
misunderstandings or problems an applicant may have involved any aspect of eligibility, funding, or the programs in general.		suggest that Holly Hill set up a help line (which we could staff) to facilitate this important component of disaster recovery. This effort would include weekly updates on progress and open concerns that Holly Hill could communicate to FDEM, the Governor, Legislative Leadership, and the Congressional Delegation.
d. Provide technical assistance related to all aspects of federally funded shelter and housing or home repair programs, including IHP Programs (Transitional Sheltering Assistance, Rental Assistance, Direct Temporary Housing Assistance, and Permanent Housing Construction), Sheltering and Temporary Power (STEP), and HUD Disaster Housing Assistance Programs	**YES**	Our experience will allow our team to consult with local and state leadership and staff to development agreement with FEMA and other sources to quickly and effectively meet these needs. We have relationships with contractors and service providers who can play a major role in meeting these basic and critical needs. This includes temporary housing as well as future development of dwelling that are resistant future disasters. Down payment assistance should be a major focus of HUD funding.
e. Represent Applicant in discussions with FEMA, State, and other entities related to activation and implementation of housing and individual assistance programs, time extensions, appeals, and eligibility determinations, and other related matters.	**YES**	Our service empowers clients in disaster recovery by representing them across Public Assistance, Mitigation, and Individual Assistance programs that support local residents and businesses. With extensive experience and compliance with federal and state guidelines, we ensure efficient, thorough recovery efforts. We prioritize involving Holly Hill (or your entity) fully in the process, providing accurate data to support favorable FEMA decisions and funding. If challenges occur, our Disaster Recovery Attorney collaborates with City Leadership to pursue strong appeals. We also maintain a solid relationship with the Florida Department of Emergency Management (FDEM), facilitating reimbursement for FEMA-funded projects.
f. Develop or support the development of strategies, plans, policies, and procedures related to disaster housing and human services.	**YES**	This will be major products that if fulfilled could lead to optimum resources in these basic human needs. This is an area in which we will propose creative and aggressive solutions to meet the needs.

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Tasks	Significant Experience	Comments
3. FEMA 404 and 406 Hazard Mitigation Expertise	**YES**	We have significant experience in the pursuit and management of 406 Mitigation Projects and the development of Local Mitigation Strategies for the use of 404 projects.
a. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events (both Sections 404 and 406).	**YES**	As stated previously, approximately 20% of all of our FEMA Infrastructure projects (several thousand over 14 years) have included the important **406 Mitigation** component. Beyond that basic mitigation of a damaged or destroyed piece of infrastructure, we have aggressively worked with our clients on **404 Mitigation** projects through the **Local Mitigation Strategies** that guide that funding. This allows portions of the infrastructure that may not have been impacted by the disaster to be mitigated for maximum resilience. Our process begins with the pre-loss baseline assessment of Holly Hill's assets. As a part of the analysis of that assessment, opportunities for hazard mitigation projects are identified, evaluated, and recommended to Holly Hill in a collaborative effort to develop post-disaster recovery plans.
b. Develop hazard mitigation proposals (HMPs), and if needed benefit-cost analysis (BCA), to protect damaged elements and facilities from future damage.	**YES**	All of the projects we write to repair and replace infrastructure and buildings create an opportunity for mitigation steps. Additionally, the FEMA **404 Mitigation** Program provides a great opportunity for our clients to make even undamaged assets more resilient. For 404 projects, we are prepared to work with all affected entities to develop projects for inclusion in the required Local Mitigation Strategy that guides such 404 projects. **There is also usually additional mitigation funding available through the HUD CDBG-Mitigation Program**. We understand the processes very well and have had remarkable success in all Mitigation Programs—including how they can be linked for maximum results without any duplication of payments.
c. Prepare hazard mitigation proposals, grant applications, BCA, and other services	**YES**	All of the projects we write to repair and replace infrastructure and buildings create an opportunity for mitigation steps. Additionally, the FEMA **404**

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Tasks	Significant Experience	Comments
related to the HMGP, Pre-Disaster Mitigation, and other mitigation programs.		**Mitigation** Program provides a great opportunity for our clients to make even undamaged assets more resilient. For 404 projects, we are prepared to work with all affected entities to develop projects for inclusion in the required Local Mitigation Strategy that guides such 404 projects. There is also usually additional mitigation funding available through the HUD CDBG-Mitigation Program. We understand the processes very well and have had remarkable success in all Mitigation Programs—including how they can be linked for maximum results without any duplication of payments.
4. HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support Services	**YES**	Overall, we have pursued, secured, and managed over $450 million in grants from HUD and the U.S. Department of Treasury (COVID)
a. Provide staff augmentation, subject matter expertise, and other support services related to HUD Coronavirus relief programs to include those funded through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Consolidated Appropriations Act, 2021, American Rescue Plan Act (ARPA), and any future legislation (e.g., American Jobs Plan, American Families Plan, and other COVID19 related funding programs).	**YES**	The Integrity Group has extensive experience providing staff augmentation, subject matter expertise and related support services to city, town, and county governments during the Covid-19 Pandemic Public Emergency. The programs included funding through ARPA, CARES, Consolidated Appropriations Act, Emergency Rental Assistance. The Integrity group worked with these governmental agencies to obtain their allocated funding, develop their programs, provide subject matter expertise regarding specific program requirements and prohibitions, potential project research, record keeping, and conduct annual and quarterly reporting as required. Additionally, we provided staff augmentation to assist with public information campaigns, community involvement in determination of the uses for the funding, and assistance with public access to Covid relief activities. One client's programs included small business relief grants, food assistance funds, emergency rental and homeowner assistance. The Integrity Group assisted the county with the research,

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Tasks	Significant Experience	Comments
		development, and implementation of a very successful public assistance program.
b. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 5 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.	**YES**	As described earlier, our team has significant successful experience in this task area. Most notably the Bay County, Florida Long-term Recovery Plan that was completed for seven municipal governments and the Bay School District. This planning effort became the basis for approximately $3 billion in funding from FEMA, HUD, and other sources.
c. Conduct unmet needs assessments that identify the type and location of the community's disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy.	**YES**	We have worked closely with local governments to determine the unmet needs of the communities they served. Through public meetings and constituent input, the cities explored, selected, and implemented activities to repair, replace or enhance infrastructure, and to address the economic needs of the community.
d. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery and develop and submit Action Plans.	**YES**	We have worked closely with two city governments on CDBG-eligible activities to replace, repair or mitigate future disaster damages. The cities have been awarded over $300 million in CDBG grants to address those needs. We were instrumental in developing the Action Plans, preparing the applications, and assisting the governmental entities with the implementation of their CDBG grant-funded activities. We have also routinely worked with state agencies and legislators to address roadblocks and other impediments to successful disaster recovery.
e. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting Federal requirements such as documentation, procurement, Federal labor	**YES**	We work closely with the many specialized teams/individuals that will deploy with FEMA. This includes EHP experts. We also have an excellent ongoing relationship with the Corps of Engineering, and other federal and state programs and funding providers.

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Tasks	Significant Experience	Comments
standards, fair housing, accessibility, uniform administration, closeout, and monitoring and compliance.		Our team is highly skilled in the various aspects of both state and federal historic and environmental review and reimbursement procedures. Before a disaster event even occurs, consideration of potential agencies and likely MOU needs are developed from the baseline condition assessments. Once an event occurs, disaster and need specific MOUs are prepared and then used as the framework of interagency involvement and the guide for the various parties involved in environmental and historic review. Our team has provided services related to compliance with Federal labor standards, fair housing regulations, and Davis-Bacon requirements. When the need exists, we also provide an insurance review, which is handled in a similar manner but through separate processes. Again, as part of our proactive approach to disaster recovery, a comprehensive insurance review begins with pre-loss event policy reviews for scheduled assets that are then evaluated in conjunction with the findings of the initial baseline condition assessment to establish what insurable coverages may be available as well as potential insurance deficiencies or exposures. Once a disaster occurs, all necessary documentation is prepared to meet insurance claim needs.
5. FHWA / FTA Support	**YES**	Almost all of our clients include FHWA and FTS support efforts. We will link these funding sources with FEMA and HUD funding to maximize results and avoid duplicate funding.
a. Advise and provide technical support for FHWA DR and/or FTA DR funding.	**YES**	We have worked many times with FDOT in the pursuit and management of FHWA funding support. Balancing this funding with FEMA PA funding is critical to avoid any duplication of payments and achieve optimum results from the funding. Proper identification of insurable losses and delineation of those damages are paramount in

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Tasks	Significant Experience	Comments
		expediting not only the insurance process but also in FEMA and FHWA reimbursement.
6. Financial / Grants Management Support and Information Technology	**YES**	Staffed and led by former Inspectors General, Chief Auditors, and Investigators, compliance assurance is at the top of our priority list. Not only does compliance help expedite payments, but it always provides confidence that no funding de-obligations or clawbacks will occur.
a. Advise on Federal regulation and policy on tracking costs, including direct administrative costs (DAC) and facilitate reimbursement for all eligible costs incurred by Holly Hill. This includes policy developed by FEMA specific disaster recovery grants and any other guidance issued by Federal agencies.	**YES**	Our team members are subject matter experts on federal regulations pertaining to disaster recovery, compliance, and funding opportunities available through other state and federal agencies. Our members stay abreast of updated federal regulations, guides, and disaster-specific regulations and requirements.
b. Categorize, record, track, and file costs in support of the financial reimbursement process. Develop IT solutions that support such grants management.	**YES**	While we can assist in the development of Holly Hill systems, a core part of our services is **our IntegrityTrax system** which will manage all disaster recovery grants and funding. This is a fundamental and proactive aspect of our services. As discussed above, this is always a vital part of our services. None of our work has resulted in any significant adverse findings by any Inspector General or Auditor.
c. Perform internal controls assessment and support compliance monitoring activities.	**YES**	As we indicated above, everything we do focuses on full compliance, including Holly Hill's management of contracts to ensure full compliance with procurement, Davis-Bacon, and other federal and state regulations. We suggest that our disaster attorney be tasked with reviewing all recovery-related contracts prior to execution. This is always a vital part of our services. None of our work has resulted in any significant adverse findings by any Inspector General or Auditor.

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Tasks	Significant Experience	Comments
d. Provide expertise using systems to report information to assist in the management of the disaster recovery programs.	**YES**	As noted above, while we can assist in the development of Holly Hill systems, a core part of our services is **our IntegrityTrax system,** which will manage all disaster recovery grants and funding. Our system provides for entry, tracking, reporting and storage solutions to facilitate fast and easy access for both Holly Hill staff and Integrity Group team members. Additionally, thru IntegrityTrax we can provide executive level bulletin boards for ready access to critical data. We have extensive experience with FEMA grants portal and various state disaster recovery reporting portals.
7. Resilient Community Planning Program Support	**YES**	The Integrity Group has developed a "Recovery Ready Program." Through this program we work with our clients and community to help them prepare for and successfully mitigate the impact of future disasters. This effort also includes aggressive pursuit of mitigation measures using FEMA and HUD funding.
a. Develop a resilience strategy and program, including goals and strategies.	**YES**	We would suggest that this strategy be a major chapter in the overall Long-term Recovery Plan for the region. This will enable the linkage of funding and initiatives from multiple sources.
b. Conduct preparedness-related services (including training design and execution) and associated pre-disaster recovery planning (e.g., disaster cost recovery, debris management, hazard mitigation).	**YES**	Recovery Ready includes training regarding disaster preparedness such as safe record keeping, documentation of the condition of current infrastructure, roads and facilities, evacuation considerations, and shelters for the displaced members of the community. We also address how government officials can prepare for and obtain additional funding to mitigate future disasters, and in the event another disaster occurs, how and when they should begin preparations.
c. Conduct preparedness-related services that support (directly or indirectly) a	**YES**	We work with our clients to ensure they have ready access to the necessary documents, guides, and resources so they are well prepared before

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Tasks	Significant Experience	Comments
jurisdiction's resilience program.		another disaster. Discussing safe records retention and storage, documentation of preparation activities, establishing mutual aid compacts or agreements with other jurisdictions, identifying infrastructure and facilities that would benefit from mitigation projects, identify safe shelters for community members, and maintain familiarity with disaster recovery programs.
8. Long-Term Recovery Operations Implementation Support	**YES**	At such time Holly Hill incurs a disaster, we would propose linkage of affected members of Holly Hill and the development of a Long-term Recovery Plan that will seek to address the many challenges. This is similar to the Bay County Florida Long-Term Plan that resulted in approximately $3 billion in total recovery funding for a coalition of local governments.
a. Manage the operations of the recovery structure to engage with the impacted communities, State and Federal agencies, and non-governmental organizations to identify community recovery needs and develop and implement strategy to support the local recovery efforts.	**YES**	Our team will work alongside Holly Hill personnel, other contractors, and state and federal partners to address the community's recovery needs. Team members will work with the agency personnel to conduct public meetings to determine the unmet needs of the community. We have worked closely with current and past clients to develop and implement strategies to support local recovery efforts. Our partnership with our clients lasts for the duration of the recovery process; from initial consultation, through recovery operations, overcoming hurdles, and finally through a successful and audit ready closeout.
b. Support the disaster recovery coordinator and other mission support personnel to implement recovery priorities.	**YES**	Our team members develop a close working relationship with our clients. They are ready to assist and serve our clients with professionalism, courtesy, and expert knowledge in all areas of disaster recovery and compliance.
c. Coordinate with agencies and partners, as necessary, necessary to participate within the Recovery Support Function (RSF) structure.	**YES**	Our team members develop a close working relationship with our clients. They are ready to assist and serve our clients with professionalism, courtesy, and expert knowledge in all areas of disaster recovery and compliance.
d. Coordinate with emergency management and	**YES**	Our team members develop a close working relationship with our clients. They are ready to

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Tasks	Significant Experience	Comments
other agencies to determine resources to fill staffing needs.		assist and serve our clients with professionalism, courtesy, and expert knowledge in all areas of disaster recovery and compliance.
e. Engage with the impacted communities to provide technical assistance and guidance in developing a local recovery management structure, as necessary.	**YES**	Our team members have extensive experience engaging local communities in the development of local recovery efforts and addressing the needs of impacted communities.
f. Engage with the impacted communities, and provide technical assistance as appropriate, to determine recovery needs and goals.	**YES**	Our team members have extensive experience engaging local communities in the development of local recovery efforts and addressing the needs of impacted communities.
g. Identify State and Federal resources available to support local recovery goals.	**YES**	We stay up to date on state and federal resources and funding opportunities available to our clients and their constituents. We will work closely with state and federal officials to ensure our client's needs are met and ensure maximum recovery funding is obtained.
h. Develop strategies for each RSF to provide technical assistance and programmatic support to meet the local recovery needs.	**YES**	Recovery Support Functions are structures for ensuring successful recovery assistance is provided to local governments. Team members are familiar with the agencies and their specific functions that address the recovery process. The primary functions of the RSFs are to identify and provide services that will protect communities, their residents, and their facilities from continuing adverse effects during the recovery process, and the restore the community to a sustainable, safe, economically resilient community. Recovery Support Functions (RSF) include: Infrastructure Systems RSF Economic RSF Natural and Cultural Resources RSF Health and Social Services RSF Community Assistance RSF Housing RSF
i. Manage cost recovery and recovery financing efforts to	**YES**	We stay up to date on state and federal resources and funding opportunities available to our clients

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Tasks	Significant Experience	Comments
secure funding for identified recovery strategies.		and their constituents. We will work closely with state and federal officials to ensure our client's needs are met and ensure maximum recovery funding is obtained.
j. Manage the implementation of the strategies, including providing technical assistance to communities as needed throughout the recovery process to identify and address continuing needs.	**YES**	Our team members have extensive experience engaging local communities in the development of local recovery efforts and addressing the needs of impacted communities.
k. Evaluate the need for RSFs and a recovery structure throughout the long-term recovery process and adapt the structure as needed through time to manage operations effectively and efficiently.	**YES**	We become a partner with the communities and governmental agencies we serve. As such we are position to evaluate the recovery needs of the community and public officials.; We accomplish this through meetings, observation, and past experience addressing unmet needs. Our close relationship with our clients provides for open discussions regarding specific unmet economic, health, housing, and infrastructure needs.
l. Provide a plan to transition recovery efforts to steady state operations and demobilizing the recovery structure. This may include providing guidance on the transition to a steady state	**YES**	As noted earlier, we develop a close working relationship with our clients and are with them from recovery start-up to the program closeout. During the transition to a steady state, normal operations, we will have conducted a complete compliance review of recovery activities, documented all aspects of the recovery to ensure a successful and no-findings audit, and provide guidance and suggestions on continued normal day-to-day operations.

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Technical Approach for FEMA Recovery Process

Since 2010, our team has developed, managed, and/or closed out **over 10,000 FEMA projects, valued at more than $4.85 Billion.** Our proven approach has resulted in **zero funding claw-backs** for any disaster recovery project that we authored for clients. Our approach is further anchored in the fact that our firm has undergone detailed audits and reviews by Federal and State Auditors/Inspectors General, resulting in **zero significant adverse findings.**

The following key steps and tentative timeframes are proposed:

1. TEAM MOBILIZATION & ASSESSMENT PHASE: 30-60 days

Key Deliverables: Activate post-disaster recovery protocols; Project kickoff meeting; activate a full suite of Project Management Plans, e.g., implementation, communication, communication, communication, reporting, knowledge management, stakeholder engagement, risk registry, etc.; damage estimates; site inspections; register for FEMA Grants Portal and FloridaPA.org.

- Finalize contract and enter into specific Task Order
- Determine the size of the team needed
- Mobilize and deploy a team to initiate tracking/reporting protocols.
- Set up recovery project management system (Integrity Trax) – initiate necessary communication & reporting protocols.
- Conduct immediate initial damage assessments to ensure Holly Hill's eligibility and report findings to the State and FEMA.
- Complete the preliminary damage assessments with Holly Hill and FEMA to ensure all damages are documented through photos and technical software tools. This will also help with insurance claims to ensure all findings are accurately documented by both the insurance company and private adjusters.
- Work with insurance and private adjusters to maximize insurance proceeds. This provides Holly Hill with immediate access to funds and eliminates the need for FEMA to anticipate insurance findings.
- Coordinate with Holly Hill leadership to ensure all goals are clearly identified. This will link anticipated FEMA support, HUD, and other funding opportunities and provide data for the best strategic decisions.

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- Implement a Project tracking system (Integrity Trax). Provide a central digital repository of all project information and documents that will also function as a process monitor. Manage documentation in one place on a secure, password-protected web-based system with off-site backup. Ensure that access to FloridaPA.org is established for all necessary personnel.
- As projects are formulated, our in-house expert QA/QC team will perform reviews to provide a final look at the project before it is submitted for approval.
- Our QA/QC team has reviewed thousands of projects and has found that this practice helps expedite the approval process by identifying and correcting any errors, omissions, or missed opportunities before the project is advanced. Thus, it saves time and money by minimizing the effort required to make corrections.
- The skill and experience of our staff will provide Holly Hill with confidence that the disaster funds flowing to Holly Hill will be maximized to the greatest extent possible, while completely complying with all FEMA rules, regulations, and requirements.
- Of special note is our expertise with the entire suite of federal procurement regulations. We are prepared to assist Holly Hill with any issue that may arise under 2 C.F.R. 200.317-200.326 to ensure that any procured services, materials, and/or supplies are fully eligible for reimbursement.
- Set up and provide ongoing Compliance Monitoring and Fraud Prevention efforts.

2. PROJECT FORMULATION PHASE: 60-90 days

Key Deliverables: Finalize damage inventory and assessment; participate in all Holly Hill/FEMA/FDEM meetings; capture known costs and activities since initiation of post-disaster phase; draft project worksheets; identify and delineate large/small projects; initiate strategy discussions for which projects are best for 428 vs standard lane.

- The development of all FEMA Project Worksheets in all Categories (A-G) is the basis for all funding to Holly Hill.
- Representing Holly Hill here is very important because the State's funding agreement ultimately places the responsibility for the grant on the recipient.
- Reliance upon FEMA and State staff alone to provide all necessary support to ensure the maximum federal contribution is not an adequate control.
- Projects submitted to FEMA when all of the documentation is completed for the maximum amount of costs associated with disaster damages.
- FEMA often will rush to obligate a project leaving many of the pending costs off of the initial obligation. This requires versions and revisions to the project to capture the

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additional costs, slowing down the process and limiting the dollars available for drawdown.

- Mitigation projects are pursued via the FEMA Public Assistance or Hazard Mitigation Program; or the HUD Community Development Block Grant Mitigation Program (as that becomes available).
- FEMA has two separate programs for mitigation—Section 406 focuses on mitigation measures for facilities that have actually been damaged in a particular disaster. Section 404 has a broader scope and funds mitigation projects for both damaged and non-damaged facilities.
- Additional funding could be available through the HUD CDBG-DR program. Our team will ensure that there are no duplication of payments that could lead to future clawbacks.

3. PROJECT MONITORING AND REIMBURSEMENT PHASE: 12-48 months

Key Deliverables: Continuous monitoring and filing reports based on required monthly/quarterly periodicity; developing/filing requests for reimbursements/ advancements; seeking disbursements and capturing administrative costs; process cost under-runs.

- Track and manage all FEMA funding obligated to FDEM.
- As projects are obligated, we monitor the progress and ensure amendments, RFAs (Request for Advance), and RFRs (Requests for Reimbursement) are submitted in a timely manner to provide access to funds as fast as reasonably possible.
- Assist Holly Hill in setting up a plan to trigger RFRs, whether after a specific amount of funding is expended or after any invoice is paid. This is entirely customizable to Holly Hill's wishes and need for access to funds.
- Once funds are dispersed to Holly Hill, we will assist in maintaining records for final reconciliation and closeout and to ensure all compliance, reporting, and audits are handled in a timely manner.
- Based on the goals and wishes of Holly Hill we will submit projects with the most flexibility to meet their goals. In the event that amendments or alternate projects must be submitted, we will address all concerns and combine projects and scopes of work to meet their needs.
- Maintain full compliance with State/Federal guidelines and work to achieve timely turnaround on projects, amendments, time extensions, and other requests.
- Produce all quarterly and monthly (if required) reporting to FEMA/FDEM.

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- Participate with Holly Hill in all weekly, monthly, and daily conference calls and meetings with FEMA, FDEM, contractors, and other involved parties.
- Respond to Requests for Information (RFI) from FEMA/FDEM and assist with Recovery Point Objectives (RPO), procurements, and related recovery documentation.
- Validate and document the completion of all small projects (under $1 million).
- Perform routine & final inspections of all large projects (greater than or equal to $1 million), certify completion, and submit final cost accounting for payments.
- Capture all administrative costs for FEMA Reimbursement to Holly Hill.
- Documenting administrative costs eligible for FEMA or HUD reimbursement will be a key part of our efforts from project development to monitoring to inspections and final closeouts.
- Our staff will utilize our experience and tracking system in documenting both direct and indirect costs. Our team has developed more than 900 Category Z administrative cost projects totaling over $62 million in reimbursements.
- Analyze cost underrun strategies as they vary based on the type of project.

4. COMPREHENSIVE AUDIT PHASE: Ongoing

Key Deliverables: We suggest that we conduct ongoing and comprehensive audits of recovery projects and produce a quarterly status report for clients' leadership. This will facilitate the eventual closeout of the recovery effort. This detailed review will include:

- A comprehensive performance and financial audit of the entire FEMA process to evaluate the quality, timeliness, and comprehensiveness of the overall project.
- An evaluation of all Public Assistance Project Worksheets; the status of the projects in the FEMA Portal; and the myriad steps in the SCEIS system that are key to payments.
- Validation that all time extensions, requests for information, and other necessary actions are complete and current.
- Examine the linkages between funding sources (primarily FEMA and HUD CDBG-DR) to ensure that there is no duplication of payments or other non-compliance issues.
- Use our auditing expertise to identify any potential negative audit findings and non-compliance issues that would lead to funding denials or claw backs even years after the obligation of funds.
- If requested, working with Holly Hill Risk Management will complete a comprehensive review of all insurance claims filed and payments accepted by Holly Hill. There is a likelihood that additional insurance proceeds will be available. These can be coordinated with FEMA funding for maximum funding.

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5. FINAL RECONCILIATION AND CLOSE-OUT PHASE: 12+ months

Key Deliverables: Ensure projects and associated files are prepared for potential audit scrutiny and ensure "audit proof," reconcile expenditures, close out payments, gather invoices, and finalize all project(s) documentation for official record capture.

- Final project review and reconciliation of expenditures.
- Our firm takes pride in timely and accurate compliance and reporting; therefore, final reconciliation before closeout should be a quick and systematic process.
- Holly Hill will be provided with a full breakdown of expenditures and payments.
- Project closeout and additional payments made (if cost overruns occur) via RFRs.
- In the event of a cost overrun (actual costs exceed budgeted funding), we will submit interim amendments to increase the obligated dollar amount. This includes providing clear and concise documentation to expedite the state's validation, leading to a prompt payment process.
- Disaster grant projects and accounts closed out with all documentation accounted for.

6. RECOVERY READY PHASE - In preparation for the next disaster event: 30 days

Key Deliverables: Develop a comprehensive baseline assessment; document client status; advance client to a better "recovery-ready" position; train and educate client stakeholders.

Critical Phase: A community that "prepares" in advance, is a community that will "recover" and return to an improved state of normalcy MUCH quicker than those communities that employ "chance" as a strategy. That is why we are proud to assist our clients with our "*Recovery Ready*" program which is an all-encompassing effort to prepare the client community for what they hope will never come (disaster), but are *recovery ready* when it does:

- **Differentiator: Conduct a comprehensive baseline assessment of all real property assets** to establish an understanding of existing conditions. Using the assessment, identify areas of various potential risk factors according to possible perils and disaster risks. Develop capital improvement strategies, emergency and triage response plans, likely recovery needs, and potential mitigation and risk reduction strategies based on the analysis of the baseline condition assessments.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

- Conduct an inventory assessment of all business property to establish potential uses, shortages, existing needs, and multifactor application of assets during both initial disaster response as well as the long-term recovery process.
- Converse with elected and other leadership officials, Holly Hill staff, e.g., local governments, and eligible non-profits, on the expectations and limits of federal and state disaster recovery programs, and how to maximize recovery actions.
- Train Holly Hill staff on FEMA Public Assistance (PA) and HUD requirements, and other programs/aspects of recovery. Ensure Holly Hill staff are fully trained on how to use and employ the multitude of disaster recovery "forms" that will be required, e.g., contract work summary records, crew time reports, daily activity reports, roving monitor logs, load tickets, debris management checklists, etc.
- Orient eligible parties to what to expect in the event of a disaster to greatly reduce the risk of eventual funding claw-backs, and to ensure efforts are audit-proof.
- Conduct a baseline assessment of high-risk areas and other public assistance areas of emphasis. Evaluate Holly Hill's procurement policies, and current contracts in place that could be used in disaster response and recovery, and ensure full compliance with applicable federal statutes, i.e., 2 Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Identify gaps in procurement plans and work to resolve them.
- Conduct a thorough inventory of assets that would be eligible for eventual public assistance, and in turn, review applicable maintenance records, and ensure proper documentation and insurance statement of values artifacts related to any FEMA PA Category A-G asset, are on file and secure. This includes the collection of videos and images of current conditions by our federally licensed drone pilot.
- Assist Holly Hill with ensuring their policies and procedures are compliant with current FEMA guidelines.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Technical Approach –HUD CDBG-DR Programs

While we acknowledge that the primary focus of this RFP is on "FEMA" grant funding, we believe it is also important to highlight for the City, that at such time it requires expertise and assistance in "other grant programs" as well, we are including our proven technical approach to administering potential HUD CDBG-DR appropriated funds that may become available as a result of a declared disaster. These Actions will be taken concurrently with those actions identified on Pages **46-51** (FEMA).

We are prepared to provide trained and experienced staff for the major activities outlined in the RFP related to HUD and other funding programs. Of course, we will work at the direction and with the oversight of Holly Hill.

We will provide professional recovery planning and grant pursuit/management consulting services that are consistent with the FEMA Long-term Recovery Framework as well as guidelines related to HUD/CDBG-DR funding.

We propose the following actions:

1. Strategic Advice to Holly Hill

- Provide advice and consultation to key Holly Hill leaders/staff regarding long-term recovery efforts that may be funded by HUD, FHWA, and other sources.

2. Initial Funding Action Plans

- Build and engage funding "action plans" in advance of grant applications. These are to be built upon past and current grant guidelines and ongoing discussions with grantors. The purpose is to prepare for expeditious submission of high-quality grant applications.

3. Unmet Needs Assessments

- Conduct unmet needs assessments and collect preliminary funding request data for the HUD CDBG-DR funding to be administered through Florida Commerce.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

4. Submit Grant Applications

- Develop and submit (after approval) other comprehensive grant applications that are fully compliant with federal, state, and local guidelines.

5. Communication & Periodic Reporting

- Provide status reports and recommendations to Holly Hill as grant pursuit efforts progress.

6. Identify Incentives that drive Recovery

- Identify and communicate the potential financial and tax-related incentives that can be paid for by CDBG-DR, shifting this burden from local governments.

7. Community Outreach

- Develop and implement the required "citizen participation plans" for HUD and other funding.

8. Learn from Others

- Review previous disaster recovery projects in other jurisdictions to identify "best practices" to be replicated and identify issues/problems to be avoided.

9. Continually Review all Grant Projects

- Work with Holly Hill leadership to review all FEMA permanent projects (Category C-G) and FEMA 404 Mitigation projects to determine designation of long-term projects that are linked to non-FEMA long-term projects. This is important to ensure that there is no conflict nor duplicate payments with CDBG-DR and other non-FEMA grants.

10. Link Private Investment

- Coordinate the pursuit of private investments in Holly Hill from entities (local, national, and international) which fit into the overall goals and major needs for the community.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

11. Ongoing Analysis re: Progress

- Implement and operate grant management protocols to effectively track, report and validate achievement of goals and objectives. These tasks will be consistent with best practices and include financial and programmatic reviews to identify any potential non-compliance or concerns that could lead to potential interruption of funding. The first step in this process will be a complete risk assessment of all potential grant projects.

12. Base Grants on Holly Hill Action Plans

- Build and engage funding "action plans" in advance of grant applications. These are to be built upon past and current grant guidelines and ongoing discussions with grantors. The purpose is to prepare for expeditious submission of high-quality grant applications.

13. Go Beyond FEMA, HUD Funding Opportunities

- Identify and develop new funding initiatives (Federal, State, and private) for the multi-year recovery process.
- Aggressively pursue funding to achieve maximum recovery, including all funding available (at present and in the future) from various Federal and State agencies as well as the private sector.
- Coordinate pursuit and management of disaster recovery grant funds allocated to 15 federal and 12 state agencies.
- Identify and pursue all additional funding sources in a manner consistent with the priorities established by Holly Hill leadership.

14. Close Project Tracking & Reporting

- Provide effective project tracking and reporting tools for Holly Hill Leadership and other stakeholders. This will include a grant and project "dashboard" for access by key stakeholders.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Successful Auditing History

We were pleased to read in this Holly Hill proposal and scope of work, an emphasis on the critical need for **auditing expertise, assisting in appeals, reconciliation of costs**, etc. ***The Integrity Group is one of the few selected firms that was selected as a part of the current State of Florida's, State Term Contract for Financial and Performance Audits.*** It is very rare for a firm to also offer as a core capability service offering the same deep qualifications in performance and auditing, as it does in FEMA PA, and other disaster recovery grant management activities.

Auditing qualifications are critical to ensure full compliance with the management of disaster recovery projects and the use of federal and state funds. It is, indeed, critical that a complete audit of all projects submitted, obligated, and paid to the impacted community be conducted to avoid any funding denials or "claw backs" even years after payment.

We possess the critically-needed experience, skills, and focus on exceptional service to provide quality audit consulting services to governmental entities related to the principle functions of government: planning, program design, organization and re-organization, rule development, procurements, hiring, regulation, , employee and management training, process implementation and improvement, disaster preparation and response, program launching and execution, financial recovery, review of systems and processes, communications management, and budgeting.

Most of these general functions are, in fact, exercised in a disaster recovery effort. In addition to our general government audit consulting capabilities, our team has significant specialized experience in successfully managing the complex areas of government financial emergency avoidance and recovery, policy development and revision, the FEMA Public Assistance Reimbursement Grant Program, management of community development block grant funds, and management of funds provided through the United States Department of Justice.

Our principals and professional associates include former state program managers, former state bureau chiefs, legislative aides, former state division directors, former inspectors general, U.S. military officers, and even a former agency head (State of Florida). Every task we perform for every client we serve focuses on quality, cost-effectiveness, and responsiveness to our clients' needs.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Past Clients/Projects

In the area of auditing, The Integrity Group's principals and associates have led or managed the following endeavors:

Project Title	Audit of Disaster Recovery Grants (FEMA & HUD CDBG-DR)
Agency Name	Hundreds of Local Governmental Entities and the Florida Division of Emergency Management
Project Description	Since 2010, our firm has conducted full financial and performance audits of more than 10,000 disaster recovery projects provided by FEMA, HUD, and other Federal and State funding providers. The total value of these grants exceeds $4.8 billion. Our auditing efforts are based on all Federal and State guidelines (which change often) to validate full compliance, conduct quarterly and final reconciliations, and ultimate close those projects out, including the identification of any cost overruns or underruns. Our project managers carefully review all work performed by our field professionals and our Compliance Manager has a formal and rigid protocol to test projects during the entire range of steps. In fact, as our disaster recovery specialists develop the initial funding proposals, all is done with an eye toward closeout and eventual review by a Federal of State Audit even years from the date of the disaster. It is this unique attention to detail and "audit proofing" that has resulted in zero grants written by our team being clawed- back as a result of a negative audit finding. We are certain that we are the only experienced firm in this discipline that can attest to this level of success.

Project Title	Audit of Expenditures of Family Care Councils
Agency Name	Florida Agency for Persons with Disabilities (APD)
Project Description	Principal, Marvin Doyal, served as lead auditor of expenditures of the Family Care Councils. These audits were conducted pursuant to the requirements of s. 393.502(9), Florida Statutes, to determine whether the Family Care Council expenditures were in compliance with applicable state laws and rules. Inappropriate purchasing card transactions and expenditures unrelated to council business were identified in these audits and corrective measures were recommended for implementation.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Project Title	Audit of Florida Medicaid Provider to Identify Overbilling
Agency Name	Florida Agency for Health Care Administration
Project Description	Principal, Eric Miller, led team that reviewed Medicaid provider's purchase/acquisition records for a one-year period which revealed a shortage of drugs available to support the payments made to the provider by Florida Medicaid. A judgmental prescription review found 41 individual discrepant claims. The final audit report was issued with an identified Medicaid overpayment of $351,996. A hearing request was submitted by the audited provider, but prior to the hearing, the provider signed a payment plan agreement with Medicaid Accounts Receivable, agreeing to return the funds to Florida Medicaid.

Project Title	Review of Pricing and Award of the Operations Contract between the Department of Management Services and Corrections Corporation of America Related to the Operations of the Lake City Correctional Facility
Agency Name	Executive Office of the Governor, Office of the Chief Inspector General
Project Description	Principal of The Integrity Group, Eric Miller, (while still working for the State of Florida), led the examination conducted by the Office of the Chief Inspector General on the pricing and award of the operations contract associated with the privately contracted Lake City Correctional Facility, a facility operated by the Corrections Corporation of America under contract with the Florida Department of Management Services. Review examined whether mismanagement, malfeasance, misfeasance, or gross waste of public funds was committed by an employee or agent of an agency in preparing, executing, monitoring, or renewing the LCCF contract. Review team consisted of 23 auditors, investigators, and analysts. Analysis of the overall financial impact of the contract (through June 30, 2018) did not indicate the LCCF contract resulted in overspending, overpayments, or improper escalations.

Project Title	Audit of Adverse Incident Reporting Process within the Florida Center for Health Information and Policy Analysis
Agency Name	Florida Agency for Health Care Administration (AHCA)

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Project Description	Principal, Eric Miller, led team that conducted an audit of the adverse incident reporting process within the Florida Center for Health Information and Policy Analysis in the Division of Health Quality Assurance. The focus of the audit was to determine compliance with applicable state laws and rules, if proper internal controls were in place to govern the reporting process, and if the reporting process was efficient and effective. The audit identified and examined issues with monitoring the timeliness of report submission from facilities; regulatory action taken against facilities for late reports; controls over the reporting systems; required report referrals within and outside AHCA; review of litigation notices; the receipt and review of annual reports; and outdated rules, policies, and procedures.

Project Title	Inspector General Services
Agency Name	Northwest Florida Water Management District
Project Description	Principal, Marvin Doyal, as a consultant to the firm Law, Redd, Crona, & Munroe, PA, was the named Inspector General for the water management district. The principal provided approval and concurrence with the investigator's findings related to the activities of the district. Principals' performance is that required by Florida Statute s. 20.055. (see also Section 373.079(4)(b))

Project Title	My Safe Florida Home Program Comprehensive Audit
Agency Name	Florida Department of Financial Services (FDFS)
Project Description	*Integrity Group* Senior Consultant was tasked by the Florida Department of Financial Services (FDFS) to play a lead role in the implementation and management of the *My Safe Florida Home Program*. This effort focused on the Wind Mitigation Inspections component of the Program. Separate from the ongoing management of the program, and toward the end of this two year program, a company Principal was tasked to perform a complete examination/audit of the ten inspection firms working in the program. This was a comprehensive operational and performance audit focusing on performance of these firms and their compliance with DFS regulations and policies. This audit included a review of all monthly invoices and payments as well as financial documentation in place at DFS and each firm's headquarters. In addition, the audit included the complete review of 10% of the total inspection reports to verify accuracy and compliance with guidelines.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Disaster Recovery Projects—Audit Approach

The Integrity Group executes audit consulting engagements by matching staff with the appropriate subject matter expertise, proven capabilities, and background to support the needs of the consulting engagement. To support the diverse and unique needs of Greenville County, we will:

1. Assign personnel who have successfully managed and worked on similar projects in the past and have specific knowledge of project development and management processes, coupled with knowledge of the operation of state systems and agencies.
2. Tailor and deliver our consulting services and processes in accordance with the Town's' specific needs, preferences, statutory controls, and administrative rules; and
3. Establish and maintain an effective consultation management process that includes:
    - Strong quality control and assurance efforts;
    - A focus on communication, reporting, and responsiveness to the Town; and
    - Proper and timely documentation of work efforts, deliverables, milestones, performance measures, reports, and other audit consulting products.

Description of Financial and Performance Audit Process Utilized by The Integrity Group

When choosing an engagement partner, technical expertise, quality of the final product and experience working with similar governmental organizations are important factors to consider.

The Integrity Group team will approach our work with a value-added objective. This philosophy can be of particular benefit to the Town because it delivers and makes available diverse capabilities to not only fulfill requirements, but to exceed expectations. We will utilize the in-depth insight gained during our decades of prior government management and public administration to enable our staff to identify opportunities to enhance program and process management, grant management, and integrity monitoring and anti-fraud activities as required.

Audits provide essential accountability and transparency over government programs. Given the current challenges facing governments and their programs, the oversight provided through auditing is more critical than ever. Government auditing provides the objective analysis and information needed to make the decisions necessary to help create a better

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future. The professional standards presented in the Government Auditing Standards provide a framework for performing high-quality audit work with competence, integrity, and objectivity. These standards provide the foundation for contracted auditors to lead by example in the areas of independence, transparency, accountability, and quality through the audit process. The Integrity Group has extensive experience in conducting financial and compliance audits pursuant to Government Auditing Standards, including Single Audits and program specific audits prescribed by OMB Circular A-133 and its successor, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, known as the "Omni Circular" which combines eight previous federal regulations and is codified within 2 CFR Part 200. Lead audit staff of The Integrity Group are trained in the Yellow Book's requirements for financial audits, attestation engagements, and reviews of financial statements and have met the Continuing Professional Education required of the Government Auditing Standards.

In the course of conducting assigned audits, The Integrity Group's team members consider applicable laws, administrative rules, client policies, and external controls in determining the compliance requirements that could have a direct and material effect on the programs reviewed. And, in accordance with the requirements of 2 CFR part 200, subpart F, audits of Federal programs undertaken by The Integrity Group will be performed in accordance with the cognizant federal agency's program-specific audit guide.

For over 25 years, the principals and associates of The Integrity Group have performed both financial and performance audits. Our team's audit approach is designed to provide the necessary steps that enable us to:

- Perform an audit of the financial statements for the federal/state funded program in accordance with Government Auditing Standards,
- Obtain an understanding of the internal controls over compliance and perform tests of the internal controls over compliance for any state (or federally) funded program,
- Perform procedures to determine whether the auditee has complied with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on the state (or federally) funded program.
- Test performance of an entire organization or organizational component against their existing internal and external controls (through performance audits). Internal controls assist an organization in its achievement of operational objectives while external controls impose performance constraints or performance obligations on the audited entity. Our performance audits are designed to provide reasonable assurance regarding the achievement of operational objectives, such as the effectiveness and efficiency of

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

operations, accurate and reliable financial reports, and compliance with all applicable laws, policies, administrative rules, regulations, and contractual obligations (labor contracts, interagency agreements, grant agreements, shared resource agreements, information technology access and licensure agreements, etc.).

STEPS TO COMPLETION

The following steps summarize our process of completing assigned audits:

Step 1: Define Audit Objectives

Prior to the audit, The Integrity Group will launch the preliminary planning and information gathering phase. In this phase, the assigned lead auditor defines the audit objectives and likely scope of the audit. The lead auditor then starts to develop the audit program to define the audit testing procedures. This step occurs after the audit has been accepted and assigned and where applicable, typically involves a review of the results and findings from the last audit of the program area involved and a review of ongoing audits of the program area by other state or federal auditors.

Step 2: Assess Risks to Guide and Develop Audit Depth and Procedures (For Financial Audits)

For financial audits, the primary goal is to determine whether a program or budget entity's financial statements are free from "material misstatement." Management, along with third-party stakeholders that rely on such financial statements, count on them to be accurate and conform to *Generally Accepted Accounting Principles* (GAAP) or another accepted standard. Auditing standards requires auditors to assess general business risks, as well as industry-specific and organization-specific risks. This assessment helps assigned auditors determine the accounts on which to focus audit procedures, and helps the assigned auditors develop audit procedures to minimize potential risks for material misstatement in financial statements.

The three common analytical procedures we utilize when assessing financial statement audit risk include:

- Trend analysis: Comparing current financial figures to the same figures in the prior year.
- Ratio analysis: Our auditors use ratio analysis in their audit to compare ratios for the current year with ratios for a prior year, budget, or an industrial/organizational average.
- Reasonableness: Does what we're seeing related to revenues, fees, and expenditures make sense based on known facts?

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Step 3: Planning

Based on the needs of the assignment and risk assessment (if a financial audit), The Integrity Group will develop a detailed audit plan to test the internal control environment, test performance against established benchmarks and codified expectations, and (for financial audits) investigate the accuracy of specific line items within the financial statements. The Integrity Group then assigns audit team members to work on each element of the audit plan.

Step 4: Audit Announcement

Once the audit objectives have been defined and the audit plan completed, The Integrity Group conveys the audit engagement memo to the management of the program area that will be audited. The memo's distribution list may include senior administration officials that have responsibility for the program area being audited or those that have engaged The Integrity Group. The purpose of the memo is to introduce the objectives of the audit, to detail the planned review process, and to set the expectations for the course of the audit.

Step 5: Fieldwork

During the fieldwork phase, The Integrity Group gathers information and performs audit testing in order to gain an understanding of existing internal controls and we examine documents and other records for evidence to determine whether effective internal controls are in place. During the audit fieldwork phase, we may also perform detailed testing of transactions; evaluate compliance with existing organizational policies and adherence to external regulations; and review system-related controls for data integrity and completeness. The auditor will often request additional information and documents as needed during this phase, and interview program personnel to derive an understanding of practices that may or may not comport with internal controls. During this phase we will utilize the in-depth insight gained during the engagement to enable our staff to identify opportunities to enhance program and process management, grant management and integrity monitoring, and anti-fraud procedures or controls.

If The Integrity Group identifies potential control weaknesses, policy or procedural violations, or other areas of concern that were not addressed by the audit's scope during the course of the fieldwork, they are discussed with the auditee/client during this phase.

During the course of audit work performed, identified risks are rated as High, Moderate or Low. This ensures consistency in reporting audit findings and to ensure the significance of each finding is rated per agreed upon criteria and level of concern. The risk level is recalculated over the course of the audit to reflect established internal controls that mitigate risk. The residual risk level

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helps The Integrity Group determine for the client whether the internal controls are adequate and whether recommendations are necessary to mitigate identified risks and deficiencies.

Step 6: Audit Exit Conference or Meeting

At the conclusion of the fieldwork, The Integrity Group will afford the client and management of the program area audited an opportunity to discuss issues and audit recommendations that will be contained in the written audit report. For both performance audits and financial audits, it is during this phase that the results of the audit, once confirmed, are communicated in a written preliminary audit report. During the exit conference, recommendations are discussed and agreed upon by both parties to ensure that the management response is reasonable and achievable (and in most instances a reasonable timeline corrective actions, if applicable, will occur).

Step 7: Audit Report

During this phase of the engagement, The Integrity Group issues the formal written audit report which is used to formally inform senior administrators and auditee management about any identified concerns and control weaknesses, and where and how these areas should be addressed. All audit reports are summarized in a separate report that's drafted for the client, agency head, or compliance committee. At the end of the financial audit process (for a financial audit), the lead auditor develops an "opinion" regarding the accuracy and integrity of the organization's financial statements. In order to do so, the auditor relies upon quantitative data (such as the results of their testing), as well as qualitative data, including statements provided by the organization's employees and executives. The Integrity Group then (for a financial audit) includes in its written report whether the financial statements present a fair and accurate representation of the organization's financial performance, and whether the financial statements comply with applicable financial reporting standards. Audit reports produced by The Integrity Group will contain the following component parts, at a minimum:

- Executive Summary,
- Background,
- Objectives, Scope, and Methodology,
- Findings,
- Recommendations, and
- Auditee Response.

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CUSTOMER LISTINGS – REFERENCES

III

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

City of Holly Hill, FL – RFP 25-PW-07

11/26/2024

Performance / References

We offer the following disaster-related consulting projects where we have and remain the primary consultant of record for the client.

CLIENT: City of Mayfield, Kentucky

Federal Disaster: 2021 Tornado Outbreak/ DR 4630

Kathy O'Nan
Mayor of City of Mayfield
270-251-6251
konan@mayfieldky.gov
211 East Broadway,
Mayfield, KY 42066

Project Duration: January 2022 – Present Day

In December 2021, a devastating EF4 tornado ripped through the City of Mayfield, severely damaging, or destroying all the city facilities and leveling the entire downtown area. Our firm was brought on to assist them with their recovery. During the last 18 months, we have provided them with guidance and services to support their recovery. We have collaborated closely with community leaders and citizens to meet their specific recovery needs. We attended town hall meetings and continue to attend City Council meetings to ensure that all stakeholders maintain clear lines of communication across all aspects of rebuilding. The Integrity Group has guided the client through the Direct Federal Assistance (DFA) process, drafted multiple federally compliant RFPs, utilized our public adjuster partners to ensure maximum insurance payouts, and coordinated with many federal agencies and numerous issues. Our team was instrumental in securing state funding through the SAFE program, ensuring that there was/is no duplication of funding. The estimated total recovery funding for the City is **$95 million** (FEMA & HUD). This includes approximately **$10 million** in mitigation funding from FEMA & CDBG-DR. Currently, we are working with architects and engineers on bi-weekly meetings to ensure that policy is followed, and the city's goals are achieved. We also represented the City at the state legislature to assist them in finding funds to fill the gap between insurance, FEMA, and actual costs. We have supported the City in every endeavor regarding recovery and will soon be taking on their CDBG-DR funding once the Notice of Funding is released. As a firm, we pride ourselves in being the one-stop to do everything to support our applicants in all aspects of their recovery.

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City of MAYFIELD KENTUCKY

April 12, 2024

Re: The Integrity Group

To Whom It May Concern:

On December 9, 2021, our beloved City was completely devastated by an enormous EF-4 tornado. Our community lost lives, homes, and businesses. Every municipal building was damaged or destroyed. We lost our City Hall, Police Department, Fire Department Headquarters, and Public Works facilities. Damage was so extensive and debris so widespread, the Commonwealth of Kentucky requested assistance from The Army Corp of Engineers. Our hearts were broken but our resolve remained steadfast. We knew the recovery would be a long road ahead but we also knew we needed to take action immediately. Having little experience in major disasters, we engaged the help of an experienced consultant, The Integrity Group. From the very first day, I was comforted by their presence. Many events in the early stages of our recovery unfolded exactly as they described which only provided more reassurance that we were in good hands. The Integrity Group had staff on site daily to assist with debris management and cleanup, insurance adjuster meetings, volunteer coordination, damage assessments, and much more. Integrity has worked tirelessly to ensure we receive every available dollar possible to help rebuild our community. Their senior staff has worked with FEMA, KYEM, Insurance adjusters, and others to fund over $50 million of projects. Over the past few months, Integrity has met with various Kentucky state legislators regarding our recovery needs. This resulted in an additional $25.5 million, that would ensure a full and complete recovery.

As we have shifted from the early stages of the recovery into a phase of planning, design and construction, Integrity has been right by our side, managing our recovery and ensuring compliance of all federal and state programs.

The City of Mayfield is so thankful for our partnership with the Integrity Group and look forward to many more future successes. We would urge any other organization in need of these professional services to highly consider engaging the Integrity Group.

Please feel free to reach out to me at konan@mayfieldky.gov with any questions regarding our relationship with The Integrity Group.

Respectfully,

Kathy O'Nan, Mayor
City of Mayfield

211 E. Broadway • Mayfield, KY 42066 • (270) 247-1981 • (270) 247-2485 *fax* • www.mayfieldky.gov

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Federal Disaster: Hurricane Michael/DR 4399

Lee Walters
Executive Director of Facilities
850-767-4100
waltell@bay.k12.fl.us
1311 Balboa Ave.
Panama City, FL 32401

Project Duration:
September 2023 to present day

CLIENT: Bay County Florida Schools

The Bay County School District took a devasting hit from Hurricane Michael. The district has submitted approximately **$180 million** in FEMA Public Assistance projects to rebuild and repair the extensive damage felt. This included projects for FEMA 406 Mitigation, associated with FEMA project worksheets. The effort also resulted in the District participating in the Bay County Local Mitigation Strategy update and the receipt of 404 Mitigation funding for eight schools across the district. Our team was tasked to review all open projects and assist in the setting of goals for the completion of the recovery effort. Our team continues to work on outstanding Request for Reimbursements (RFRs), satisfying advances, requesting project revisions to meet the 50% rule, working on amendments for interim projects, and amendments to satisfy RFRs and time extensions.

One of the most significant issues the District faces is its "non-428" projects. Like many other Hurricane Michael applicants, the District started with many projects intended for the 428 Public Assistance Alternative Procedures (PAAP) program. Unfortunately, many of their projects were moved to the standard lane after FEMA ended the program due to lack of progress. This put the District in a difficult position. Moving these projects to the standard lane removes the ease of flexibility granted to the 428 program and requires applicants to use the alternate improved project and the ability to use excess funding. We have been working diligently with FEMA to identify all of the Standardized projects that can be moved to an Alternate Improved Amendment.

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MARK McQUEEN
SUPERINTENDENT

1311 Balboa Avenue
Panama City, Florida
32401

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Hearing Impaired Access
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(800) 955-8771 TDD

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Board Members:

Jerry Register
District 1

Ann Leonard
District 2

Chris Moore
District 3

Winston Chester
District 4

Steve Moss
District 5

September 1, 2024

Re: The Integrity Group

To Whom It May Concern:

I am pleased to offer this letter of reference and my recommendation for The Integrity Group. On October 10, 2018, Category 5 Hurricane Michael, made a direct hit on the Bay County, Florida area, and with it, directly impacted the lives of over 28,000 students and employees of the Bay County School District. In our school district alone, the storm is estimated to have caused more than $400 million in damages, with ~ 500 individual sites, buildings, and/or areas needing mitigation or repair. Admittedly, we have struggled since then to fully achieve what we call "recovery momentum." As a result, in 2023. we chose to invite The Integrity Group to partner with the Bay County School District of Florida, as its primary disaster recovery consulting firm, to help us effectively and efficiently advance our recovery efforts for the betterment of our students, employees, and the entire Bay County Community we serve.

The Integrity Group immediately conducted a thorough evaluation of all our disaster recovery projects, identified a suggested approach, and assisted us in communicating to the State and FEMA on our needs in order to "move the ball forward." They also were helpful in advising and supporting us in the reallocation of over $100 million in insurance proceeds. In short: the Integrity team has provided our district with both the strategic and tactical advice, technical support, and overall planning and execution, that we needed in the recovery aftermath of this historic event. Overall, our total damages submitted to FEMA exceeded $180 million in all Public Assistance categories. The Integrity team was valuable in helping us identify and capture all eligible costs and helping us through the FEMA process. In addition, they place a premium on covering all bases to avoid any future de-obligation of funding -- even years into the future.

When the Integrity team discovered a previous inadvertent oversight to apply for match funding from the State of Florida to more fully assist in our Hurricane Michael recovery efforts, The Integrity Group helped us engage the Office of the Florida Governor which then directly resulted in an additional $10 million appropriation specifically for our school district recovery efforts.

I am happy to provide any additional information you may require.

Leon Walters

Lee Walters
Executive Director of Facilities
Bay District Schools
850-767-4205

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

CLIENT: Bay County, Florida – Long Term Recovery Plan

Federal Disaster: Hurricane Michael/ DR4399

Robert Carroll
Bay County Board of Commissioners
850-248-8140
rcarroll@baycountyfl.gov
840 West 11th Street,
Panama City, FL 32401

Project Duration: December 2018 to present

Bay County was severely impacted by Category Five Hurricane Michael in October of 2018. One of the first firms hired by the County was The Integrity Group. We were tasked to provide staffing to support and lead the Bay County Long-Term Recovery Task Force. The Task Force was comprised of officials from all municipalities and the School District. Integrity's focus was on the development of our Long-term Recovery Plan which was used to support the successful pursuit of FEMA and HUD CDBG-DR funding which totaled over $800 million across the County. This funding included FEMA PA; FEMA Mitigation (406 & 404); and HUD CDBG-DR Infrastructure and Mitigation. The Integrity Team collaborated very closely with local officials and staff on the development of the plan and ensured full compliance with the myriad HUD and State regulations. In full compliance with the FEMA National Disaster Recovery Framework (NDRF) and HUD guidelines, our team worked with six major branches Health & Social Services (including schools), Infrastructure, Economic Development, Housing, Natural & Cultural Resources, and Planning & Capacity. The project included the participation of more than eight hundred residents, business leaders, and other stakeholders who participated in 250 public meetings, special research sessions, and open discussions. Additionally, many hundreds of residents participated via a special recovery website and social media. This highly successful project resulted in a "model" Long-term Recovery Plan that resulted in numerous accolades from Federal and State agencies. And, more importantly than the **$300 million** mentioned above, this effort resulted in total funding into Bay County (including private investment) totaling nearly **$3 billion.**

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

September 5, 2024

Re: The Integrity Group
2120 Killarney Way
Tallahassee, FL 32309
www.TheIntegrityGroup.net

To Whom It May Concern:

Bay County, Florida, was severely impacted by Category Five Hurricane Michael in October of 2018. In desperate need of a high-quality disaster recovery management and consulting firm, to assist our County in the aftermath of that storm, one of the first firms hired by the County was *The Integrity Group*. They were tasked to lend their knowledge and expertise, and provide staffing to support and lead the Bay County Long-Term Recovery Task Force through the strategic recovery planning phase. The Task Force was comprised of officials from Bay County, all municipalities, and the School District. *Integrity's* focus was on the development of our Long-term Recovery Plan which served as the basis for the successful pursuit of HUD CDBG-DR and FEMA funding which totaled over $300 million. The Plan was also an important component of our efforts to secure many hundreds of million in private investment in our communities. The *Integrity Team* worked very closely with local officials and staff on the development of our plan and ensured full compliance with the myriad HUD and State regulations. That focus on compliance has been critical in our ability to avoid funding claw-backs by FEMA and HUD.

In full compliance with the FEMA National Disaster Recovery Framework (NDRF) and HUD guidelines, their team worked with six major branches—Health & Social Services (including schools), Infrastructure, Economic Development, Housing, Natural & Cultural Resources and Planning & Capacity. The project included the participation of more than eight hundred residents, business leaders, and other stakeholders who participated in 250 public meetings, special research sessions, and open discussions. Additionally, many hundreds of residents participated via a special recovery website and social media.

This very successful project resulted in a "model" Long-term Recovery Plan that resulted in numerous accolades from Federal and State agencies.

In closing, I am pleased to provide this letter of reference for *The Integrity Group* -- the services provided by this exceptionally qualified, disaster preparedness and recovery firm, were absolutely critical to the long-term recovery needs of Bay County.

To whomever is reading this letter of reference and considering to engage the services of *The Integrity Group,* I encourage you to not miss the opportunity to work with this phenomenal team – they will not disappoint.

I will be happy to provide any additional information you may need. Feel free to email me at rcarroll@baycountyfl.gov or call 850.248.8140.

Sincerely,



Robert Carroll
Bay County Commissioner
840 West 11th Street
Panama City, Florida

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Federal Disaster: Hurricane Michael/DR 4399

Ralph Hammond
Mayor of City of Springfield
850-872-7570
rhammond@springfield.fl.gov
408 School Ave.
Springfield, FL 32401

Project Duration: November 2018-Present

Prime Consultant: The Integrity Group

CLIENT: City of Springfield, Florida

The City of Springfield was in the direct path of the eye of Category Five Hurricane Michael on October 10, 2018. The City suffered almost complete devastation, including hundreds of homes lost or heavily damaged; almost every business destroyed; lost every City building, including the City Hall, the Police and Fire departments, and Public Works; All City Parks and all Warehouses were destroyed or heavily damaged. Almost every roadway and water system were heavily damaged by the disaster or the massive debris removal efforts that took place after the event.

Since the day of impact, we have assisted the City in every phase of disaster short and long-term recovery, including FEMA PA; FEMA Mitigation (406 & 404); and HUD CDBG-DR and Mitigation. We coordinated the City's involvement in the development and implementation of a Long-term Recovery Plan. Overall, the long-term plan has resulted in total federal, state, and private investment funding totaling over **$100 million**. As part of this effort, we led efforts to secure over $30 million in CDBG-DR infrastructure and mitigation funding to meet the enormous infrastructure, housing, and economic needs of the community. We coordinated FEMA funding requests and set up management systems to ensure compliance with over $40 million in all categories of the FEMA Public Assistance Program, including the FEMA 428 program which provided flexibility in the relocation and construction of a new state-of-the-art Consolidated Government Complex. Additionally, we assisted the City in obtaining $1.5 million in state grant funding for certain costs not covered by FEMA or HUD.

During the COVID-19 pandemic and its aftermath, we also assisted the City in securing Federal Funding totaling $8 million and assisted them in carrying out related programs in full compliance with a funding plan consistent with the CARES and ARPA funding guidelines. We continue to provide direction and leadership as the City moves ahead, to ensure no claw back nor de-obligation of funding occurs. As part of our ongoing effort to make sure that our clients are prepared for potential future disasters, and through the Integrity "Recovery Ready" program, we captured all data related to City projects and ongoing maintenance and worked with the City to update and maintain all critical policies and procedures.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Finally, due to diligent planning efforts and the linkage of recovery incentive funding, our efforts resulted in a large development firm purchasing in excess of 350 acres in the City to develop a planning community with hundreds of new homes, an apartment complex, shopping venues and park space for what is referred to as the "new Springfield." Private investment in this development is approximately **$30 million.** This will bring many new jobs, better housing options, increased ad valorem tax revenues, and enhanced recreational services.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

CITY OF SPRINGFIELD

Ralph Hammond, Mayor

COMMISSIONERS:
Carl Curti
Phillip Dykes
Jack Kennington
Topeka Humphries

408 School Ave
Springfield, Florida 32401
(850) 872-7570 * (850) 872-7663 fax

April 14, 2020

To Whom it May Concern:

RE: The Integrity Group/Blue Sky Florida

Greetings:

The Integrity Group/Blue Sky Florida became the City of Springfield's Disaster Recovery consulting firm in late 2018 in the aftermath of Hurricane Michael's devastation of our community. This team has provided our city the advice, technical support, and overall planning that we desperately needed after this historic event. Overall, our total damages submitted to FEMA totals over $50 million in all categories. The Integrity Team has been extremely valuable in helping us capture all eligible costs, document that data in the appropriate manner, and negotiate with FEMA to obligate maximum funding eligible. They also place a premium on taking every step to avoid any future de-obligation of funding, even years into the future. In addition to the FEMA Public Assistance funding effort, they are also helping us maneuver the upcoming HUD Community Development Block Grant—Disaster Recovery process. In that program, we are pursuing funding in-excess of $25 million for our city. We also plan to use their services to document our claims pursuant to Florida's HR 4486, COVID-19. Their work efforts have been very professional and their insight into how the state and FEMA operates valuable to our efforts. We would strongly recommend The Integrity Group to any community that faces the challenge of full recovery to any declared disaster event. Please advise if you need additional information on this matter. You can reach me via email at rhammond@springfield.fl.gov or jbaldwin@springfield.fl.gov.

Regards

Ralph Hammond
Mayor
City of Springfield

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

ACCEPTANCE OF CONDITIONS

IV

The Integrity Group accepts all conditions with no exceptions.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

DOCUMENTS

V

Included in this tab is appropriate certifications regarding sub-consultant, Trustmark Enterprise.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)



202-205-8800 | sba.gov
409 3rd St, SW. Washington DC 20416

May 26, 2023

TRUSTMARK ENTERPRISE LLC
SAM UEI: Q4T7YR6XLJD9
2057 CRESTDALE DR
TALLAHASSEE, FL 32308

Dear TRUSTMARK ENTERPRISE LLC:

I am writing to inform you that TRUSTMARK ENTERPRISE LLC has been certified by the Veteran Small Business Certification Program (VetCert) at SBA. Your certification confirms your eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

What you need to know:

- TRUSTMARK ENTERPRISE LLC is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at veterans.certify.sba.gov.
- Your certification is valid for three (3) years from the date of this letter.
- You may visit SBA's website to download SBA-approved digital icons that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans.certify.sba.gov. Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm TRUSTMARK ENTERPRISE LLC's continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Sincerely,

John B. Perkins

John B. Perkins
Director Veteran Small Business Certification Program

All SBA programs and services are extended to the public on a nondiscriminatory basis.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

State of Florida

Veteran Business Certification

Trustmark Enterprise, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

11/06/2024 to 11/06/2026



Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance

REQUIRED FORMS

VI

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

☑ The standard contract / agreement has been signed and included.

☑ All applicable forms have been signed and included

☑ All information as requested in the Proposer's Qualification Form is included.

☑ Any addenda have been signed and included.

☑ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

The mailing envelope must be sealed and marked with "RFP 25-PW-07", Proposal Title "DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES" " and November 26, 2024 @ 10:00 am".

☑ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Blue Sky Emergency Management, DBA - The Integrity Group Company	2120 Killarney Way Address
Gary Yates Authorized Signature	Tallahassee, FL 32309 City, State, Zip Code
Gary Yates, President/CEO Printed Name & Title	850.739.3600 Telephone No.
Gary.Yates@theintegritygroup.net Email	850.739.3605 Fax No.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
The Integrity Group has work in a variety of locations. Each contract		$
amount is based on an hourly rate (such as what this contract would be)		$
Our work involves managing work, e.g. FEMA PA projects, on behalf of our clients projects valued in the millions of dollars. So it would be difficult to provide an apples to apples answer to this question.		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

None. We would be excited to add Holly Hill to our list of clients.

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 0 **Total Fees for work done on all City projects**

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

REFERENCES:
Bank(s) Maintaining Account(s): PRIME MERIDIAN - TALLAHASSEE, FL

Surety/Underwriter: (if required) N/A

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☑ Other: Please list: LLC _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Blue Sky Emergency Management, DBA - The Integrity Group Company	2120 Killarney Way Address
Gary Yates Authorized Signature	Tallahassee, FL 32309 City, State, Zip Code
Gary Yates, President/CEO Printed Name & Title	850.739.3600 Telephone No.
Gary.Yates@theintegritygroup.net Email	850.739.3605 Fax No.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

2. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Gary Yates, President/CEO
(Print Individual's Name and Title)

for Blue Sky Emergency Management, DBA - The Integrity Group
(Print Name of Entity Submitting Sworn Statement)

whose business is 2120 Killarney Way; Tallahassee, FL 32309

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3113187

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

XX Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Gary Yates
(Signature)

Sworn and subscribed before me this 20th day of NOVEMBER, 2024.

Personally known X

OR produced identification —

—
(Type of Identification)

(Notary)

Notary Public State of Florida John T. Ozernis

My commission expires: 06-01-2026

00 47 00-02

JOHN T. OZERNIS
Commission # HH 269906
Expires June 1, 2026

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of FLORIDA

County of LEON

_, being first duly sworn, deposes and says that:

He/she is GARY YATES of THE INTEGRITY GROUP Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Blue Sky Emergency Management, DBA - The Integrity Group	2120 Killarney Way
Company	Address
Gary Yates	Tallahassee, FL 32309
Authorized Signature	City, State, Zip Code
Gary Yates, President/CEO	850.739.3600
Printed Name & Title	Telephone No.
Gary.Yates@theintegritygroup.net	850.739.3605
Email	Fax No.

Subscribed and sworn to before me this 20th day of Nov, 2024

John T. Czernis

Notary Public

Title

My Commission Expires: 06-01-2026

JOHN T. CZERNIS
Commission # HH 269908
Expires June 1, 2026

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☑ **YES**
☐ **NO**

Blue Sky Emergency Management, DBA - The Integrity Group Company	2120 Killarney Way Address
Gary Yates Authorized Signature	Tallahassee, FL 32309 City, State, Zip Code
Gary Yates, President/CEO Printed Name & Title	850.739.3600 Telephone No.
Gary.Yates@theintegritygroup.net Email	850.739.3605 Fax No.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosu consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from pub disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragrap of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to eac The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, T THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT TH CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Blue Sky Emergency Management, DBA - The Integrity Group

Authorized representative (printed): Gary Yates, President/CEO

Authorized representative (signature): Gary Yates

Project Number: RFP# 25-PW-07

Date: 11/26/2024

00 48 60

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Blue Sky Emergency Management LLC

2 Business name/disregarded entity name, if different from above

The Integrity Group

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2120 Killarney Way

Requester's name and address (optional)

6 City, state, and ZIP code

Tallahassee FL 32309

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

4	5	-	3	1	1	3	1	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Mary Hater Date ▶ 01-01-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Affidavit of E-Verify Requirements Compliance

The Consultant/Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Blue Sky Emergency Management,
DBA - The Integrity Group

Consultant/Contractor Name and Address

2120 Killarney Way; Tallahassee, FL 32309

Gary Yates

Signature

Gary Yates, President/CEO

Name and Title

00 48 80

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Blue Sky Emergency Management, DBA - The Integrity Group Company	2120 Killarney Way Address
Gary Yates Authorized Signature	Tallahassee, FL 32309 City, State, Zip Code
Gary Yates, President/CEO Printed Name & Title	850.739.3600 Telephone No.
Gary.Yates@theintegritygroup.net Email	850.739.3605 Fax No.

State of FLORIDA)
City of TALLAHASSEE)
County of LEON

SUBSCRIBED AND SWORN to before me this 20th day of Nov, 2024, by GARY L. YATES, who is personally known to me to be the PRESIDENT & CEO for the Firm, OR who produced the following identification: _____.

John T. Czernis
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
JOHN T. CZERNIS
Commission # HH 269908
Expires June 1, 2026

My Commission Expires: 06-01-2026

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROFESSIONAL SERVICES AGREEMENT
DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

Request for Proposals (RFP) #25-PW-07

THIS AGREEMENT is made and entered into this 23 TH day of Nov, 2024, by and between Blue Sky Emergency Management, DBA - The Integrity Group, duly authorized to conduct business in the State of Florida and whose address is 2120 Killarney Way, Tallahassee, FL 32309, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (RFP #25-PW-07), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (5) years from the date of award with two (2) subsequent one-year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Gary Yates, President/CEO (Name, Title)
Blue Sky Emergency Management, DBA - The Integrity Group. (Company)
2120 Killarney Way (Address)
Tallahassee, FL 32309 (City, State, Zip)
850.739.3600 (Phone)

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

WITNESSES:

_____

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: _____

FIRMS
By: Gary Yates
_____, _____

Dated: 11/23/24

Attachments: A. RFP # 25-PW-07
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this ____ day of _____, 2024 under Agenda Item No. _____.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

ACKNOWLEDGEMENTS

RFP # 25-PW-07

Disaster Cost Recovery and Related Grant and
Project Management Services

To: **City of Holly Hill**
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Blue Sky Emergency Management, DBA - The Integrity Group

From: : Insert Information "Contractor"

The Contractor agrees to provide DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES within 10 days **calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

Dated this 26 **day of** November **(Month)**, 2024 **(Year)**

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: Gary Yates / Gary Yates, President/CEO
(Signature) **(Print name)**

Address: 2120 Killarney Way, Tallahassee, FL 32309

Telephone: (850) 739.3600 **Fax:** (850) 739.3605

Taxpayer Identification Number (TIN): 45-3113187

CORPORATION

By: N/A /
(Signature) **(Print name)**

Address:

Telephone: (____) ____ **Fax:** (____) ____

Taxpayer Identification Number (TIN/EIN): ____

State Under Which Corporation Was Chartered:

Corporate President: ____
(Print Name)

Corporate Secretary: ____
(Print Name)

Corporate Treasurer: ____
(Print Name)

CORPORATE SEAL

Attest By: ____
Secretary

Signature: ____ **Date:** ____

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Mayfield, Kentucky
Address: 211 East Broadway, Mayfield, KY 42066
Point of Contact: Kathy O'Nan, Mayor
Phone #: 270-251-6251 Email address: konan@mayfieldky.gov
Service(s) Provided: In December 2021, a devastating EF4 tornado ripped through the City of Mayfield, severely damaging, or destroying all the city facilities and leveling the entire downtown area. Our firm was brought on to assist them with their recovery.
Dates of Service: 2022 - Present Day

2. Name of Company: Bay County School District
Address: 1311 Balboa Ave, PC, FL 32401
Point of Contact: Lee Walters
Phone #: 850-767-4100 Email address: waltell@bay.k12.fl.us
Service(s) Provided: Helping to recover fro $180M in damages from Hurricane Michael. When a previous disaster recovery firm was no longer assisting this client, we were requested to step in, review all open projects, correct and resolve many issues, and assist in completing their recovery effort. September 2023 - Present Day.
Dates of Service:

3. Name of Company: Bay County
Address: 840 West 11th St, Panama City, FL 32401
Point of Contact: Commissioner Robert Carroll
Phone #: 850-248-8140 Email address: rcarroll@baycountyfl.gov
Service(s) Provided: Bay County was severely impacted by Category Five Hurricane Michael in October of 2018. One of the first firms hired by the County was The Integrity Group. We were tasked to provide staffing to support and lead the Bay County Long-Term Recovery Task Force.
Dates of Service: December 2018 - Present Day

4. Name of Company: City of Springfield, FL
Address 408 School Ave, Springfield, FL 32401
Point of Contact: Ralph Hammond, Mayor
Phone # 850-872-7570 Email address: rhammond@springfield.fl.gov
Service(s) Provided: The City was devasted by Hurricane Michael. Since the day of impact, we have assisted the City in every phase of disaster short and long-term recovery, i ncluding FEMA PA; FEMA Mitigation (406 & 404); and HUD CDBG-DR and Mitigation.
Dates of Service: November 2018 - Present Day

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
(X) Other LLC (Explain)

Federal Employer Identification Number: 45-3113187

Firm Name: Blue Sky Emergency Management, DBA - The Integrity Group

Mailing Address: 2120 Killarney Way, Tallahassee, FL 32309

Telephone No.: 850.739.3600 Fax No.: 850.739.3605

Email Address: Gary.Yates@theintegritygroup.net Web Address: www.TheIntegrityGroup.Net

If remittance address is different from the mailing address so indicate below.

Firm Name: Same as above

Remittance Address:

Submitted by: Gary Yates

Name & Title Printed: Gary Yates, President + CEO

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP 25-PW-07 - "DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in RFP 25-PW-07

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 26 day of November, 2024 in the City of Tallahassee, in the State of FLorida.

Blue Sky Emergency Management, DBA - The Integrity Group	2120 Killarney Way
Company	Address
Gary Yates	Tallahassee, FL 32309
Authorized Signature	City, State, Zip Code
Gary Yates, President/CEO	850.739.3600
Printed Name & Title	Telephone No.
Gary.Yates@theintegritygroup.net	850.739.3605
Email	Fax No.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	$ 1,000,000 Per Occurrence

☒ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice required.**

☒ 11. The Certificate must state the RFP Number **25-PW-07** and **DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES**

= = = =

PRICE PROPOSAL FORM

VII

Our firm is pleased to report that our disaster recovery team is constant and stable regarding client assignments.

We propose a “just in time” deployment model for Holly Hill. Specific technical staff are critical to success but may not need to be “permanently” deployed. These resources are utilized to complete needed tasks and then return to “standby” mode. For example, damage assessments, engineering, and other specific skill sets are deployed when required. This approach will assist Holly Hill in cost containment and allow our team to provide maximum service until the final closeout of all projects.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSAL PRICING FORM

RFP 25-PW-07

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

Please provide fee schedule including the hourly rates for positions required to complete the work as described in this solicitation. Please note that the positions listed are based on prior awards, and are not assumed to be all-inclusive. Addition positions can be written into the spaces provided in the table below

POSITION	HOURLY RATE
PIC/Executive Assistant	$85
Project Manager/Principal Consultant	$180
Senior Grant Management Consultant	$175
Grant Manager Consultant	$165
Consultant	$155
Senior Analyst	$175
Analyst	$165
Analytical Aid	$85
Administrative Assistant	$55

The above referenced hourly rates are inclusive of overhead, profit, direct and general & administrative expenses. If travel is required, consultant must seek written approval from the City of Holly Hill before reimbursement can be made.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Gary Yates
Authorized Signature

Gary Yates, President/CEO
Printed Name & Title

Blue Sky Emergency Management, DBA - The Integrity Group
Company

11/26/2024
Date

2120 Killarney Way
Address

Tallahassee, FL 32309
City, State, Zip Code

850.739.3600
Telephone No.

Gary.Yates@theintegritygroup.net
Email Address

00 30 00

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

APPENDIX: PERSONNEL RESUMES

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

City of Holly Hill, FL – RFP 25-PW-07

11/26/2024

Jeremy Tidwell

Executive Vice President, Technology

The Integrity Group

Experience Summary

Jeremy serves as CIO of The Integrity Group and is actively involved in all phases of the company's disaster recovery service offerings, focusing on technology solutions and full compliance. In addition to his time at The Integrity Group, Jeremy has ten years of proven leadership with an international non-profit organization in the areas of finance and information technology. With a keen understanding of emerging technologies and vision to implement innovations for long-term, sustainable delivery of services, Jeremy brings passion and expertise to our team. Jeremy is a Project Management Professional (PMP) as well as a Certified Scrum Master (CSM) and has over 17 years of experience working with Agile development teams.

EXPERTISE
- Knowledge of Fl Law
- Compliance Management
- Auditing
- FEMA/HUD Policies

GRANTS
- ERA Grants
- Law Enforcement
- COVID 19
- ARPA/CARES

DISASTERS

- Hurricane Michael
- COVID 19
- Tornados in Kentucky
- Tornados in Tennessee

EDUCATION

- MDIV, Theology, Southwestern Baptist Theological Seminary
- BA, Public Relations/Political Science, Florida State University

CREDENTIALS/CERTIFICATES/ TRAININGS

- All Relevant HUD and FEMA Courses Completed
- Project Management Professional (PMP)
- Certified Scrum Master (CSM)

RELEVANT EXPERIENCE/BACKGROUND

Built and maintains The Integrity Group's disaster recovery data management system. This system compiles all FEMA, HUD, and other project worksheets and grants financial information. The system is accessible by client leadership and staff for tracking and linkage with client systems.

Working with an international organization, worked on various outreach, support and other services focused on low- and moderate-income residents facing serious challenges and in need of support in many areas—including housing.

Developed and implemented a grant portal workflow that takes users through the process of application, review, and payment. This system has been utilized to award over $200 million in local, state, and federal funds. Most recently used in the CARES, ARPA, and ERA/ERA2 programs. This system includes fraud prevention and detection tools.

Lead the Housing Branch of the Bay County Long Term Recovery Planning Committee after Hurricane Michael. Played a key role in finalizing the document that has allowed Bay County to bring in over $750 million in funding for its recovery efforts.

Served as Scrum Master on a 3-year effort to create a three phase, custom expense report application used enterprise-wide and improve processes within the finance office for expense report review producing a 500k annual savings to the organization through personnel costs and overhead reduction.

Lead an innovative program that provides staffing for school safety officers in 22 Leon County Florida schools, deploying fully certified law enforcement officers. The five -year program now totals over $60 million.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Darryl Cox

Senior Vice President, Program Services

The Integrity Group

Experience Summary

Darryl has over 17 years of leadership and technical consulting experience in disaster recovery, working on 35 Federally Declared Disasters. During this time, he has worked on over 2,000 disaster recovery grants valued at more than $1 billion. This service has positively impacted not only two major state-level grantees, but more than four hundred sub-grantees. Prior to becoming a professional recovery consultant, Darryl worked for the Florida Division of Emergency Management (FDEM), Bureau of Recovery, for over five years. He has served in all professional capacities, including Public Assistance Coordinator, Team Lead, Regional Project Manager and Program Director. His experience is in all phases of disaster recovery, including Damage Assessments; Project Development; Grant Management & Reporting; Payment Processing; Final Reconciliation; and project, account, and disaster closeouts. He is highly respected by clients for his exceptional technical knowledge, keen focus on customer service and responsiveness to meet their needs.

EXPERTISE
- FEMA PA
- Hazard Mitigation
- FEMA/HUD Policy
- Grant Management
- Debris Management

GRANTS
- CDBG-DR
- Housing
- COVID 19
- ARPA/CARES
- Public Assistance

DISASTERS
- Hurricane Michael
- Tornado in Kentucky
- Hurricane Frances
- Texas Floods
- Hurricane Wilma
- Tornado in Tennessee

EDUCATION
- B.A, Economics, University of South Florida, Tampa, FL

CREDENTIALS/CERTIFICATES/ TRAININGS
- All Relevant FEMA and HUD CDBG-DR Certificate Courses: CDBG-Disaster Recovery
- ISA Certified Arborist
- CDBG-DR Key Concepts
- CDBG-DR Overview

RELEVANT EXPERIENCE/BACKGROUND

As part of the Florida Division of Emergency Management Public Assistance Team assisted in the management, reconciliation and final closeout of disaster recovery grants totaling $2.4 billion.

Working with Gadsden County, FL, Darryl drafted grant pursuit applications and has successfully been awarded over $35 Million for the county related to large infrastructure projects. He has managed these projects in all areas of budget, schedule, and compliance.

Working with the City of Springfield, FL, Darryl drafted grant pursuit applications and has successfully been awarded over $82 Million for the city related to large infrastructure and economic revitalization projects. He has managed these projects in all areas of budget, schedule, and compliance.

While working disaster recovery for in Mayfield, KY, Darryl has assisted multiple clients across a broad range of disaster recovery to include pursuit and management of FEMA PA, CDBG-DR, Kentucky S.A.F.E. projects. These projects include the complete rebuild of over $100 Million in major infrastructure.

Working with the City of Lynn Haven, FL, Darryl drafted grant pursuit applications and has successfully been awarded over $25 Million for the city related to large infrastructure and economic revitalization projects. He has managed these projects in all areas of budget, schedule, and compliance.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Olivia Schmidt

Senior Vice President, Program Services

The Integrity Group

Experience Summary

Olivia has worked in every aspect of the Disaster Recovery Program for sixteen years. Over the course of her career, she has dealt with more than 19 disasters, including Hurricane Irma 2017 (DR 4280), Hurricane Hermine 2016, and Hurricane Matthew's DR 4283 (Florida) the category 5 Hurricane Michael DR 4399 (2018), DR 4285 (North Carolina), and the 2021 DR 4630 Tornados (Kentucky). During her career with FEMA Public Assistance, Olivia worked at the grantee and sub-grantee levels. During the 2018 Category 5 Hurricane Michael response, Olivia managed 12 applicants and over $80 million in projects. She has also assisted in pursuing and securing approximately 15 million dollars in CDBG-DR funding for applicants to address Hurricane Michael's unmet needs.

EXPERTISE
- Legislative Liaison
- Congressional Liaison
- FEMA Policy
- HUD Policy
- Environmental Assessments

GRANTS
- CDBG-DR, CV, HRP, MIT
- FEMA MITIGATION
- HOUSING
- COVID 19
- ARPA/CARES

DISASTERS

- 2004/2005 Hurricanes
- Severe Storms and Flooding
- Tornadoes in Kentucky
- Tornadoes in Tennessee

- **EDUCATION**

- BS Political Science, University of West Florida

CREDENTIALS/CERTIFICATES/ TRAININGS
- All Relevant HUD and FEMA Courses Completed

RELEVANT EXPERIENCE/BACKGROUND

Participated in Dawson Springs Housing Authority, KY, for disaster recovery funding programs for all categories of projects. In the process of securing $15+M dollars in funding to rebuild their housing project.

As part of the Florida Division of Emergency Manage Public Assistance Team assisted in the management, reconciliation and final closeout of disaster recovery grants totaling $2.5B.

Participated on the Florida State University team in pursuing disaster recovery funding totaling $12M.

Participated in Mayfield Housing Authority for disaster recovery funding programs for all categories of projects. Helping them utilize their insurance to ensure that made a full recovery.

Participated in NorthStar Church, Panama City, Fl for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $5M.

Led the City of Springfield, Fla's disaster recovery efforts, resulting in more than$40 million in FEMA funding and $15M in HUD funding for unmet needs, and other funding. Now assisting in management of these funds to ensure full compliance and avoid negative audit findings and potential claw backs.

She served on the Bay County Long-term Recovery Planning team, resulting in the County's Strategic Plan for Recovery. This plan was the basis for over $400M in HUD, and other recovery funding.

Participated in the Bay County School District in Bay County Fl for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is nearly $100M.

Participated in the Boys and Girls Club of Bay County for disaster recovery funding programs for all categories of projects. She is now managing a direct appropriation of CDBG funds for $2M.

Participated in the City of Mayfield, KY, for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $40M.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Lauren Scott

Senior Vice President, Program Services

The Integrity Group

Experience Summary

Lauren Scott has over 13 years of experience in grant management and disaster recovery and the FEMA Public Assistance Program, working on 18 Federally Declared Disasters. During this time, Mrs. Scott has worked on over 70 disaster recovery grants valued at over $150 million, building relationships and rapport with 31 sub-grantees. Other Grant Management experience includes ARPA funding working with 5 Local Governments on 17 Grant Programs, three being specific to the Emergency Rental Assistance Program. Also, Non-Profit Sexual/Domestic Violence Center/Shelter, managing 13 grants, maintaining compliance, and providing deliverables. Mrs. Scott is a resolute worker, who enjoys working under pressure and doing what is needed to get a job done effectively and efficiently. Displays a positive personality with effective communication skills. Works well on a team, and independently.

EXPERTISE
- FEMA Policies
- Grants
- Contract Management
- Finance

GRANTS
- ERA Grants
- FEMA Grants
- COVID 19
- ARPA/CARES

DISASTERS
- Hurricane Michael
- Hurricane Sally
- Tornados in Kentucky
- Tornados in Tennessee

EDUCATION
- Advanced Grant Management Programs, State of Florida
- Investigative & Fraud Prevention Solutions

CREDENTIALS/CERTIFICATES/ TRAININGS
- All Relevant HUD and FEMA Courses Completed

RELEVANT EXPERIENCE/BACKGROUND

As part of the Florida Division of Emergency Management Public Assistance Team, assisted in the management, reconciliation and final closeout of disaster recovery grants totaling $2.4 billion.

Served as part of the Bay County Long-term Recovery Planning team which resulted in the County's Strategic Plan for Recovery. This plan was the basis for over $200 million in HUD, and other recovery funding.

Helped manage the Bay County School District disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $149 million.

Led efforts in the Calhoun County Fl. for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $2.5 million.

Served on a team that administered a total of $25 million in COVID-19 grant funding for various clients.

Participated in the Florida State University Disaster Recovery team in the pursuit of disaster recovery funding totaling $6 million.

Managed COVID-19 recovery grant projects totaling $9.8 million for the non-profit National Church Residences. Along with $7.3 million for Tallahassee Memorial Hospital.

Participated in Gulf Specimen Marine Laboratory for disaster recovery funding programs. Total funding, around $1 million.

Administered total grant funding in excess of $15 million for Hinds County, Mississippi with a focus on timely and accurate grant applicant services, full compliance, and maximum benefit.

Participated in multiple Florida Sheriff's Office disaster recovery funding grants. Total funding, which is now being managed, is over $1 million.

Coordinated COVID funding for Wakulla County, Florida. Project included establishment of web-based application system, full review and approval of grant requests and anti-fraud efforts. Program funding was more than $5 million.

In the aftermath of Cat 5 Hurricane Michael led recovery funding pursuit efforts for six Florida School Districts with total funding secured totaling more than $24 million.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Sheila McGraw

Senior Program Director

The Integrity Group

Experience Summary

Sheila has more than 25 years of experience working in grant management, operations, finance, auditing, and human resources. She has a proven track record in providing strategic guidance and support to clients, ensuring compliance with program regulations, and optimizing funding opportunities. She utilizes her exceptional analytical and problem-solving skills to assist organizations in navigating complex funding programs successfully.

EXPERTISE
- FEMA Policies
- Grants
- Data Analytics
- Finance

GRANTS
- ERA Grants
- FEMA Grants
- COVID 19
- ARPA/CARES
- HUD Grants

DISASTERS
- Hurricane Michael
- Hurricane Sally
- Tornados in Kentucky
- Tornados in Tennessee
- COVID-19

EDUCATION
- Business Administration-Accounting, Fort Lauderdale College of Tallahassee

CREDENTIALS/CERTIFICATES/ TRAININGS
- All Relevant HUD and FEMA Courses Completed

RELEVANT EXPERIENCE/BACKGROUND

Coordinated the pursuit and management of recovery grant projects totaling $9.8 million for the non-profit National Church Residences.

Provided complete disaster recovery services to Tallahassee Memorial HealthCare in the aftermath of the COVID-19 pandemic with funding projects totaling $7.3 million.

Assisted in grant administration of CDBG funds totaling $25 million for multiple clients.

Served on a team that administered a total of $25 million in COVID-19 grant funding for multiple applicants.

Participated in administering total grant funding in excess of $15 million for Hinds County, Mississippi with a focus on timely and accurate grant applicant services, full compliance, and maximum benefit to the community.

Participated in Jackson County Sheriff's Office for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $300 thousand.

In the aftermath of Cat 5, Hurricane Michael led recovery funding pursuit efforts for six Florida School Districts, with total funding secured totaling more than $24 million.

Assisted the Florida State University Disaster Recovery team in the pursuit of disaster recovery funding totaling $6 million.

Participated in the Bay County School District disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $149 million.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

John Czernis

Executive Vice President, Operations and Compliance

The Integrity Group

Experience Summary

Mr. John Czernis serves as Executive Vice President of Operations and Compliance, for the Integrity Group. He brings more than 46 years of public and private sector experience serving in positions of successively greater responsibility and leadership in state and local law enforcement, government compliance, and non-profit executive management. John has extensive experience in compliance and assurance services gained from his public and private sector work experience. He has firsthand experience in on-site and disaster recovery response, as well as administrative functions as a sworn member of the Florida Highway Patrol.

EXPERTISE
- Legislative Liaison
- Compliance Management
- FEMA Policy
- Auditing

GRANTS
- FEMA
- CDBG-DR, CV, HRP, MIT
- HOUSING
- COVID 19
- ARPA/CARES
- DOJ Law Enforcement Training and Technical Assistance

DISASTERS
- Hurricane Michael
- COVID 19
- Multiple Hurricanes and Public Disorder Incidents

EDUCATION
- M.P.A., Public Policy, Florida State University
- B.S., Criminal Justice, Rollins College, Winter Park, Florida
- A.S., Indian River Community College, Ft Pierce, Florida

CREDENTIALS/CERTIFICATES/ TRAININGS
- HUD and FEMA Courses Completed
- Criminal, Administrative and Internal Investigations Training
- Certified Assessor Training for Law Enforcement Accreditation

RELEVANT EXPERIENCE/BACKGROUND

The Integrity Group
John works closely with clients and Integrity Group staff to ensure compliance with relevant federal, state, and local codes and regulations during disaster recovery operations. He maintains current knowledge of grant implementation and reporting requirements to provide timely guidance regarding appropriate procedures to ensure audits free of substantial findings and prevent funding de-obligations.

State of Florida, Office of the Governor, Office of the Chief Inspector General
John served as the Chief Investigator in the Office of the Chief Inspector General (OCIG). In this position, he worked closely with the CIG to provide oversight and guidance to state agency inspectors general and to conduct investigations regarding waste, fraud, and abuse. John reviewed investigative reports submitted by other inspectors general to ensure compliance with the duties and responsibilities of various state agencies. John provided oversight of investigations regarding whistleblower complaints and complaints of sexual harassment or discrimination.

State of Florida, Division of Florida Highway Patrol
As the Director of the Florida Highway Patrol, John provided overall executive management and leadership of the agency. John began his career with the FHP as a Trooper. He promoted through the ranks from first line supervisor to executive management, ultimately serving as Colonel. At each level of service, he gained valuable experience with criminal and administrative investigations, policy management and accreditation, personnel evaluation development, training, budget management, and personnel management. His experience with compliance services included the complete rewrite and publication of the agency's policy and procedures manuals, participation in the research, development, and implementation of the agency's personnel evaluation program, obtaining and maintaining the agency's national accreditation, and participation in the reorganization of the department's office of inspector general. John was involved with the on-site response to natural and man-made disasters as well as managing the support functions involving recording and reporting the activities of personnel assigned to disasters. John was responsible for the agency's budget and personnel assignments during several hurricanes impacting the State.

Institute for Intergovernmental Research (I.I.R.)
John's service with the Institute for Intergovernmental Research involved researching and writing grant proposals for training and technical assistance. John managed one training grant from a small program to a multimillion-dollar funding opportunity. John also guided the company's review of law enforcement agency's patterns and practices on behalf of the DOJ. John assumed positions of greater responsibility, ultimately serving as president and CEO.

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David Gillespie, PMP

Lt Col, United States Air Force (Ret.)

Executive Vice President, The Integrity Group

President, Trustmark Enterprise

EXPERIENCE SUMMARY

David serves as the Executive Vice President for Program Development, and as a member of the executive leadership team, for **The Integrity Group**. He is also the founder and President for **Trustmark Enterprise**. He brings a combined 35+ years of professional leadership; executive stakeholder/community engagement; grant program & project design, implementation, and management; policy development; and training experience across multiple disciplines and communities of interest.

EXPERTISE
- Executive/team Leadership
- Client/Community Engagement
- Portfolio / Program / Project Management
- Grant Management

DISASTERS
- Hurricane Katrina response, Deputy Director of Intelligence, Air Mobility Command

EDUCATION
- M.S. Criminal Justice Studies, Florida State University (FSU)
- M.S. Business Administration, Boston University
- M.S., Military Operational Art/Science, Air University
- B.S., Political Science, FSU

CREDENTIALS/CERTIFICATES/TRAINNINGS
- Project Management Professional (15 yrs)
- Certified Scrum Master
- ITIL-4 Strategist & Foundation certified
- Amazon Web Services (AWS) Certified Cloud Practitioner
- FEMA Certificates
  - IS-1000: PA Program & Eligibility
  - IS-1001: PA Delivery Model
  - IS-1012: Direct Admin Costs
  - IS-1014: Integrating 406 Mitigation
  - IS-1016: Environmental & Historic Preservation
  - IS-1024: Water & Wastewater Treatment System Considerations
  - IS-322: Flood Mitigation
  - IS 393.b: Intro to Hazard Mitigation
  - IS 2900a: National Disaster Recovery Framework
  - IS-1300: Intro to Continuity of Ops
- CDBG-Disaster Recovery
  - Fraud Awareness, Detection, Referral

RELEVANT EXPERIENCE/BACKGROUND

Serves as both **Executive Vice President** of **The Integrity Group,** and **President** of **Trustmark Enterprise**. Provides programmatic oversight and leadership over multiple client engagements. An expert at stakeholder engagement and portfolio/program/project workflow process development & management, ensures client needs and requirements are met on-time and on-demand.

Executive Vice President of the **Florida Chamber Foundation**. David led the foundation in building strategic momentum to secure Florida's future through the management, execution, and advocacy of the Six Pillars Framework and 39 goals outlined in the *Florida 2030 Blueprint* – the emphatic roadmap on what Florida needs to do to continue its climb towards becoming a top 10 global economy by the year 2030 while preserving Florida's quality of life, brand, and reputation for the betterment of Florida's residents, visitors, and its 67 counties.

U.S. Air Force officer, Lt Col, (Ret.), served in a variety of executive, operational, and programmatic leadership capacities across the globe. Highlights include David deploying and serving in various leadership capacities in six major operational conflicts and/or campaigns including serving as a senior intelligence advisor deployed to Kabul, Afghanistan, where he was charged in part to advise the Commanding General of NATO's International Security Assistance Force, and international staff on threats to nation building and coalition forces.

Project designer/leader for a global event simultaneously occurring across three continents. Project was to design the concept, then scope, plan, monitor/control and execute an event that simultaneously observed nine separate Department of Defense operations centers (3500+ personnel) participate in real-time airborne surveillance and reconnaissance missions on three separate continents. Project produced an audit of findings, best practices, and recommendations for enhancing the operational process and efficiencies for a global enterprise, as well as compliance evaluation to standard operational procedures. Project awarded #1 lessons learned initiative for the U.S. Air Force.

Award-winning $1.3+ billion/8,300 personnel portfolio manager and advocate of national intelligence programs to executive Pentagon officials/offices and Congressional committees.

On behalf of **U.S. Department of Justice, Bureau of Justice Assistance,** provided direct operational leadership for a federal grant team of 60+ office-based and remote employees/contractors working cohesively to provide both *onsite and online* comprehensive re-skilling/up-skilling training opportunities for our nation's law enforcement community of interest.

10+ years of federal program/project/ grant management experience

Evaluator of a $3 billion U.S. Air Force intelligence portfolio; identified $100M in cost savings. Program Manager for $944 Million and 1400 personnel U.S. Air Force program

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Bradley Yates

Grant Management Specialist

The Integrity Group

Experience Summary

Bradley Yates is a Senior Project Specialist for The Integrity Group. Bradley has fourteen years of experience in the emergency management realm, focusing heavily on PA and recovery. He works with and alongside applicants in the PA program, which include state, local, tribal, and territorial (SLTT) officials, as well as private non-profit organizations, to ensure that their organization successfully navigates the reimbursement process. A major aspect of his services have been in two major residential homing improvement programs in Florida-the My Safe Florida Home Program and the Florida Weatherization Assistance Program. Bradley is also a State of Florida certified firefighter and emergency medical technician, currently employed in one of Florida's mid-sized cities. He is an Urban Search & Rescue Technician and has deployed several times within the State of Florida, including the Champlain Building Collapse and Hurricane Ian. He holds various specialized certifications within the US&R system, such as planning manager, logistics manager, water rescue specialist, and task force leader. He is also a hazardous material technician, live fire training instructor, and Part 107 certified unmanned aerial systems pilot.

EXPERTISE
- FEMA Policies
- Grants
- Licensed Drone Pilot

GRANTS
- ESSER
- HUD
- COVID 19
- ARPA/CARES

DISASTERS

- Hurricane Michael
- COVID 19
- Tornados in Kentucky
- Tornados in Tennessee

EDUCATION

- B.S., Emergency Management & Fire Service Management, University of Florida
- A.A., General Education, Tallahassee Community College
- Florida State Firefighter Certification, Tallahassee Community College
- Florida State Emergency Medical Technician, North Florida Community College

CREDENTIALS/CERTIFICATES/ TRAININGS

- All Relevant HUD and FEMA Courses Completed

RELEVANT EXPERIENCE/BACKGROUND

Assisted in the coordinated a team of 60 certified home inspectors, participating in the My Safe Florida Home and Florida Weatherization Programs in the Northeast Region of Florida that completed more than 40,000 inspections. This work included pre-and post-inspectors of work done to enhance the energy efficiency of homes as well as wind mitigation inspections. Utilized an automated case assignment and tracking system to ensure compliance will all guidelines.

As part of the Florida Division of Emergency Management Public Assistance Team assisted in the management, reconciliation and final closeout of disaster recovery grants totaling $2.4 billion.

Served on a team that administered a total of $75million in COVID-19 grant funding for 4 non-profit organizations.

Served as a facilitator, evaluator, and controller in numerous emergency management and public safety training exercises, both tabletop and full-scale—these include MCI events, active shooter drills, HazMat response training, and hurricane preparedness, response, and recovery instruction. In this role he assisted with preparation meeting, logistics and support during events, evaluating the operations of responding personnel, participating in the hotwash and feedback, and assisting with the development of the after-action report.

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Robert Stinebaugh

Senior Program Director

The Integrity Group

Experience Summary

Bob has over 14 years of leadership and technical consulting experience in the area of disaster recovery with FHWA and the FEMA Public Assistance Program, working on no less than 12 Federally Declared Disasters. During this time, he has worked on over thousands of disaster recovery grants valued at close to a billion dollars. Prior to becoming a professional recovery consultant, Bob worked for the Florida Division of Emergency Management (FDEM), Bureau of Recovery, for exactly 3 years, and FEMA for 2 years. He has served in all professional capacities, including Public Assistance Coordinator, Team Lead, and Regional Lead. His experience is in all phases of disaster recovery, including Damage Assessments; Project Development; Grant Management & Reporting; Payment processing; Final Reconciliation; and project, account and disaster closeouts. He is highly respected by all clients for his technical knowledge, outstanding customer service and responsiveness to meet the needs of state and local applicants.

EXPERTISE
- FEMA Mitigation
- Hazard Mitigation
- FEMA/HUD Policy
- Grant Management
- PDA'S

GRANTS
- CDBG
- COVID 19
- ARPA/CARES
- DR-HUD

DISASTERS

- Hurricane Michael
- Severe Storms and Flooding
- Hurricane Frances
- Hurricane Wilma
- Tornado in Tennessee

- **EDUCATION**

- 72 Hours Leadership/management with CCAF

CREDENTIALS/CERTIFICATES/ TRAININGS
- Public Adjuster 6-20 All Lines
- Road and Bridge Maintenance
- All Relevant FEMA and HUD CDBG-DR Certificate Courses:
- CDBG-DR Consolidated Notice Guidebook--Understanding the Consolidated Notice Guide
- CDBG-DR Key Concepts
- CDBG-DR Overview
- Overview of Allocation Announcement Notice (AAN) & the Consolidated

RELEVANT EXPERIENCE/BACKGROUND

Participated in City of Dresden, TN for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $5 million. Worked with City of Dresden, TN to pursue and manage a total of millions in CDBG-DR funding for unmet needs.

Participated in First Christian Church of Mayfield KY for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $2.5 million. Worked with First Christian Church of Mayfield KY to pursue and manage a total of millions in CDBG-DR funding for unmet needs.

Participated in Catalyst Church, Mayfield Ky for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $2.5 million. Worked with Catalyst Church, Mayfield Ky to pursue and manage a total of millions in CDBG-DR funding for unmet needs.

Participated in Mayfield First Methodist Church for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $4 million. Worked with Mayfield First Methodist Church to pursue and manage a total of millions in CDBG-DR funding for unmet needs.

Participated in First Presbyterian Church Mayfield KY for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $5.7 million. Worked with First Presbyterian Church Mayfield KY to pursue and manage a total of millions in CDBG-DR funding for unmet needs.

As part of the Florida Division of Emergency Manage Public Assistance Team assisted in the management, reconciliation and final closeout of disaster recovery grants totaling $2.4 billion.

Participated in Holmes County for disaster recovery funding programs for all categories of projects. Total funding, which is now being managed, is over $35 million. Worked with Holmes County to pursue and manage a total of millions in CDBG-DR funding for unmet needs. .

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Christopher Scarlett PCA, CPAU

Damage Expert and Loss Consultant

Executive Leadership Team,
Environmental Testing and Assessment LLC

ETA ENVIRONMENTAL TESTING & ASSESSMENT

EXPERIENCE SUMMARY

Chris serves as as a member of the executive leadership team, for **ETA**. He has over 30 years experience in construction cost analysis, property damage assessment, restoration valuation, and loss consulting. He holds multiple related certifications as well as being a licensed public adjuster for the past 16 years. He has led multiple adjusting and assessment teams for both public and private clients with essentially every type of structure and property.

Areas of Experience

- Property Damage Assessment
- Insurance Claim Adjusting
- Construction Cost Estimation
- Rehabilitation / Restoration Cost Estimation & Project Management
- Xactimate, Marshall Swift, RS Means & Other Value Models
- Property Damage Valuations
- ACV vs RCV Valuations
- Business Interruption Losses
- Building Damage Forensics
- Wind / Flood Delineation
- National Flood Insurance Program Adjuster Training (FEMA)
- Thermography & Moisture Detection Diagnostics
- Negotiations, Mediations
- Alternative Dispute Resolution
- Litigation Support & Expert Witness
- FEMA PA, CDBG-DR, HUD, SBA & Various Other Programs

CREDENTIALS/CERTIFICATES/ TRAININGS

- Multistate Licensed All Lines Public Adjuster
- Certified Insurance Loss Appraiser & Umpire
- IICRC Fire, Water, & Applied Structural Drying
- Certified Infrared Thermographer
- Certified Educational Trainer in Insurance & Risk Management
- Senior Professional Public Adjuster
- Certified Commercial Property Inspector
- uAUS Drone Pilot & Operator
- FEMA Public Assistance
- FEMA Advanced Risk Manager
- Xactimate I-III Mastery

RELEVANT EXPERIENCE/BACKGROUND

Serves on the **Executive Leadership Team** for **Environmental Testing and Assessment LLC (ETA).** Is a senior consultant for property damage evaluation and assessment, building forensics, and damage cost estimation. He also serves as an insurance claim consultant and is a subject matter expert for building damages and restoration. He continues to develop damage investigation, assessment, and estimation methodologies using some of the most innovative and advanced technologies available. He leads the public entity damage assessment team and serves as the lead loss consultant and claim advisor for ETA. He is regularly called upon to serve as an educator, speaker, and contributor at industry events.

Co-Founder of Phoenix Claims Consulting. Chris served as the Senior Firm Adjuster as designated by the FL DFS and was responsible for settlements and disbursements of more than $200M in insurance claim funding for damaged property. He developed the company's claims process and operation strategies. He served as the training department leader while still being the primary adjuster and loss consultant for complex large-loss claims and property damages. He served as an advocate in mediations, as an insurance loss appraiser and umpire in insurance claim arbitrations, and as a legal expert for both property damages and insurance claims. He led the damage assessment teams for all public entity clients in numerous states and U.S. territories and served as the lead advisor to multiple disaster recovery operations developing and auditing hundreds (700+) of project worksheets representing $1B+ in funding.

Senior Adjuster and Operations Manager of Five Star Claims Adjusting. He managed a claim system with over 9,000 total claim files during his tenure. He was responsible for the recruitment of new adjusters and led a team of over 130 licensed adjusters plus support staff. He oversaw all facets of the company's claim operations including developing the marketing program, the training program, and standard claim practices, and was responsible for settlements and disbursements of more than $150M serving various roles at the company. He taught the use of Xactimate loss estimating software, various negotiation techniques, claims management, and damage assessment and estimation. He served as an educator for many industry and network partners.

Mortgage Broker and Construction Finance Specialist. Chris worked for multiple lending institutions and private funding groups. He specialized in mezzanine and rehabilitation financing for residential and commercial properties. He created the project management outlines, the project cost models, and the loan programs for both new construction and restoration financing. He obtained private and other forms of nontraditional financing as well as conventional and non-conforming institutional loans for clients. He served as the lead broker on numerous large, $1-5M projects and transactions up to $10M. He was responsible for funding loans totaling over $100M as a construction specialist.

Construction Tradesman and Project Manager. He worked in multiple trades in both residential and commercial construction. He excelled in project management and efficiency leading to leadership roles for numerous construction projects.

General Education Received a **Bachelors of Science in Finance and Business Administration** from **Tennessee Technological Univ**

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Amanda Cox

General Counsel

The Integrity Group

Experience Summary

Amanda serves as a Senior Consultant and Recovery Attorney for The Integrity Group's State and Local Government Practice (SLG). She has more than 8 years of experience working directly with State and local governments, in planning, grant management and auditing services related to Federal funding. She has extensive experience in auditing and compliance of Federally funded grants. Her expertise includes monitoring and complying with funding subject to the Davis-Bacon Act and Fair Labor Standards Act as well as compliance with 2CFR and 24 CFR regulations. This includes reviewing clients' procurements, policies and procedures, and project management practices to ensure full compliance. Amanda has also developed several FEMA appeals for clients and is extremely knowledgeable in that complex process.

EXPERTISE
- Knowledge of Fl Law
- Compliance Management
- Auditing
- FEMA/HUD Policies

GRANTS
- ESSER
- HUD
- COVID 19
- ARPA/CARES

DISASTERS
- Hurricane Michael
- COVID 19
- Tornados in Kentucky
- Tornados in Tennessee

EDUCATION
- J.D. Stetson University College of Law
- B.A Criminology, University of Florida
- B.A, Psychology, University of Florida

CREDENTIALS/CERTIFICATES/ TRAININGS
- All Relevant HUD and FEMA Courses Completed

RELEVANT EXPERIENCE/BACKGROUND

As part of the Florida Division of Emergency Management Public Assistance Team assisted in the management, reconciliation and closeout of disaster recovery grants totaling $2.4 billion.

Working with Florida's Hernando County School District, Amanda monitored compliance for federally funded ESSER grants. In this role, Amanda provided guidance on general compliance to the contractor's hired to perform school construction projects to assure the client remained compliant with the Davis-Bacon Wage and Fair Labor Standards Act. She also worked with the Florida Department of Education who was administering the funds to ensure compliance on the local level for the School District.

Working with Florida's Gadsden County, Amanda assisted in the management of grants totaling $35 million, including those funded by HUD and the American Rescue Plan Act (ARPA). Amanda helped draft and administer grant programs that provided direct funds to County residents who were negatively economically affected by the COVID-19 pandemic, as well as a separate grants program for small businesses that negatively economically affected by COVID-19. She assisted and managed a team in processing hundreds of both resident and business applications.

While working with several local government entities and the State of Florida, Amanda, in various roles as a top senior staff, has frequently prepared briefing papers and presentation material, facilitated, and presented at large public meetings that included high ranking elected, appointed officials, staff, stakeholders, media, and citizens related to the CDBG-DR and FEMA Public Assistance Programs. An accomplished grant writer and skilled grant manager, Amanda has been successful in securing and managing millions of dollars in federal and state grant dollars for local government projects such as wastewater facility improvements, park and facilities improvements, sidewalks, bike trails, boat ramps, shelter plans, and disaster risk analysis. Amanda has extensive experience ensuring that grant programs are supported with the appropriate policies to ensure compliance with federal, state, and local laws.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Glenda Ostrander

Senior Auditor

The Integrity Group

EXPERIENCE SUMMARY

Glenda has extensive experience working in state and local governments in auditing, investigating and examining policies and procedures for federal, state and local programs. She is skilled in conducting various types of audits and examinations that includes operational audits to determine efficiency and effectiveness of various programs, financial audits to determine correct reporting of financial information to various oversight bodies, and compliance audits that focus on specifics in internal controls and specific program requirements. She is a Certified Internal Auditor with varied experience in conducting different types of audits and fraud investigations.

EDUCATION

- B.S., Accounting, Florida A&M University

CREDENTIALS/CERTIFICATES/ TRAININGS

- Certified Internal Auditor (CIA) – 2002
- Certified Fraud Examiner (CFE) – 1990
- Certified Government Auditing Professional (CGAP) – 2002
- Certified Government Financial Manager (CGFM) – 1996
- Certification in Risk Management Assurance (CRMA) – 2012
- All Relevant HUD and FEMA Courses Completed

RELEVANT EXPERIENCE/BACKGROUND

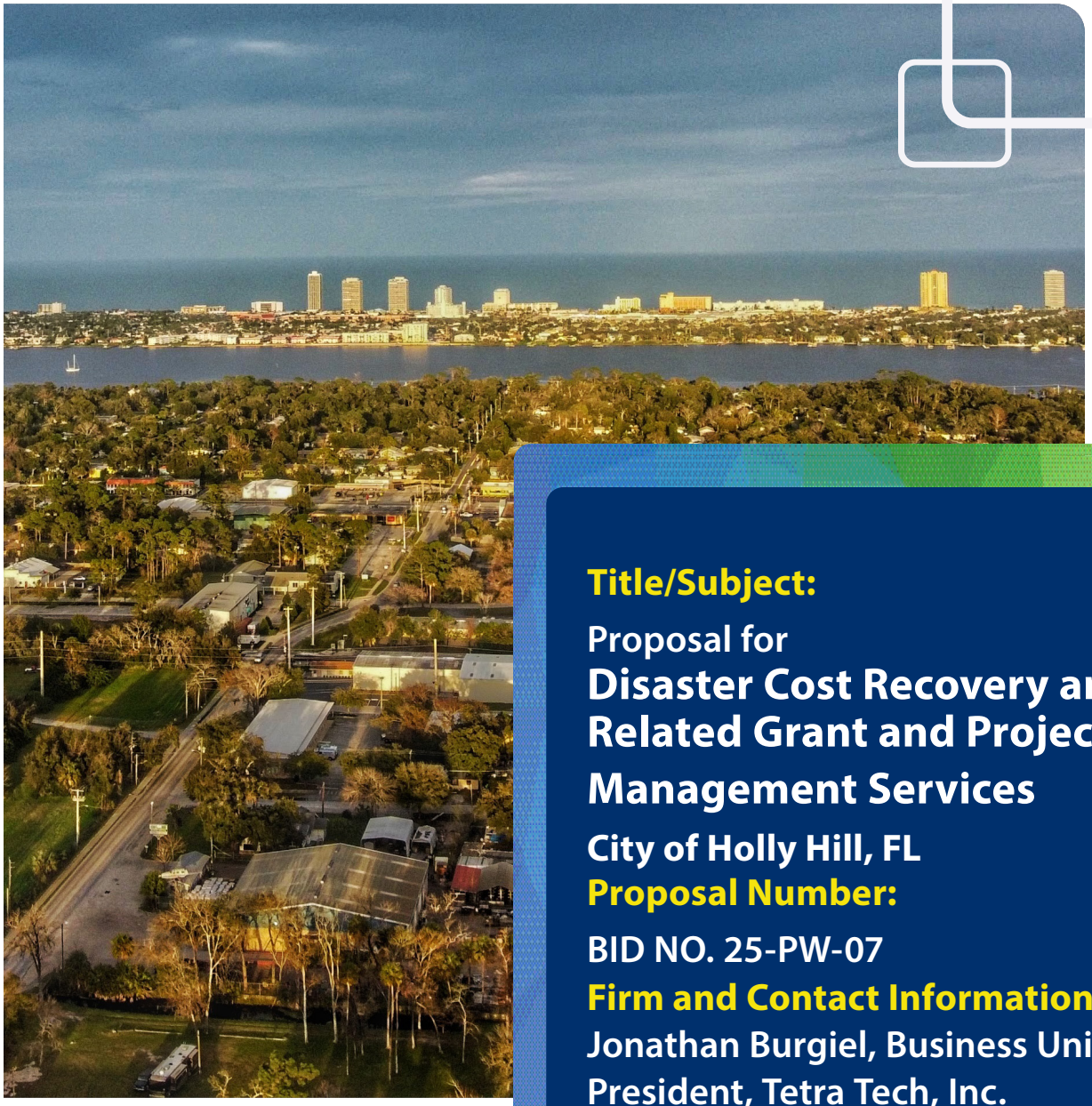
Working with the Florida Department of Education, Glenda audited various aspects of the federally funded Child Nutrition Program and the Summer Food Program that included reviewing eligibility for participation in the programs and attendant details for reported students and program expenditures for compliance and accuracy. She also conducted audits of reported full-time equivalent (FTE) students in school districts throughout Florida in accordance with regulations of the Florida Education Finance Program. This included reviewing for eligibility in meeting program requirements and analyzing the appropriate placement of students and reporting requirements

Working with Leon County School District, Glenda conducted financial and compliance audits of district schools for the funds derived from student activities in accordance with the Florida Department of Education's manual for specific accounting directives and district policies and procedures. Additionally, she conducted special audits of reported FTE, operations to determine recommendations for improvements and fraud.

While working with Gwinnett County Public Schools, the largest school district in Georgia, Glenda was responsible for administering a broad, comprehensive program of internal auditing that covered financial audits of district schools in accordance with Georgia Department of Education accounting directives, reviews of reported FTE. Additionally, Glenda performed reviews of inventories of reported district assets for accuracy and appropriate internal controls for safeguarding district assets. She also conducted special operational audits to identify areas for improvements and special fraud investigations for misappropriation of funds and unauthorized use of assets.

Attachment: Exhibit B - The Integrity Group Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

TETRA TECH



Title/Subject:

Proposal for

Disaster Cost Recovery and Related Grant and Project Management Services

City of Holly Hill, FL

Proposal Number:

BID NO. 25-PW-07

Firm and Contact Information:

Jonathan Burgiel, Business Unit President, Tetra Tech, Inc.
2301 Lucien Way, Ste. 120
Maitland, FL 32751
(407) 803-2551

Leading with Science®

Electronic | November 26, 2024

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

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Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tab I – Management Summary

City of Holly Hill
ATTN: Joseph A. Forte, City Manager
1065 Ridgewood Avenue
Holly Hill, FL 32117

November 22, 2024

Subject: **Disaster Cost Recovery and Related Grant and Project Management Services (BID NO. 25-PW-07)**

Dear Mr. Forte and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to the City of Holly Hill's (City) request for proposals for Disaster Cost Recovery and Related Grant and Project Management Services. Our team of grant and financial management, compliance, emergency management, and disaster recovery experts offer a unique integration of financial management, disaster program administration, and grant compliance services, providing end-to-end solutions for the City.

Tetra Tech caters to all facets of disaster recovery.

Tetra Tech, Inc. (Tetra Tech) works with state and local governments to navigate federal grant-funded disaster recovery programs and is committed to advocating for and providing the best service to our clients.

Tetra Tech is a publicly traded global consulting and engineering firm. With 30,000 associates in more than 550 offices in more than 120 countries on 7 continents, Tetra Tech has the resources of a multi-billion-dollar company and can move at the speed of a 20-person office. Our emergency management and disaster recovery division, Tetra Tech Disaster Recovery, is based in Florida with over 400 full time personnel and is led by our Business Unit President, Jonathan Burgiel.

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, Tetra Tech offers a field-tested and proven methodology for emergency readiness, disaster response, and long-term recovery. Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations. Tetra Tech is proposing to support the City of Holly Hill's disaster recovery needs as a trusted advisor. We will bring our comprehensive services, proven technologies, standard operating procedures (SOPs), and industry-expert personnel to represent and advise the City.

Overview of Experience and Approach

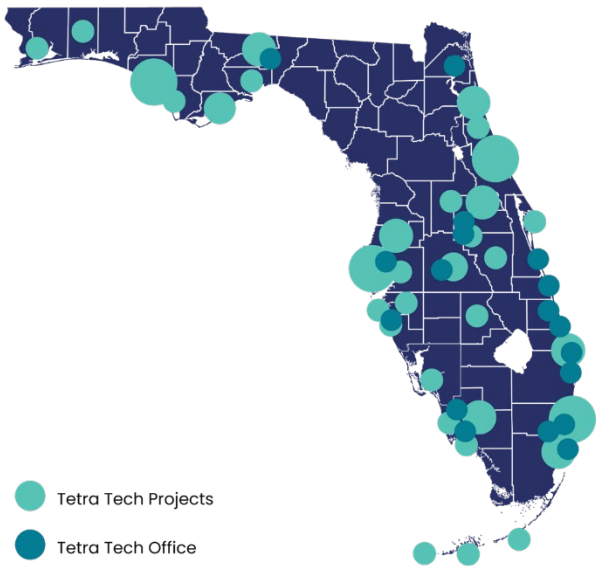
We will leverage our national expertise in the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program along with our industry-leading knowledge of other federal grant programs to include the FEMA Hazard Mitigation Assistance Program, the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) program, the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program, and other disaster recovery programs garnered from **more than 1,000 engagements with state and local jurisdictions over the last 25 years.** We feel strongly that Tetra Tech is the firm of choice for this engagement for the following reasons:

- **No Learning Curve.** For this engagement, Tetra Tech will dedicate local staff that have strong knowledge of City infrastructure and operations. The City will be supported by a team of national experts in state and federal grant management including **Allison McLeary, an attorney and the former Recovery Bureau Chief for the Florida Department of Emergency Management (FDEM),** who brings senior-level experience in implementing programs in coordination with state and federal agencies. Tetra Tech has a total of 22 offices and more than 1,000 employees within the State of Florida that are available for additional support as needed. All work on this engagement for the City will be coordinated through our Maitland, FL office, which serves as the firm's national headquarters for

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

emergency management. **While our in-office staff tend to hold typical business hours, our team will be available to the City 24 hours a day, 7 days a week as necessary.**

- **National Best Practices with a Local Focus.** Tetra Tech is the nation's leading provider of post-disaster grant management, disaster debris monitoring, and engineering services. We have more than **$51 billion** of experience in post-disaster grant application, administration, program management, and project delivery. We have assisted clients in response to every major disaster occurring in the United States in the last 25 years. As a result, we are experts in FEMA reimbursement and methods for maximizing disaster grant funding. Tetra Tech's staff of disaster recovery experts have assisted communities after disasters with issues such as reimbursement costs, long-term community recovery planning, and hazard mitigation program implementation. We offer best-in-class, integrated disaster recovery services to meet the City's needs for current and future disasters.



- **Unmatched Disaster Recovery Experience Throughout the State of Florida.** Tetra Tech has the local staffing resources, key relationships, and direct experience with the City to successfully complete the requested federal grant services. Our strengths in these areas translate into end-to-end support for all aspects of complex grant programs.
- **Program Designed to Maximize Speed, Mitigate Risk, and Ensure Compliance.** Tetra Tech has a proven methodology for assisting clients after disasters that integrates proprietary technology and our standard operating procedures (SOPs) to reduce costs and expedite programs. Our commitment to the City is to deliver high-quality, audit-ready files, which allows the City to receive reimbursement of funds faster and protect from clawback of funds. Our team has progressively improved this approach when performing similar services for the City of Philadelphia, Pennsylvania; the City of Houston, Texas; Harris County, Texas; Palm Beach County, Florida; Richland County, South Carolina; and more.
- **One Firm, Countless Services.** Tetra Tech offers the City broad capabilities in a variety of areas that are critical before and after a disaster. Our team is unique in that we are one of the leading infrastructure engineering firms in the United States along with one of the largest emergency management and grant management consultancies. As a result, our grants management team has immediate access to leading experts in civil infrastructure design including transportation, utility, storm water, and marine infrastructure. Tetra Tech's one-stop, full-service capability translates to less cost, time, and effort for the City.

Contact Information

Tetra Tech would be honored to serve as the City of Holly Hill's trusted partner and is fully prepared to provide the expert-level support the City seeks. For questions regarding this response, please contact the representatives listed below. I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Technical Representative: *Ms. Christina Hendrick*
2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: 832-251-6054 | Fax: 321-441-8501
Christina.Hendrick@tetratech.com

Contractual Representative: *Ms. Betty Kamara*
2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: 407-803-2551| Fax: 321-441-8501
TDR.contracts@tetratech.com

Sincerely,
Tetra Tech, Inc.

Jonathan Burgiel, Business Unit President – Tetra Tech Disaster Recovery

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

CERTIFICATE OF CORPORATE RESOLUTION
TETRA TECH, INC.

To: City of Holly Hill

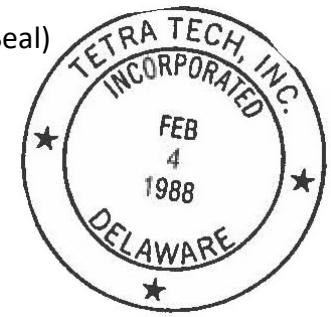
I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Jonathan Burgiel, Business Unit President within the Company's United States Infrastructure Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, for and on behalf of the Company, to sign a proposal in response to the City of Holly Hill's RFP for Disaster Cost Recovery and Related Grant and Project Management Services. Further, Mr. Burgiel is authorized and empowered to sign any resulting contract and is authorized to bind the Company.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 22nd day of November 2024.

Preston Hopson
Senior Vice President, General Counsel and Secretary

(Seal)



Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tab II – Corporate Experience and Capacity

Overview of the Firm

Tetra Tech is a **global company with local roots,** pledging unparalleled resources and expertise to support the City through any complexity we encounter in the FEMA Program Public Assistance (FEMA PA) Grant Management process.

We are a force multiplier for the City of Holly Hill, offering the resources of a $5 billion company moving at the speed of a 20-person office. Though we specialize in disaster response and recovery, our skillset doesn't end there. Tetra Tech maintains a comprehensive bench of staff with expertise ranging from infrastructure engineering to civil engineering and has demonstrated stability, reliability, and innovation throughout our 58 years in business in support of communities in Florida and across the Nation.

$5B Annual Revenue	**Nearly 50** Years Working in Florida
30k Employees Worldwide	**58** Years in Business



Our history, structure, and years in business are elaborated in the following pages. We've presented a comprehensive portrait of the Tetra Tech team, designed to be a perfect match to provide disaster grants management support to the City of Holly Hill with a blend of **transparency** in operations, **transformational** innovation, and **togetherness** in partnerships.

- ✓ **BRIEF HISTORY:** Tetra Tech was founded as an environmental and engineering firm in 1966. We expanded our areas of expertise throughout the 1980s and 90s, and began our disaster response and recovery practice following Hurricane Gabrielle in 2001. Over the last 20 years, we've honed expertise in a wide range of disciplines within the disaster space.
- ✓ **CORPORATE STRUCTURE:** We are a publicly traded company, incorporated in Delaware, that is operationally split into 2 functional groups: the government services group, and commercial/international group. Our disaster recovery unit sits within our government services group, within the United States infrastructure division. We've brought on an excellent team of small business partners who are also introduced in this section.
- ✓ **YEARS IN BUSINESS:** Tetra Tech has been in business for 58 years. For **25+ years,** we have been at the forefront of the disaster response and recovery industry providing the full spectrum of disaster recovery services.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Management Capacity

While Tetra Tech is an organization of over 30,000 employees with the capability to mobilize for numerous communities, we are very careful not to overextend our staff and resource capability to ensure that we can successfully meet our clients' expectations. Upon careful consideration of these contractual obligations and the capacity of our logistics, equipment, staffing, and ability to mobilize across Florida, we certify that the City of Holly Hill will receive our full commitment to ensure this contract's success at all times. Moreover, we are intentionally assessing future engagements in the area to ensure that we can successfully respond and deliver with dedicated attention once awarded the work. As elaborated throughout this proposal, we have the existing staff, systems, and policies needed to rapidly and effectively respond to the City's needs.

We have successfully accomplished large-scale, rapid deployment before, and are prepared to do it again. In 2017, Tetra Tech successfully deployed more than 6,000 field staff throughout the country to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California.

Due to the nature and deep pool of resources of our firm, we are able to scale to meet the City's need regardless of size or scope of work. As demonstrated by our prior success in multiple simultaneous activations across the country, Tetra Tech's size, depth, and breadth of resources have consistently proven to be an asset for our clients.

Acquisitions

We began as Beck Disaster Recovery (BDR) in 2000, which was a subsidiary of R.W. Beck (originally founded in 1942). Beck Disaster Recovery was acquired by SAIC in 2009. In 2012, SAIC split into two companies, with the BDR Division being absorbed by Leidos. In 2014, the BDR Division of Leidos was acquired by Tetra Tech.

Administrative Information

Dun and Bradstreet Number

045224250

Licenses

Tetra Tech has provided copies of our Certificate of Good Standing for the State of Florida and our SunBiz Certification in Tab V.

Primary Office Location

2301 Lucien Way, Ste. 120
Maitland, FL 32751

Ownership Information

Publicly traded corporation; no owners holding more than 10%

Equipment

Tetra Tech maintains all equipment necessary for our teams to provide clients with their requested services. A list of equipment typically used and maintained by our team for disaster recovery management consulting projects is below:

- Field collection devices for use in site inspections (phones and tablets)
- Software packages
  - Matterport
  - Fusion
- Safety gear
- Drones
- Cameras
- Computers
- Printers
- Banker boxes
- Measuring wheels
- Measuring Lasers
- Measuring tapes
- Compasses
- Licenses for RSMeans and Exitimate cost estimation software platforms
- General office supplies

Disaster Recovery Warehouse

In addition to the equipment listed above, Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. ***Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice***. The table below lists available equipment and facilities readily available upon activation.

Resource List

Resource	Quantity Available
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	35,000
ADMS Ticket Stubs	1,800,000
Haul Out Ticket Stubs	300,000
Placards	5,500
Kits	
Project Manager Kits (1 Per 100 Monitors)	100
Project Coordinator Kits (1 Per 100 Monitors)	100
Human Resources Kits (1 Per 100 Monitors)	60
Collection Monitor Kits (1 Per 25 Monitors)	225
Disposal Monitor Kits (1 Kit Per Disposal Site)	165
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	140
Equipment**	
Laptops	700
Mifi (Mobile Wiireless)	90
High Speed Scanners	70
Printers	145
Mobile Command Office	2
Fuel Trucks	To Be Obtained from Pre-Contracted Vendor
Modular Work Locations	To Be Obtained from Pre-Contracted Vendor
Generators	To Be Obtained from Pre-Contracted Vendor
Portable Facilities	To Be Obtained from Pre-Contracted Vendor

**All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability to supplement as required*

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

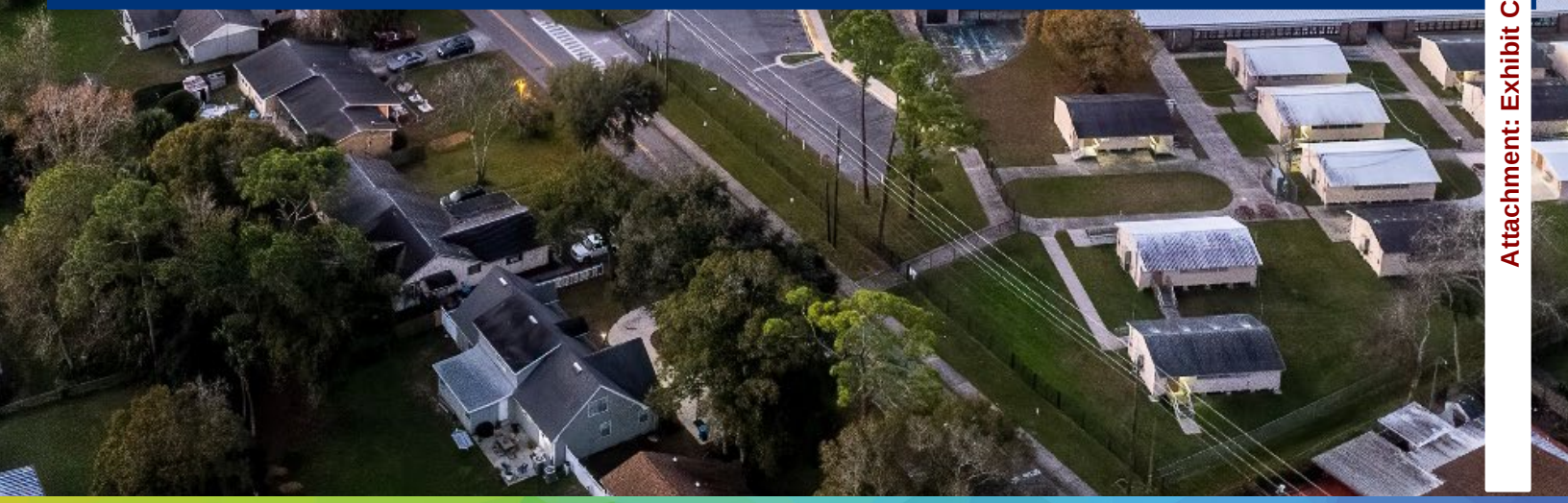
*** ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*

Spotlight On: Direct Experience with the City of Holly Hill

FEMA Public Assistance Support for Hurricane Ian

Tetra Tech supported the City immediately, monitoring the removal of over 77,000 cubic yards of debris, as well as 194 hazardous limbs and trees. The City turned to the Tetra Tech for support with FEMA Public Assistance (PA) operational planning, damage intake, and technical assistance. Tetra Tech organized a team who ended up reviewing 459 labor records. They coordinated and supported site inspections.

Throughout the course of the work with the City, the team completed eight permanent projects. They requested an alternate project for Ross Point Pier Park for $1.8 million. The team also prepared a benefit-cost analysis (BCA) for a hazard mitigation project of $80,000.



Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Proposed Team of Staff

Tetra Tech brings together a deeply qualified team whose expertise has been sharpened through our response to many of the largest and most complex disasters in recent U.S. history. Our team has in-depth knowledge of multiple funding programs, including Federal Emergency Management Agency (FEMA) Public Assistance (PA) and Individual Assistance Programs, FEMA Hazard Mitigation Grant Program, U.S. Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG), U.S. Department of Agriculture Natural Resources Conservation Service, National Environmental Protection Agency, Office of Inspector General, U.S. Treasury COVID-19 appropriation, and more.

Tetra Tech has drawn from our large pool of resources to assemble a team of experienced grant management, economic development, environmental, construction management, and infrastructure specialists who possess hands-on experience in recent disasters and emergencies, as well as prevention, mitigation, preparedness, response, and recovery programs. Many of the selected staff are Florida-based individuals that the City already knows and trusts. Our confidence in our ability to respond to the City is built upon five principal resource areas:



Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Summary of Proposed Staff

Below is a summary of the key staff that will support the City's proposed project. Detailed résumés are attached at the end of this section. **Our project manager, Alex Torrent, and our project staff will be 100% dedicated to the City as necessary based on their roles and the evolving needs of the City. Our team strives to provide the right staffing at the right time, while being mindful of relevant budgets and requirements.**

Personnel	Biography and Experience
Senior Management Team	
Jonathan Burgiel Principal In Charge **35+ Years of Experience**	Mr. Burgiel is Tetra Tech's Disaster Recovery Business Unit President with 35 years of disaster recovery and program management experience, including oversight for complex disaster housing, infrastructure, and economic development programs following some of the costliest disasters in the Nation's history including Super Storm Sandy, Hurricane Ian, Hurricane Katrina, Hurricane Harvey, Hurricane Maria, California Wildfires, and the economic crisis after the COVID-19 pandemic. He served as Principal in Charge and Program Director of hundreds of federally funded disaster recovery programs through FEMA, HUD, FHWA, NRCS, and the U.S. Treasury. He has worked with small and large communities throughout the U.S. and territories where he leads our team that consistently exceeds our client's expectations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters while providing the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.
Chuck McLendon Senior Management Team **32+ Years of Experience**	Mr. McLendon is a **resident of Volusia County** and has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 30 years. Mr. McLendon has a strong working knowledge of Volusia County including its geography, county-maintained facilities, and senior County staff. His background in infrastructure and solid and hazardous waste management has led him to become one of the leading experts in the country in post-disaster recovery operations. Mr. McLendon **served as Principal in Charge to the City of New Smyrna Beach and Volusia County for debris monitoring services following Hurricanes Ian and Nicole.** He has routinely assembled large teams to support major infrastructure and emergency response efforts. He has served as Principal in Charge for upwards of 30 major disaster activations.
Allison McLeary, Esq. Senior Management Team **20+ Years of Experience**	Ms. McLeary, Esq., will apply her program administration and policy expertise to facilitate procedural and data compliance with FEMA requirements. Ms. McLeary is an attorney and experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. As the **former Recovery Bureau Chief of the Florida Division of Emergency Management (FDEM)** and Recovery Legal Counsel for Louisiana's Governor's Office of Homeland Security and Emergency Preparedness, she offers senior-level experience administering grant programming in coordination with federal, state, and local agencies. During her tenure with Tetra Tech, she has worked on several high-profile projects, including the FDEM Water and Infrastructure Response and Recovery project, where Ms. McLeary served as senior project manager and FDEM liaison. The project involved the assessment of 48 water and wastewater facilities and 323 wastewater lift stations throughout Lee County. Ms. McLeary will ensure efficient execution, compliance with regulations, and effective communication among stakeholders to mitigate the impact of disasters and expedite recovery efforts. Ms. McLeary will also provide specialized knowledge and guidance in navigating FEMA PA cost recovery projects to maximize eligible reimbursements for disaster-related expenses.
Project Team	
Alex Torrent Project Manager	Ms. Torrent has 20 years of experience in various accounting and management positions. Over the years, she has proven the ability to implement effective policies and procedures, enhance productivity, and increase efficiency. She is an expert in budget management, negotiations,

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

20+ Years of Experience	forecasting, reporting, analysis, and customer service. Additionally, Ms. Torrent has excellent analytical and quantitative abilities and has a record of growing revenues while reducing costs.
Andy Burns Senior Grant Manager **6+ Years of Experience**	Mr. Burns is an experienced grants manager with more than 6 years of expertise in supporting clients with the FEMA PA Program. Mr. Burns assists clients with damage assessment, project worksheet (PW) development, long-term recovery planning, and overall program management. Mr. Burns is skilled at project formulation, data collection and dissemination, grant compliance, procurement and contract review, application development, project monitoring, audit support, and closeout procedures. **Recently, he served as the Project Manager for Volusia County where he was responsible for overseeing the technical assistance support for site inspections of coastal assets damaged by Hurricanes Ian and Nicole.**
Jake Oldenburger, PE, CFM, ENV SP Senior Engineer **12+ Years of Experience**	Mr. Oldenburger has over 12 years of experience in civil engineering, stormwater management, land development, and construction. His project experience has focused on projects in throughout the tri-state area, as well as Texas and Florida. He has effectively overseen the performance and preparation of detailed engineering designs for permitting and construction. As a project manager Mr. Oldenburger has developed a reputation of being extremely versatile in executing a wide range of complex projects. His expertise lies in flood resiliency design and feasibility studies, hydraulic analyses and calculations, stormwater management reports, flood studies, soil erosion and sediment control designs and reports, site grading and earthwork analyses, survey, construction coordination and inspections. Over the past few years, he has specialized in resiliency and flood mitigation planning in response to hurricanes in Florida, New York, and Texas.
Alex Garde, P.E. Site Inspection Lead **10+ Years of Experience**	Mr. Garde is a licensed Professional Engineer with over ten years of experience in structural and civil engineering. He has experience in a wide variety of projects, including disaster recovery and international projects. Mr. Garde has extensive experience providing damage assessments, cost estimates, identifying mitigation solutions, and overall understanding of infrastructure and water projects. Most recently, Mr. Garde served as Technical Specialist Lead following the devastating effects of Hurricane Maria in Puerto Rico. Currently, he serves as the lead Site Inspector working with FEMA to conduct site inspections across the City of Ft. Myers.
Gary O'Neal, CFM Hazard Mitigation Lead **16+ Years of Experience**	Mr. O'Neal brings over a decade of practical knowledge in the Disaster Response and Emergency Management field to support the City. Coupled with experience in creative problem solving and stakeholder consensus building, his subject matter expertise in Hazard Mitigation spans the local, state, and federal levels. These skills have enabled Mr. O'Neal to build a vast network of trusted colleagues and clients who have allowed him to successfully leverage hundreds of millions of dollars in resilience funding across multiple state and federal funding sources, while managing the corresponding projects from concept to closeout. His background as a Certified Floodplain Manager (CFM) and work at multiple levels of the FEMA Grant Process provides him with a comprehensive understanding of the role of Mitigation and Resilience in the Emergency Management Life Cycle. His institutional knowledge includes familiarity with both new, current, and now sunset FEMA Mitigation Programs including BRIC, HMGP, FMA and FMA Swift Current. This understanding was crucial in his implementation of Mitigation Programs on behalf of multiple municipal clients at the subapplicant level, taking multiple projects from concept to completion and closeout.
Charlotte Wing Subject Matter Expert **13+ Years of Experience**	Ms. Charlotte Wing has over 13 years of experience in emergency management, specializing in disaster recovery and grant management. She has successfully led teams at FEMA, overseeing the formulation of federal recovery grants and writing or reviewing 1,900+ grant projects. During her time at FEMA, Charlotte was recognized as FEMA's Most Valuable Player multiple times for her leadership and program improvements. Her expertise includes public assistance, disaster recovery planning, and mentoring staff to meet federal compliance standards. Charlotte's hands-on experience with FEMA and state agencies makes her a strong leader for this project.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Beverly Kreimeyer
Administrative/Clerical Support

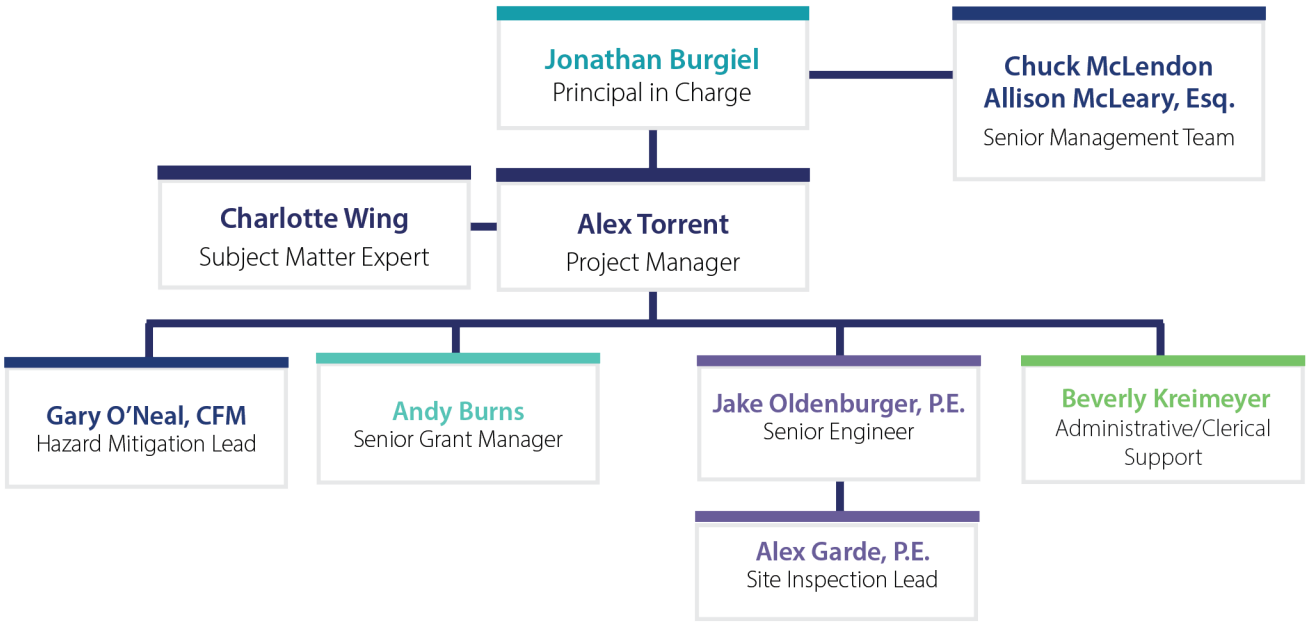
10+ Years of Experience

Ms. Kreimeyer is a strategic business associate experienced in effective management creating productive, efficient, and satisfied departments. She is a results-oriented supervisor with 10 years of progressive experience in fast-paced organizations that embraces challenges, resolves problems, and is committed to meeting all objectives with an established reputation for quality, satisfaction, and results. She is a creative thinker, problem solver, and decision maker proven to effectively balance the objectives of the organization and is highly effective in building cohesive work teams and process development.

Organizational Chart

Tetra Tech Key Staff
Organizational Chart

City of Holly Hill, FL



Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tab III – Customer Listing



Overview of Experience

Tetra Tech is a national leader in disaster management. We hold comprehensive qualifications in **working both for and with both subrecipient and recipient level agencies.**

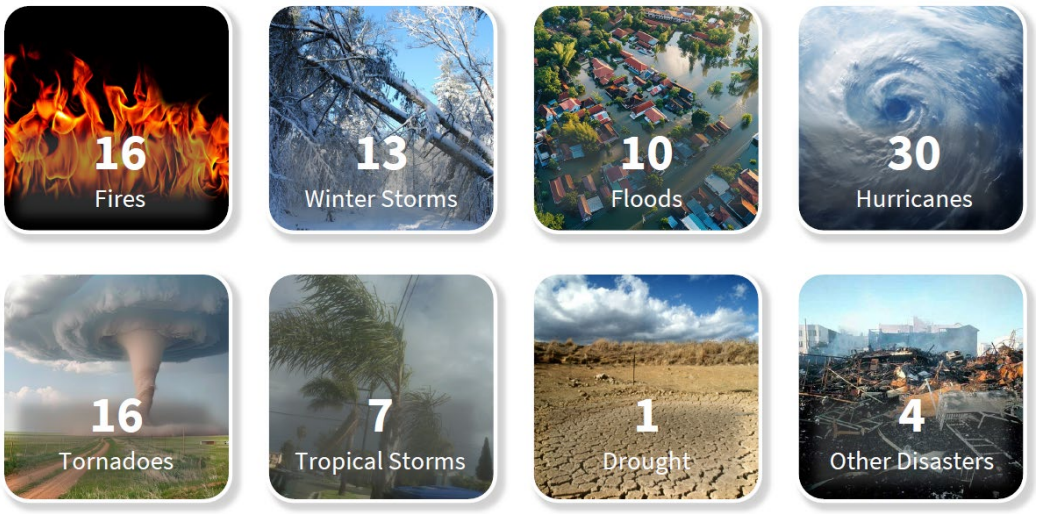
Tetra Tech has served over 500 state and local government clients in preparation for, response to, and recovery from over 95 presidentially declared disasters. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; resilience; grant management; and emergency management planning and preparedness.

We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, audit documentation, and more. We have supported our clients through the disaster recovery process from response and damage identification through **cost reimbursement of more than $51 billion in federal funds.**

Our team brings together a unique combination of expertise from some of the largest and most complex disasters in U.S. history. Our extensive experience includes leading organizations, shaping policy, and successfully working with diverse stakeholders up to and including top elected leaders.

This real-world experience provides our team with valuable insight and ensures in-depth knowledge of best practices and the ability to provide clients with expert guidance through the complexities of federal grant programs.

Tetra Tech has been activated for over 95 disasters, including:



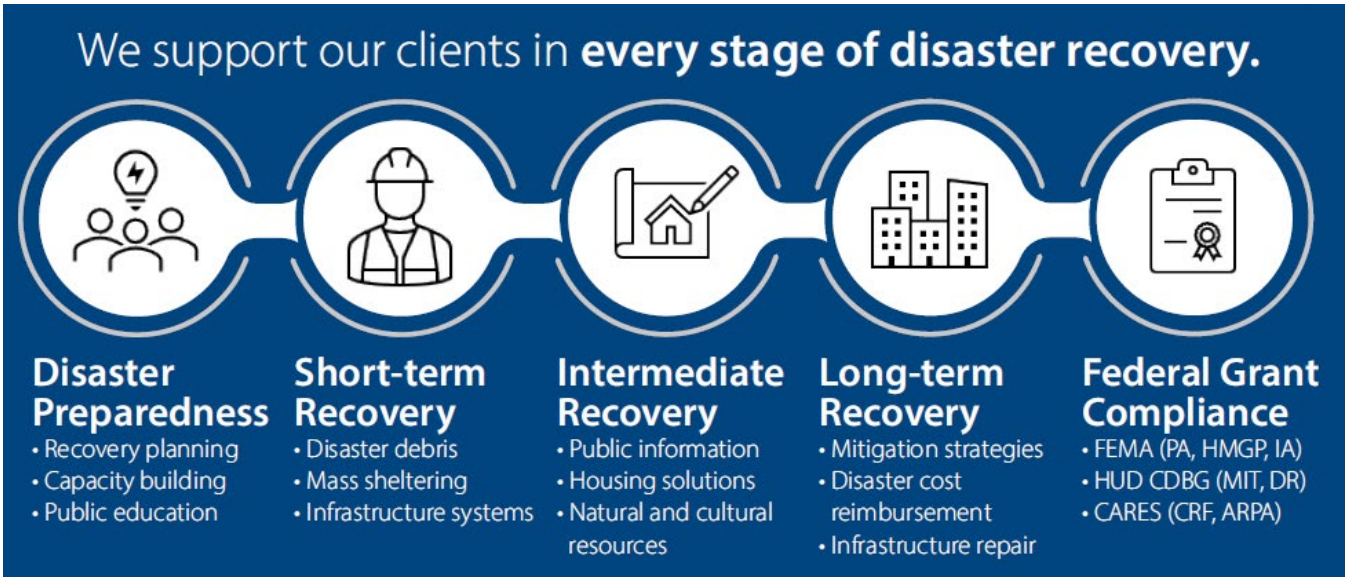
Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tetra Tech works with state and local governments to navigate federal grant-funded disaster recovery programs and are committed to advocating for and providing the best service to our clients and the communities they serve. Tetra Tech helped hundreds of clients administer the following grant programs:

- U.S. Treasury Emergency Rental Assistance (ERA)
- Coronavirus Relief Fund (CRF)
- Coronavirus Aid, Relief, and Economic Security (CARES) Act
- American Rescue Plan Act (ARPA)
- HUD CDBG-DR, CDBG-CV, and CDBG-MIT
- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)
- Building Resilient Infrastructure and Communities (BRIC)
- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Flood Mitigation Assistance Program (FMA)
- FEMA Individual Assistance (IA)
- Pre-Disaster Mitigation (PDM)
- FHWA-Emergency Relief (ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program
- Infrastructure Investment and Jobs Act (IIJA)

Across these grant programs, our areas of support have included:

- Construction Management
- Hazard Mitigation Planning
- Floodplain Management
- Coastal Planning and Design
- National Flood Insurance Program (NFIP) and Community Rating System (CRS) Compliance Issue Resolution/Training
- Preliminary Damage Requests
- Develop Requests for Public Assistance
- Applicant Briefings and Kickoff Meetings
- Site Visits/Inspections
- Project Scoping
- Project Cost Estimation & Documentation Architecture and Engineering
- Mechanical/Electrical/Plumbing
- Water/Wastewater Design/Build
- Project Worksheet/Application Development
- Alternate/Improved/Pilot Program Projects
- Project Cost Reconciliation
- Funding Disbursement
- Grant Closeout

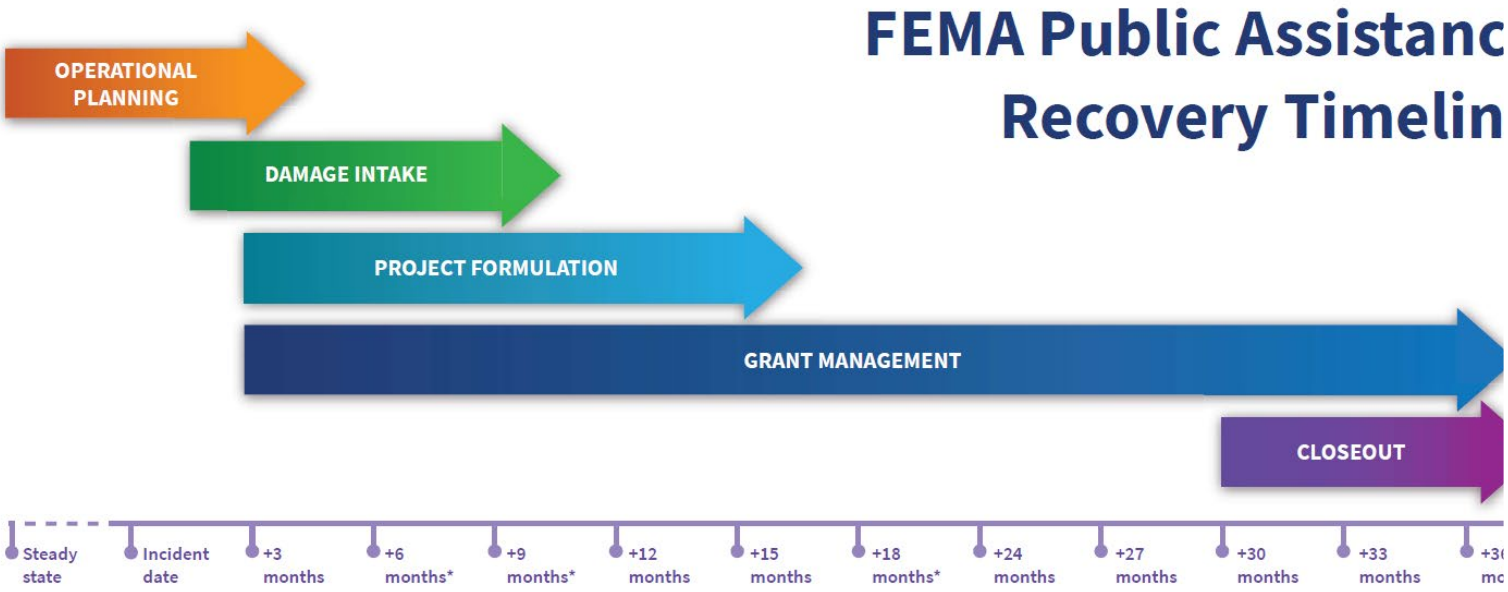


FEMA Public Assistance Experience

Our team holds comprehensive qualifications in working both for and with all levels of government, including for FEMA. The nuances presented in each Region's administration of the FEMA PA program provide their own challenges. We know the Region 4 approach to administering FEMA PA and have helped clients successfully navigate it for years.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

We are very experienced in executing the key phases of the FEMA PA program. Below is a generalized but typical representation of the timelines for administering the program, which spans multiple years, even on small disasters. This process requires a sustained effort from Federal, State, and Local partners in order to achieve success. Our approach is tailored to our client's needs at each phase.



Tetra Tech also maintains internal Policy Groups specializing in FEMA and other federal funding agency policy and comprised of subject matter experts within our organization and partners. These groups are focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for whole of community recovery. With the support of these experts, the City benefits from direct insight into the successes and best practices learned across Tetra Tech's nationwide preparedness, response, recovery, and mitigation operations.

Tetra Tech has processed FEMA PA funding across **all categories of work.**

Category A	Category B	Category C	Category D	Category E	Category F	Category G
Debris Removal	Emergency Protective Measures	Roads and Bridges	Water Control Facilities	Public Buildings and Contents	Public Utilities	Parks, Recreational, and Other Facilities
Emergency Work		Permanent Work				

Tetra Tech is able to maximize FEMA PA funding for the City of Holly Hill based on the following:

- **Procedures Tailored to FEMA:** Our data management and document storage procedures are tailored to facilitate FEMA review and the generation of project worksheet versions throughout the entire project. We incorporate changes or updates to the FEMA PA Program and Policy Guide (PAPPG), including the current proposed Version 5 , into our procedures for field documentation and data management as they occur. Our *RecoveryTrac*™ software system was designed with FEMA programs in mind and was built to interface with FEMA Grants Portal/Grants Manager.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

- **Comprehensive Understanding of FEMA Regulations:** Our management team and field staff fully understand FEMA rules and regulations and utilize this expertise to maximize reimbursements and minimize risks for our clients. During COVID-19, our team successfully navigated complex and changing FEMA policy to successfully obligate over $500 million in FEMA PA projects, including a complicated $49 million PPE stockpile project for the State of Connecticut. Additionally, our years of experience with debris monitoring of activities such as hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement in one of the most common and challenging categories of eligible work.
- **Direct Relationships with FEMA Regional Representatives:** Our team maintains strong relationships with many of the lead Federal Coordinating Officers (FCOs), PA coordinators and officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses and key insights on disaster-specific guidance and issues. Having been former State and Federal officials, our employees know how to successfully navigate FEMA PA and should issues arise, who to call upon to get quick remedies to provide unparalleled value for our clients.
- **Team of Grant Experts to Assist with Funding and Audits:** Our grant management experts have assisted clients with applying for and retaining grant funds even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities. While the best course of action is to avoid audits or appeals, there are sometimes unavoidable disagreements with program administrators. We have a bench of accountants, attorneys and program experts to draw upon to try and come to a resolution outside of the audit or appeals process, or when all else fails, appeal or arbitrate certain unacceptable decisions.

Our team has worked closely with FEMA staff in the determination of cost and scope eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing **step-by-step assistance to clients throughout the closeout process.**



"As a **former State Recovery Director,** I advise our team, and yours, on the best approach to documentation and presentation of costs in order to maximize your utilization of PA funding."

--Allison McLeary, Esq., Senior Management Team

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Our program is designed to maximize federal grant reimbursement.

Over the course of working with hundreds of local and state governments on disaster management projects, our team has developed a deep understanding of not just FEMA, but also FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures where applicable. Our efforts allow clients to maintain their focus on continuing daily operations while upholding compliance with programmatic guidelines and procedures. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over $51 billion in reimbursed costs.**

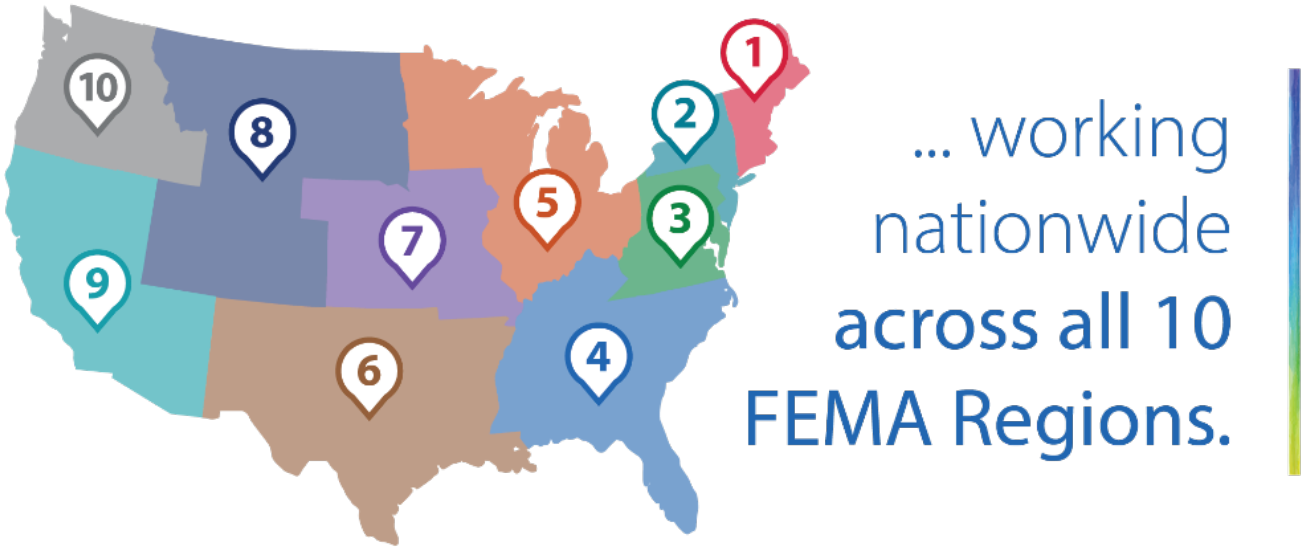
Our team has direct experience with specialized aspects of FEMA PA to include Section 406 mitigation and Section 428 alternative procedures program.

Tetra Tech has extensive experience integrating multiple funding sources and grant programs in order to maximize recovery. Tetra Tech has supported numerous state and local agencies in managing the complexities of the FHWA-ER program including the **Florida Department of Transportation**, the Virginia Department of Transportation, and the Texas Department of Transportation. Examples include integrating the FHWA-ER Manual and FEMA PA Guides with other grants such as CDBG-DR and FTA-ER. Our team is prepared to succeed in this effort for the City as well.

Our team of trained professionals is qualified to assist the City with:

- Preparing FHWA/FTA grant applications and amendments, as needed
- Assisting with FHWA and FTA project management and administration activities
- Responding to documentation requirements required as part of FHWA and FTA grants
- Reconciling project/scopes as changes occur through the course of the projects' planning and implementation
- Providing guidance in the use of the FHWA and FTA grant systems, their management requirements, and insurance allocations

Our team holds **comprehensive qualifications**…



Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Customer Listing

As requested, Tetra Tech has provided a list of our experience providing FEMA PA services within at least the past three years. The matrix below details our projects from 2016 until present.

CLIENT	PERIOD OF PERFORMANCE	CLIENT REFERENCE	OVERALL GRANT SUPPORT						FEMA FUNDING				
			SITE VISITS/INSPECTIONS	GRANT/PROGRAM MANAGEMENT	DATA MANAGEMENT & RECONCILIATION	QUALITY CONTROL & MONITORING	SUBRECIPIENT SUPPORT & MONITORING	CLOSEOUT/AUDIT SUPPORT	OPERATIONAL PLANNING AND SUPPORT	DAMAGE INTAKE SUPPORT	PROJECT FORMULATION	ALTERNATE/IMPROVED/PILOT PROGRAM PROJECTS	INSURANCE SUBROGATION
Pasco County, FL 8731 Citizens Drive New Port Richey, FL 727-847-2411	2024 – 2026	Laura Wilcoxxen, Recovery Manager 904-673-8313		■	■	■					■		
Tarpon Springs, FL 324 Pine St Tarpon Springs, FL 727-938-3711	2023 - Ongoing	Ron Harring, Finance Director 727-943-1150		■	■	■	■	■		■	■		
Collier County, FL – Board of County Commissioners 3299 Tamiami Trail E, Suite 303 Naples, FL 239-252-8097	2023 - 2025	Christopher Johnson, Director – Corporate Financial and Management Services 239-252-5812	■	■	■	■	■	■	■		■	■	■
Holly Hill, FL 1065 Ridgewood Ave Ormond Beach, FL 386-248-9418	2022 - Ongoing	Steve Juengst, Administration Manager 386-248-9463	■	■	■	■	■	■	■	■	■		
Orange City, FL 205 E. Graves Ave Orange City, FL	2022 - Ongoing	Devlin Moore, Finance Director 386-775-5427r		■	■	■	■		■	■	■		

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance

CLIENT	PERIOD OF PERFORMANCE	CLIENT REFERENCE	OVERALL GRANT SUPPORT						FEMA FUNDING				
			SITE VISITS/INSPECTIONS	GRANT/PROGRAM MANAGEMENT	DATA MANAGEMENT & RECONCILIATION	QUALITY CONTROL & MONITORING	SUBRECIPIENT SUPPORT & MONITORING	CLOSEOUT/AUDIT SUPPORT	OPERATIONAL PLANNING AND SUPPORT	DAMAGE INTAKE SUPPORT	PROJECT FORMULATION	ALTERNATE/IMPROVED/PILOT PROGRAM PROJECTS	INSURANCE SUBROGATION
386-775-5400													
South Daytona, FL 1672 South Ridgewood Ave South Daytona, FL 386-322-3000	2022 - Ongoing	Jason Oliva, Finance Director 386-322-3063	■	■	■	■	■	■	■	■	■		
Fort Myers, FL 2200 2nd St Fort Myers, FL 239-321-7000	2020 - 2025	Kristy Mathews, City Emergency Manager 239-222-8870	■	■	■	■	■	■	■	■	■	■	■
Everglades, FL 102 Copeland Ave N EVERGLADES CITY, FL 239-695-2511	2022 - 2025	Dorothy "Dottie" Smallwood Joiner, City Clerk 239-229-8091	■	■	■	■	■	■	■	■	■	■	■
Walton County, FL 76 N 6th Street P.O. BOX 1355 DeFuniak Springs, FL 850-832-8155	2021 - Ongoing	Jeffrey Goldberg, FPEM, FMI, ICT3 Director 850-892-8530	■	■	■	■		■	■	■	■	■	

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance

Additional Recent Experience

In addition to the Florida-based projects provided above, Tetra Tech has also provided a listing of our recent similar work in other states. Additional information can be provided about these projects upon request.

Overview of Recent FEMA PA Grant Funding Experience

CLIENT	GRANT PROGRAM	FUNDING AMOUNT	PROJECT START	OVERALL GRANT SUPPORT						FEMA FUNDING				
				SITE VISITS/INSPECTIONS	GRANT/PROGRAM MANAGEMENT	DATA MANAGEMENT & RECONCILIATION	QUALITY CONTROL & MONITORING	SUBRECIPIENT SUPPORT & MONITORING	CLOSEOUT/AUDIT SUPPORT	OPERATIONAL PLANNING AND SUPPORT	DAMAGE INTAKE SUPPORT	PROJECT FORMULATION	ALTERNATE/IMPROVED/PILOT PROGRAM PROJECTS	INSURANCE SUBROGATION
Rhode Island Emergency Management Agency (RIEMA)	PA	$11,000,000	2024		■	■	■		■			■		
State of Connecticut (Hurricane Isaias)	PA	$31,000,000	2024		■	■	■		■			■		
State of Connecticut (Hurricane Ida)	PA	$11,000,000	2024		■	■	■		■			■		
Pennsylvania Emergency Management Agency (PEMA)	SSP-C	$4,000,000	2024			■						■		
State of Iowa	COVID PA	$243,000,000	2024					■	■					
State of Iowa	PA	TBD	2024	■	■	■	■	■	■	■	■	■	■	
Harris County Flood Control District	PA	TBD	2024	■	■	■	■			■	■	■	■	
Fort Bend, TX	PA	TBD	2024	■	■	■	■			■	■	■	■	
Harris County, TX	PA	TBD	2024	■	■	■	■			■	■	■	■	
Maui County, HI	PA	$250,000,000	2023	■	■	■	■			■	■	■	■	
Austin, TX – Office of Homeland Security and Emergency Management	PA	$5,500,000	2023		■	■	■	■	■		■	■		

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CLIENT	GRANT PROGRAM	FUNDING AMOUNT	PROJECT START	OVERALL GRANT SUPPORT						FEMA FUNDING				
				SITE VISITS/INSPECTIONS	GRANT/PROGRAM MANAGEMENT	DATA MANAGEMENT & RECONCILIATION	QUALITY CONTROL & MONITORING	SUBRECIPIENT SUPPORT & MONITORING	CLOSEOUT/AUDIT SUPPORT	OPERATIONAL PLANNING AND SUPPORT	DAMAGE INTAKE SUPPORT	PROJECT FORMULATION	ALTERNATE/IMPROVED/PILOT PROGRAM PROJECTS	INSURANCE SUBROGATION
Austin, TX – Austin Resource Recovery	PA	$19,000,000	2023		■	■	■	■	■		■	■		
Austin, TX – Austin Energy	PA	$23,000,000	2023		■	■	■	■	■		■	■		
Butte County, CA	PA	$7,100,000	2023											■
Lexington County, SC	Home ARPA	Pending	2022		■		■							
Iowa, State of	ARPA	$30,000,000	2022		■	■	■		■	■		■		
Iowa, State of	ARPA	$227,500,000	2021		■	■	■		■	■		■		
Walton County, FL	COVID PA	$131,470	2021	■	■	■	■		■	■	■	■	■	
Frisco, TX	PA	$700,000	2021	■	■	■	■		■	■			■	
Frisco, TX	PA	$500,000	2021	■	■	■	■		■	■			■	
Frisco, TX	CRF	$3,700,000	2021	■	■	■	■		■	■			■	
Harris County, TX	PA	$12,300,000	2021		■	■	■		■	■	■			
Philadelphia, PA	PA	$30,000,000	2021		■	■	■		■	■	■	■		
Hamilton County, TN	PA	$1,000,000	2020	■	■	■	■		■	■	■	■	■	
Massachusetts, Commonwealth of	PA	$200,000,000	2020	■	■	■	■		■	■	■	■	■	
Harris County, TX	PA	$200,000,000	2020	■	■	■	■		■	■	■	■	■	
Houston, TX	PA	$10,000,000	2020	■	■	■	■		■	■	■	■	■	
Houston, TX	CRF	$404,000,000	2020		■	■	■			■				
Philadelphia, PA	CRF	$276,400,000	2020		■	■	■			■				
LA GOHSEP Vernon-Parish	PA	$13,000,000	2020		■	■	■			■				
LA GOHSEP Lafayette Delta	PA	$14,488,000	2020		■		■							
LA GOHSEP Abbeville Laura	PA	$376,000	2020		■	■	■			■				
LA GOHSEP Lafayette Laura	PA	$3,757,000	2020		■		■							
LA GOHSEP Abbeville Delta	PA	$222,000	2020		■	■	■			■				

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CLIENT	GRANT PROGRAM	FUNDING AMOUNT	PROJECT START	OVERALL GRANT SUPPORT						FEMA FUNDING				
				SITE VISITS/INSPECTIONS	GRANT/PROGRAM MANAGEMENT	DATA MANAGEMENT & RECONCILIATION	QUALITY CONTROL & MONITORING	SUBRECIPIENT SUPPORT & MONITORING	CLOSEOUT/AUDIT SUPPORT	OPERATIONAL PLANNING AND SUPPORT	DAMAGE INTAKE SUPPORT	PROJECT FORMULATION	ALTERNATE/IMPROVED/PILOT PROGRAM PROJECTS	INSURANCE SUBROGATION
Houston, TX	PA	$10,000,000	2020	■	■	■	■		■	■	■	■	■	
Long Beach, CA	PA, CRF	$150,753,000	2020		■	■	■		■	■				
Iowa Department of Human Services	CRF	$7,800,000	2020		■	■	■			■				
LA GOHSEP	PA	$312,600,000	2020		■		■					■		
LA GOHSEP COVID19	PA	$87,048,000	2020		■	■	■			■				
CR-Mass COVID-19	PA	$75,000,000	2020		■	■	■			■				
Connecticut, State of	PA	$450,000,000	2020		■	■	■		■	■				
Philadelphia, PA	PA, HMGP, CRF	$375,000,000	2020		■	■	■		■	■				
Harris County, TX	PA	$200,000,000	2020		■	■	■			■	■	■		
Harris County, TX	CRF	$426,000,000	2020		■	■	■			■				
Houston, TX	CRF	$404,000,000	2020		■	■	■		■					
Houston, TX	PA	$575,000,000	2020	■	■	■	■		■	■	■	■	■	
Missouri, State of	PA	$2,947,200	2019		■	■	■		■	■				
Missouri, State of	PA	$5,664,229	2019		■	■	■		■	■				
Puerto Rico, Commonwealth of	PA, HMGP	$60,000,000,000	2019		■	■	■			■	■	■	■	
Barnwell County, SC	HMGP	$4,800,000	2019		■		■							
Dougherty County, GA	PA	$10,000,000	2018		■		■				■	■	■	
Albany, GA	PA	$10,000,000	2018		■		■				■	■		
Ventura County, CA	PA	$100,000,000	2018		■	■	■			■				
Albany, GA	PA	$17,773,000	2018		■	■	■		■	■	■	■		
Anchorage, AK	PA	$11,936,000	2018		■	■	■		■	■			■	
Lake County, CA	PA	$21,531,000	2018		■	■	■			■				
Ventura County, CA	PA	$76,755,681	2018		■	■	■			■				
Lake County, CA	PA	$1,990,433,000	2018		■	■	■			■				

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				SITE VISITS/INSPECTIONS	GRANT/PROGRAM MANAGEMENT	DATA MANAGEMENT & RECONCILIATION	QUALITY CONTROL & MONITORING	SUBRECIPIENT SUPPORT & MONITORING	CLOSEOUT/AUDIT SUPPORT	OPERATIONAL PLANNING AND SUPPORT	DAMAGE INTAKE SUPPORT	PROJECT FORMULATION	ALTERNATE/IMPROVED/PILOT PROGRAM PROJECTS	INSURANCE SUBROGATION
Walton County, TX	FMA	$1,500,000	2018		■	■	■			■				
Houston, TX	PA	$12,500,000	2018		■	■	■		■	■	■	■		
Houston, TX	PA	$2,400,000,000	2017		■	■	■			■	■	■	■	
Fort Bend County, TX	PA	$50,000,000	2017		■	■	■			■	■	■	■	
Albany, GA	PA	$14,000,000	2017		■	■	■			■	■	■	■	
Dougherty County, GA	PA	$12,500,000	2017		■	■	■			■	■	■	■	
Corpus Christi, TX	PA	$10,000,000	2017	■	■	■	■		■	■			■	
Butte County, CA	PA	$1,500,000,000	2017		■	■	■			■				
Beaufort County, SC	PA	$56,000,000	2016		■	■	■							
LA GOHSEP	PA	$5,885,000	2016		■	■	■			■				
Lake County, CA	PA	$13,654,000	2016		■	■	■			■				
Lake County, CA	PA	$6,387,000	2016		■	■	■			■				

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Tetra Tech utilizes best-in-class programmatic strategic approaches for executing large-scale disaster recovery projects for our clients.

We Reduce Project Costs and Increase Delivery Speed by Using Time-Tested Standard Operating Procedures (SOPs) and Technology.

We use our proven methodology, including technological tools and templates, as well as strict adherence to SOPs to deliver quality services. FEMA disaster grant programs are complex, but through years of experience, Tetra Tech has developed time-tested SOPs and technology to reduce the cost of disaster program delivery to help speed the recovery effort.

We Provide Unmatched Service to Our Clients.

We understand the demanding nature of this project and City of Holly Hill's focus on excellence. We have hundreds of widely dispersed work locations across the globe, often in the same office space as our customers. This gives us unparalleled insight into our customers' needs.

We View Our Projects as an Opportunity to Build a Partnership with Our Clients.

We place importance on coordination and collaboration with our clients to provide a valuable and useable product. Our project management team works closely with the client to develop a nuanced understanding of customer needs and are empowered to make key business decisions in that context.

We Provide Deliberate, Continuous, and Effective Communication.

We continue to reach out to key stakeholders throughout every phase of our projects; demonstrate sensitivity of the demands placed on their time; and provide solutions-oriented dialogue to overcome technical issues encountered through this scope of work.

We Adhere to Laws, Requirements, Policies, and Procedures

Whether it is the FEMA Public Assistance Program and Policy Guide, Federal Highway Administration (FHWA) - Emergency Relief Handbook, Disaster specific Green Sheets, FDEM requirements, or NHPA Compliance Memos and associated state/local action plans, our team is dedicated to strictly following these guiding documents to maintain compliance from beginning to end.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Focus On

FEMA Programs

$40 billion+ Managed

Experience Summary

Our team holds comprehensive qualifications in working both for and with State/Recipient agencies and FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA Recipients and Subrecipients as part of state and local projects seeking FEMA reimbursement.

Our experience supporting clients with FEMA programs includes

1. FEMA PA Program
2. Section 406 mitigation and Section 428 alternative procedures program
3. FEMA Hazard Mitigation Grant Program (HMGP)
4. Section 404 mitigation
5. FEMA Individual Assistance (IA) Program
6. FEMA Flood Mitigation Assistance Program (FMA)

Recent Sample Projects

Year	Client	Program	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation
2023	Sarasota County, FL	PA	■	■	■	■	■	■	■	■	■	■
2023	Volusia County, FL	PA					■					
2023	City of Pensacola, FL	PA					■	■		■		■
2023	Collier County, FL	PA				■	■	■	■	■	■	■
2022	City of Fort Myers, FL	PA	■	■	■	■	■	■	■	■	■	■
2022	City of South Daytona, FL	PA		■	■	■	■	■	■	■	■	■
2022	City of Philadelphia, PA	PA	■	■	■	■	■	■	■	■		■
2020	Hamilton County, TN	PA	■	■	■	■	■	■	■	■	■	■
2020	Commonwealth of Massachusetts	PA		■	■		■	■	■		■	■
2020	Harris County, TX	PA	■	■	■	■	■	■	■	■	■	■
2020	City of Houston, TX	PA	■	■	■	■	■	■	■	■	■	■
2020	LA GOHSEP SAL	PA		■	■	■	■	■	■	■		
2020	State of Connecticut	PA		■	■			■	■	■		■
2020	City of Dunedin, FL	PA	■	■	■	■	■	■	■	■		■
2019	State of Missouri	PA							■			■
2019	Commonwealth of Puerto Rico	PA		■	■	■	■	■	■	■	■	■
2018	City of Callaway, FL	PA	■	■	■	■	■	■	■	■	■	■
2018	City of Lynn Haven, FL	PA	■	■	■	■	■	■	■	■	■	■
2018	Dougherty County, GA	PA	■	■								

FEMA Focus Areas

Tailored Procedures

Our procedures are tailored to facilitate FEMA review and generation of Project Worksheet versions. Tetra Tech incorporates changes and/or updates to the PAPPG, IAPPG, FEMA IHP Unified Guidance, and Hazard Mitigation Assistance Guidance into our procedures.

Understanding of FEMA Regulations

Our management team and field staff fully understand rules and regulations across FEMA programs. This allows us to monitor contracts in detail while managing and documenting the operation using proven methodologies to maximize reimbursement.

Relationships Regional Reps

Our team maintains strong relationships with many of the lead federal coordinating officers, PA/IA officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on guidance and issues.

Audits and Appeals

Our grant management experts hav assisted clients with applying for an retaining grant funds, even after closeou and audit processes. Our FEMA appeals an funding specialists have worked with FEM closeout officers to obtain millions o previously deobligated dollars.

Examples of Experience

Tetra Tech has provided examples of four projects within the past 5 years. Contact information for these projects has also been provided on the City's References Form attached to Tab VI.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)



City of Callaway | Hurricane Michael Financial Recovery Services

The City of Callaway's location in the Florida Panhandle placed it directly in the path of Hurricane Michael, a Category 5 hurricane that was the third most intense hurricane to make landfall in U.S. history. The City sustained catastrophic damage to numerous facilities and infrastructure.

Tetra Tech assisted the City immediately after the storm's impact by deploying a dedicated project management team to the site. Following an initial damage assessment right after the storm passed, our team began putting a plan in place to conduct immediate and long-term recovery operations.

While providing overall project management and oversight, Tetra Tech's team also worked on conducting site inspections, preparing engineering reports, collecting and reviewing documentation, managing the documents and Essential Elements of Information in FEMA's Grants Portal, and providing daily guidance to the City.

Client
City of Callaway, Florida

Period of Performance
October 2018 – Present

Project Cost
$820,000

Reference Contact
Ed Cook, City Manager
(850) 871-6000
citymanager@cityofcallaway.com

Tetra Tech continues to support the City by providing the documentation and support necessary to develop FEMA PWs for reimbursement claims estimated in excess of $26 million, of which Tetra Tech has already submitted over $22 million.

In addition to the FEMA Public Assistance Program, Tetra Tech is assisting the City with other grant and loan programs, including the Natural Resources Conservation Service Emergency Watershed Protection Program, the FEMA Community Disaster Loan Program, the Florida Hazard Mitigation Grant Program, the Florida Hurricane Michael State Recovery Grant Program, and the Florida State Revolving Emergency Fund.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)



FEMA Public Assistance Grant Management Support | City of South Daytona

Hurricane Ian devastated Volusia County, Florida, in September 2022, including the coastal community of South Daytona, when it made landfall as a Category 4 hurricane. Due to the extreme winds and storm surge, the City of South Daytona sustained significant damage to numerous facilities and infrastructure as well as costs related to debris removal and emergency protective measures.

Tetra Tech began immediately assisting South Daytona soon after the storm's impact by deploying a dedicated project management team to the city to implement the recovery operational plan and initiate a FEMA Request for Public Assistance (RPA). Our team also began drafting the FEMA Damage Inventory (DI) and started reviewing and reconciling force account and contract documentation in anticipation of submitting the City's Cat. A (Debris Removal) and Cat. B (Emergency Protective Measures) projects.

Client
City of South Daytona, Florida

Period of Performance
October 2022 – Present

Project Cost
$160,000

Reference Contact
Jason Oliva, Finance Director
1672 S. Ridgewood Avenue
South Daytona, FL 32119
(386) 322-3063
joliva@southdaytona.org

Tetra Tech has been supporting the City by providing expert guidance on PA programmatic timelines and policy considerations, recovery best practices, and documentation and administrative processes to develop FEMA project worksheets (PWs) for reimbursement claims.

While providing overall project management and oversight, Tetra Tech's team also assisted the City by conducting site inspections, collecting, and reviewing documentation, managing the documents and Essential Elements of Information (EEIs) in FEMA's Grants Portal, and providing daily guidance to City staff.

Tetra Tech continues to support South Daytona by providing the documentation and support necessary to develop FEMA PWs for reimbursement claims estimated in excess of $3.5 million.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)



Disaster Recovery Consulting Services for Hurricane Michael | City of Lynn Haven

The City of Lynn Haven, situated in the Florida Panhandle, found itself directly in the path of Hurricane Michael, a Category 5 hurricane that ranked as the third most intense hurricane to hit the United States. The City experienced devastating destruction, resulting in extensive damage to nearly all of its municipal buildings, parks, utilities, and other infrastructure.

Tetra Tech immediately responded to the City's needs in the aftermath of the storm by deploying a dedicated project management and technical team to the area. Upon conducting an initial assessment of the storm's damage, our team began formulating a comprehensive strategy for immediate and long-term recovery efforts, including establishing the documentation and administrative procedures needed to develop FEMA project worksheets (PWs) for reimbursement claims estimated at **$48.35 million**.

In addition to providing overall program management support, Tetra Tech also conducted site inspections, developed and submitted engineering and site inspection reports to FEMA, collected and reviewed all cost and procurement documentation, and answered the Essential Elements of Information (EEIs) in FEMA's Grants Portal.

Client
City of Lynn Haven, Florida

Location
Florida

Period of Performance
October 2018 - Present

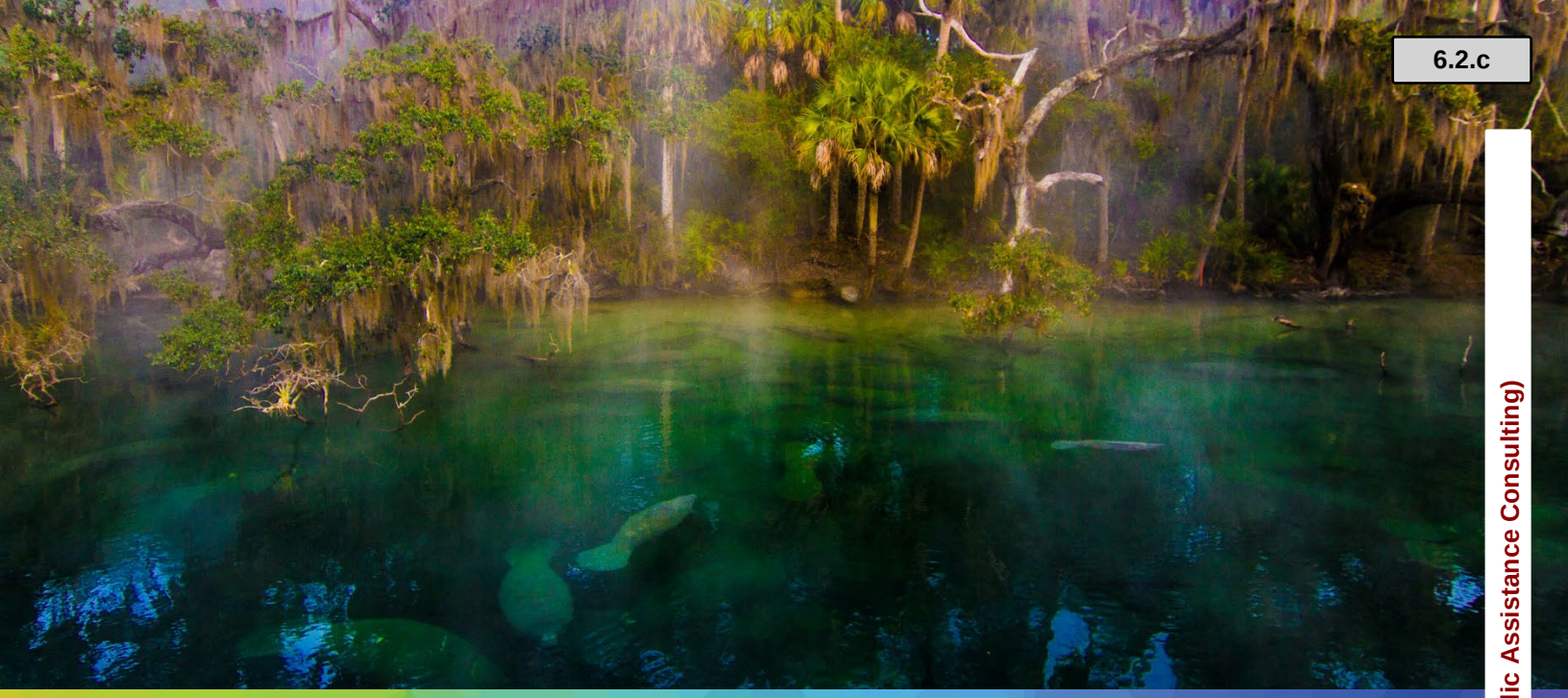
Project Cost
$2,675,008

Reference Contact
Vickie Gainer, City Manager
825 Ohio Avenue
Lynn Haven, FL 32444
P. (850) 890-7712
vgainer@cityoflynnhaven.com

With all projects now obligated, Tetra Tech remains committed to supporting the City. We offer the necessary financial guidance, technical knowledge, and policy expertise to monitor ongoing construction projects, ensure grant compliance, advise on mitigation and the 428 program, submit Requests for Reimbursement (RFRs), and close out the remaining projects.

In addition to the FEMA Public Assistance Program, Tetra Tech has also overseen the development and award of other disaster recovery programs, including the FEMA Community Disaster Loan Program ($5 million), the FEMA Hazard Mitigation Grant Program ($5,915,085), and the FDEM Hurricane Michael State Recovery Grant Program ($1.5 million).

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)



City of Orange City, FL

Hurricane Ian

The City of Orange City, Florida, located in Volusia County on the Atlantic coast, sustained significant damage from Hurricane Ian in September 2022. Tetra Tech immediately implemented a dedicated project management team to support the City with long-term recovery and the FEMA Public Assistance (PA) Program.

The City incurred costs of over $572k for debris removal and emergency protective measures, and hurricane-strength winds and widespread flooding caused another $156k in damage to roadways, stormwater pipes, a lift station, and park facilities.

Tetra Tech supported the City by providing programmatic guidance and grant management technical assistance throughout the FEMA PA process. Tetra Tech worked closely with City staff to develop a damage inventory, compile and validate completed work documentation, develop force account and contract cost packages, answer EEIs in Grants Portal, and submit Project Worksheets (PWs) to FEMA. All projects were successfully obligated and closed out in an efficient manner.

Client
City of Orange City, Florida

Period of Performance
Ian: 2022 – 2023
Milton: 2024-Ongoing

Project Cost
Ian: $34,315
Milton: $30,165

Reference Contact
Devlin Moore
Finance Director
205 E Graves Ave
Orange City, FL 32763
dmoore@orangecityfl.gov
386-775-5427

Hurricane Milton

The City of Orange City also sustained significant damage during Hurricane Milton in October 2024. Due to Tetra Tech's previous support with Hurricane Ian, the City immediately engaged our team to assist with FEMA Public Assistance (PA) for Hurricane Milton as well. Tetra Tech continues to provide PA operational planning support to the City, including FEMA Exploratory Call support, FEMA Recovery Scoping Meeting support, damage inventory capture, preliminary grant management technical assistance, and completed work data intake and review.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tab IV – Acceptance of Conditions

Tetra Tech confirms that it does not take any exceptions to the general terms and conditions of the RFP, insurance requirements, or any other requirements listed in the RFP.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tab V – Documents

Tetra Tech has provided the requested documentation immediately following this page.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

State of Florida
Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 10, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of January, 2024

Secretary of State

Tracking Number: 4631708011CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Detail by Entity Name

Foreign Profit Corporation
TETRA TECH, INC.

Filing Information

Document Number	P19034
FEI/EIN Number	95-4148514
Date Filed	04/28/1988
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/30/2003
Event Effective Date	01/02/2004

Principal Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Mailing Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/18/1992

Address Changed: 03/18/1992

Officer/Director Detail

Name & Address

Title Senior Vice President, Chief Engineer

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

BROWNLIE, WILLIAM R
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Administration

LEMMON, RICHARD A
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Executive Vice President, CFO and Assistant Secretary

BURDICK, STEVEN M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Chairman of the Board, CEO

Batrack, Dan L.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title EVP, Chief Sustainability and Leadership Development Officer

Shoemaker, Leslie L
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Controller, Chief Accounting Officer

Carter, Brian N
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Thompson, J. Kenneth
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Ritrievi, Kimberly E
3475 E FOOTHILL BLVD
PASADENA, CA 91107

Title SVP

BIAGI , JAMES Q, Jr.
4967 U.S. Hwy 42
Ste. 210
Louisville, KY 40222

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Title Director

Maguire, Joanne M.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President, Global Development Services Division

Argus, Roger R.
1230 Columbia Street
Suite 1000
San Diego, CA 92101

Title Secretary

Hopson, Preston
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title VPFS

JENKINS, LAWRENCE E
201 E. PINE ST.
ORLANDO, FL 32801

Title Director

Birkenbeuel, Gary R.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President

Hudkins, Jill M
3475 E. FOOTHILL BLVD
PASADENA, CA 91107

Title Treasurer

Wu, Jim
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

GANDHI, PRASHANT
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Obiaya, CHRISTIANA
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Volpi, Kirsten M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President, Chief Information Officer

Christensen, Craig L.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President of Human Resources and Leadership Development

McDonald, Kevin P.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President, Enterprise Risk Management

O'Rourke, Brendan
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President and President of the Canada and South America Division

Teufele, Bernie
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President, High Performance Buildings Division

Fowler, Stuart
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President, Federal Information Technology Division

Jeannot, Olivier H
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President, Energy Engineering Division

Weiss, Jonathan
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Annual Reports

Report Year	Filed Date
2022	01/03/2022
2023	01/12/2023
2024	01/10/2024

Document Images

01/10/2024 -- ANNUAL REPORT	View image in PDF format
01/12/2023 -- ANNUAL REPORT	View image in PDF format
01/03/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
05/18/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
11/21/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2017 -- ANNUAL REPORT	View image in PDF format
01/12/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/03/2013 -- ANNUAL REPORT	View image in PDF format
02/09/2012 -- ANNUAL REPORT	View image in PDF format
01/18/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
01/29/2011 -- ANNUAL REPORT	View image in PDF format
01/28/2010 -- ANNUAL REPORT	View image in PDF format
01/14/2009 -- ANNUAL REPORT	View image in PDF format
02/15/2008 -- ANNUAL REPORT	View image in PDF format
03/12/2007 -- ANNUAL REPORT	View image in PDF format
02/08/2006 -- ANNUAL REPORT	View image in PDF format
02/23/2005 -- ANNUAL REPORT	View image in PDF format
01/31/2005 -- ANNUAL REPORT	View image in PDF format
05/13/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2004 -- ANNUAL REPORT	View image in PDF format
03/01/2004 -- ANNUAL REPORT	View image in PDF format
12/30/2003 -- Merger	View image in PDF format
07/14/2003 -- ANNUAL REPORT	View image in PDF format
03/03/2002 -- ANNUAL REPORT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
05/04/2000 -- ANNUAL REPORT	View image in PDF format
04/07/1999 -- ANNUAL REPORT	View image in PDF format
07/29/1998 -- ANNUAL REPORT	View image in PDF format
04/09/1997 -- ANNUAL REPORT	View image in PDF format
02/09/1996 -- ANNUAL REPORT	View image in PDF format
04/14/1995 -- ANNUAL REPORT	View image in PDF format

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Florida Department of State, Division of Corporations

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tab VI – Required Form Submittals

Tetra Tech has provided completed versions of the City's required forms following this page.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROFESSIONAL SERVICES AGREEMENT
DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES
Request for Proposals (RFP) #25-PW-07

THIS AGREEMENT is made and entered into this 22 day of November, 2024, by and between Tetra Tech, Inc., duly authorized to conduct business in the State of Florida and whose address is 2301 Lucien Way, Ste. 120, Maitland, FL, 32751, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (**RFP #25-PW-07**), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (5) years from the date of award with two (2) subsequent one-year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Jonathan Burgiel, Business Unit President (Name, Title)
Tetra Tech, Inc. (Company)
2301 Lucien Way, Ste. 120 (Address)
Maitland, FL, 32751 (City, State, Zip)
(407) 803-2551 (Phone)

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____

Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS

By: _____

_____, _____

Dated: _____

Attachments: **A. RFP # 25-PW-07**
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2024 under Agenda Item No. _____.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

☒ The standard contract / agreement has been signed and included.

☒ All applicable forms have been signed and included

☒ All information as requested in the Proposer's Qualification Form is included.

☒ Any addenda have been signed and included.

☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

The mailing envelope must be sealed and marked with "RFP 25-PW-07", Proposal Title "DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES" " and November 26, 2024 @ 10:00 am".

☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Tetra Tech, Inc.	2301 Lucien Way, Ste. 120
Company	Address
Authorized Signature	Maitland, FL, 32751
	City, State, Zip Code
Jonathan Burgiel, Business Unit President	(407) 803-2551
Printed Name & Title	Telephone No.
TDR.contracts@tetratech.com	(321) 441-8501
Email	Fax No.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Tetra Tech, Inc.	2301 Lucien Way, Ste. 120
Company	Address
Authorized Signature	Maitland, FL, 32751
	City, State, Zip Code
Jonathan Burgiel, Business Unit President	(407) 803-2551
Printed Name & Title	Telephone No.
TDR.contracts@tetratech.com	(321) 441-8501
Email	Fax No.

State of Florida)
City of Orange)

SUBSCRIBED AND SWORN to before me this 22 day of November, 2024, by Jonathan Burgiel, who is personally known to me to be the Business Unit President for the Firm, OR who produced the following identification: _____.

Notary Public

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

My Commission Expires: 2/9/2027

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
	Please see attached list.	$
		$
		$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Please see attached list.

OTHER INFORMATION ABOUT PROJECTS:

Please see our proposal for detailed project information.

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 939,195 **Total Fees for work done on all City projects**

Please see attached list for project information.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

REFERENCES:
Bank(s) Maintaining Account(s): Wells Fargo Bank, 100 Lakes Drive, Suite 250, West Covina CA 91790

Telephone 626-919-6602

Surety/Underwriter: (if required) N/A

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 58. If firm is a corporation, please list state in which it is incorporated: Delaware. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Tetra Tech, Inc.	2301 Lucien Way, Ste. 120
Company	Address
Authorized Signature	Maitland, FL, 32751
	City, State, Zip Code
Jonathan Burgiel, Business Unit President	(407) 803-2551
Printed Name & Title	Telephone No.
TDR.contracts@tetratech.com	(321) 441-8501
Email	Fax No.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Major Work Presently Under Contract

The table below illustrates Tetra Tech's ongoing projects for similar services within the State of Florida

Estimated Percentage Complete	Client Name	Project	Contract Amount
85%	CITY OF MARIANNA, FLORIDA	Marianna FL TDR PA Appeal	$12,483.00
41%	CITY OF FORT MYERS (2ND STREET)	FT Myers Hurr Helene-Milton GM	$17,582.00
1%	OKEECHOBEE COUNTY	Okeechobee Co. Hurr Milton PA	$4,028.00
27%	CITY OF CLEARWATER	Clearwater Hurr Helen-Miltn PA	$129,620.00
8%	CITY OF SARASOTA	Sarasota Hurr Helene PA Supp	$10,820.00
28%	HILLSBOROUGH COUNTY	Hillsborough Co-Hurr Helene PA	$33,328.00
32%	TARPON SPRINGS CITY OF	Tarpon Springs Hurr Helene PA	$30,300.00
<1%	CITY OF HOLLY HILL	Holly Hill FL Hurr Milton PA	$33,874.80
10%	CITY OF INDIAN ROCKS BEACH	Indian Rock-Hurr Milton-Helene	$23,290.00
39%	CITY OF DUNEDIN	Dunedin Hurr Helene PA Support	$30,845.00
2%	CITY OF SARASOTA	Sarasota Hurr Milton PA Supp	$20,490.00
4%	CITY OF ORANGE CITY	Orange City Hurr Milton PA	$30,165.00
92%	CITY OF SOUTH DAYTONA, FL	S Daytona FL Hurr Ian PA	$166,000.00
97%	VOLUSIA COUNTY SCHOOLS	Volusia Co Schools FL Ian PA	$99,907.50
97%	CITY OF HOLLY HILL	Holly Hill FL Hurr Ian PA	$169,851.31
88%	VOLUSIA COUNTY SCHOOLS	Volusia Co Schools FL Nicole	$29,995.00
42%	CITY OF PANAMA CITY, FLORIDA	Panama City Hurr Michael PA	$14,992.00
48%	CITY OF DUNEDIN	Dunedin, FL Hurr Idalia PA GM	$13,225.00
2%	HILLSBOROUGH COUNTY	Hillsborough Co. Idalia Spt	$36,070.00
3%	HILLSBOROUGH COUNTY	Hillsborough Co. CV19 Spt	$20,830.00
2%	HILLSBOROUGH COUNTY	Hillsborough Co. Ian Spt	$36,070.00
3%	BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY	Pinellas CO Hurr. Ian PA Suppo	$125,000.00
3%	CITY OF OLDSMAR	Oldsmar Hurr Helene-Milton PA	$31,209.80
99%	CITY OF CALLAWAY	Callaway FL Hurr Mich PA Svcs	$1,087,024.00

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

27%	COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS	Collier Co, FL-Hurr Ian DIS #5	$999,985.00
53%	CITY OF CLEARWATER	Clearwater FL-Hurr Idalia DRCS	$169,236.00
92%	CITY OF FORT MYERS (2ND STREET)	FT Myers Hurr Ian Grant Mgmt	$2,411,149.00
70%	SARASOTA CTY SOLID WASTE	Sarasota Co FL Hurr Ian A	$2,852,900.00
68%	SARASOTA COUNTY SHERIFFS OFFICE	Sarasota Co, Sheriff Hurr Ian	$77,970.00
26%	SARASOTA COUNTY, FL	Sarasota Co FL Hurr Milton ROE	$70,000.00
57%	CITY OF EVERGLADES	EvergladesCo. FL-Hurrlan PA-TA	$122,147.00
99%	CITY OF LYNN HAVEN FL	Lynn Haven-PA Consulting, TO1	$2,675,008.95
7%	PASCO COUNTY	Pasco Co FL Hurr Helene PA Sup	$450,000.00
20%	PASCO COUNTY	Pasco Co FL Hurr Milton PA Sup	$250,000.00

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

List of Pending Awards

Tetra Tech has submitted proposals for and is currently a candidate for potential award of the following Florida-based projects similar in scope to the City's requested services:

- **City of Vero Beach:** Disaster Recovery Consulting Services
- **City of Homestead:** Disaster Recovery Management Consulting Services
- **State of Florida Department of Management Services:** Management Consulting Services
- **Pinellas County:** Comprehensive Disaster Recovery and Emergency Management Consulting Services
- **Calhoun County:** Consulting Firm for Financial and Grant Administration for State and Federal Opportunities
- **Highlands County:** Disaster Related Consultant

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Fees for City Projects

The list below illustrates Tetra Tech's fees for work within the past 5 years:

- **Hurricane Milton:** $400,000
- **Hurricane Milton Public Assistance**: $33,875
- **Hurricane Ian Debris:** $505,320

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP 25-PW-07 - "DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES"

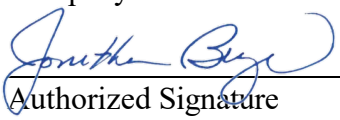
Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP 25-PW-07**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 22 day of November, 2024 in the City of Maitland, in the State of Florida.

Tetra Tech, Inc. Company	2301 Lucien Way, Ste. 120 Address
 Authorized Signature	Maitland, FL, 32751 City, State, Zip Code
Jonathan Burgiel, Business Unit President Printed Name & Title	(407) 803-2551 Telephone No.
TDR.contracts@tetratech.com Email	(321) 441-8501 Fax No.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice required.**

☒ 11. The Certificate must state the **RFP** Number **25-PW-07** and **DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES**

= = = =

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☒ **YES**
☐ **NO**

Tetra Tech, Inc.	2301 Lucien Way, Ste. 120
Company	Address
Authorized Signature	Maitland, FL, 32751
	City, State, Zip Code
Jonathan Burgiel, Business Unit President	(407) 803-2551
Printed Name & Title	Telephone No.
TDR.contracts@tetratech.com	(321) 441-8501
Email	Fax No.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Orange

Jonathan Burgiel
, being first duly sworn, deposes and says that:

He/she is Business Unit President of Tetra Tech, Inc., Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Tetra Tech, Inc.	2301 Lucien Way, Ste. 120
Company	Address
Authorized Signature	Maitland, FL, 32751
	City, State, Zip Code
Jonathan Burgiel, Business Unit President	(407) 803-2551
Printed Name & Title	Telephone No.
TDR.contracts@tetratech.com	(321) 441-8501
Email	Fax No.

Subscribed and sworn to before me this 22 day of November, 2024.

Notary Public
Title

My Commission Expires: 2/9/2027

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

00 48 00

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

ACKNOWLEDGEMENTS
RFP # 25-PW-07
Disaster Cost Recovery and Related Grant and Project Management Services

To: **City of Holly Hill**
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Tetra Tech, Inc.
From: : Insert Information "Contractor"

The Contractor agrees to provide DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES within two **calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

Dated this 22nd **day of** November **(Month)**, 2024 **(Year)**

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (_____) _____ **Fax: (_____)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / Jonathan Burgiel
(Signature) **(Print name)**

Address:
2301 Lucien Way, Ste. 120

Maitland, FL, 32751

Telephone: (407 **)** 803-2551 **Fax: (** 321 **)** 441-8501

Taxpayer Identification Number (TIN/EIN): 95-4148514

State Under Which Corporation Was Chartered:
Delaware

Corporate President: Dan L. Batrack
(Print Name)

Corporate Secretary: Preston Hopson
(Print Name)

Corporate Treasurer: Steven M. Burdick
(Print Name)

CORPORATE SEAL

Attest By: Preston Hopson
Secretary

Signature: _____ **Date:** 11/22/2024

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave Holly Hill, FL 32117

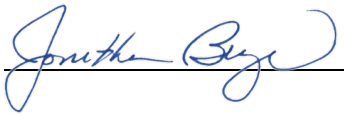
A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Tetra Tech, Inc.

Authorized representative (printed): Jonathan Burgiel

Authorized representative (signature): 

Project Number: **RFP# 25-PW-07**

Date: 11/22/2024

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Callaway, FL
Address: 6601 East Highway 22, Callaway, FL 32404
Point of Contact: Ed Cook
Phone #: (850) 871-6000 Email address: citymanager@cityofcallaway.com
Service(s) Provided: Hurricane Michael Financial Recovery Services
Please see Tab III of our proposal for project details.
Dates of Service: October 2018 – Present

2. Name of Company: City of South Daytona, FL
Address: 1672 S. Ridgewood Avenue, South Daytona, FL 32119
Point of Contact: Jason Oliva
Phone #: (386) 322-3063 Email address: joliva@southdaytona.org
Service(s) Provided: FEMA Public Assistance Grant Management Support
Please see Tab III of our proposal for project details.
Dates of Service: October 2022 – Present

3. Name of Company: City of Lynn Haven, FL
Address: 825 Ohio Avenue, Lynn Haven, FL 32444
Point of Contact: Vickie Gainer
Phone #: (850) 890-7712 Email address: vgainer@cityoflynnhaven.com
Service(s) Provided: Disaster Recovery Consulting Services for Hurricane Michael
Please see Tab III of our proposal for project details.
Dates of Service: October 2018 - Present

4. Name of Company: City of Orange City, FL
Address 205 E Graves Ave, Orange City, FL 32763
Point of Contact: Devlin Moore
Phone # 386-775-5427 Email address: dmoore@orangecityfl.gov
Service(s) Provided: FEMA PA for Hurricanes Ian and Milton
Please see Tab III of our proposal for project details.
Dates of Service: Ian: 2022 – 2023 | Milton: 2024-Ongoing

00 52 00

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

2. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Jonathan Burgiel, Business Unit President
(Print Individual's Name and Title)

for Tetra Tech, Inc.
(Print Name of Entity Submitting Sworn Statement)

whose business is 2301 Lucien Way, Ste. 120, Maitland, FL, 32751

and (if applicable) its Federal Employer Identification Number (FEIN) i
95-4148514

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 22 day of November, 2024.

Personally known X

_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: 2/9/2027

00 47 00-02

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number: 95-4148514

Firm Name: Tetra Tech, Inc.

Mailing Address: 2301 Lucien Way, Ste. 120
Maitland, FL, 32751

Telephone No.: (407) 803-2551 Fax No.: (321) 441-8501

Email Address: TDR.contracts@tetratech.com Web Address: www.tetratech.com

If remittance address is different from the mailing address so indicate below.

Firm Name: Tetra Tech, Inc.

Remittance Address: PO Box 911642

Denver, CO 80291-1642

Submitted by: Tetra Tech, Inc.

Name & Title Printed: Jonathan Burgiel, Business Unit President

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tetra Tech, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3475 East Foothill Boulevard

Requester's name and address (optional)

6 City, state, and ZIP code
Pasadena, CA 91107

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
9	5	-	4	1	4	8	5	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Lisa Ames | **Date ▶** February 7, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Affidavit of E-Verify Requirements Compliance

The Consultant/Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Tetra Tech, Inc.
2301 Lucien Way, Ste. 120, Maitland, FL 32751

Consultant/Contractor Name and Address

Signature

Jonathan Burgiel, Business Unit President

Name and Title

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Tetra Tech (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Company ID Number: 1296212

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Company ID Number: 1296212

Approved by:

Employer Tetra Tech	
Name (Please Type or Print) Michelle L Renta	Title
Signature Electronically Signed	Date 05/03/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/03/2018

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Company ID Number: 1296212

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Tetra Tech
Company Facility Address	2301 Lucien Way Ste 120 Maitland, FL 32751
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	954148514
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	51

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Company ID Number: 1296212

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)	WASHINGTON	1 site(s)
ARKANSAS	1 site(s)	WISCONSIN	1 site(s)
ARIZONA	1 site(s)	WEST VIRGINIA	1 site(s)
CALIFORNIA	1 site(s)	WYOMING	1 site(s)
COLORADO	1 site(s)		
CONNECTICUT	1 site(s)		
DIST OF COL	1 site(s)		
DELAWARE	1 site(s)		
FLORIDA	1 site(s)		
GEORGIA	1 site(s)		
IOWA	1 site(s)		
IDAHO	1 site(s)		
ILLINOIS	1 site(s)		
INDIANA	1 site(s)		
KANSAS	1 site(s)		
KENTUCKY	1 site(s)		
LOUISIANA	1 site(s)		
MASSACHUSETTS	1 site(s)		
MARYLAND	1 site(s)		
MAINE	1 site(s)		
MICHIGAN	1 site(s)		
MINNESOTA	1 site(s)		
MISSOURI	1 site(s)		
MISSISSIPPI	1 site(s)		
MONTANA	1 site(s)		
NORTH CAROLINA	1 site(s)		
NORTH DAKOTA	1 site(s)		
NEBRASKA	1 site(s)		
NEW HAMPSHIRE	1 site(s)		
NEW JERSEY	1 site(s)		
NEW MEXICO	1 site(s)		
NEVADA	1 site(s)		
NEW YORK	1 site(s)		
OHIO	1 site(s)		
OKLAHOMA	1 site(s)		
OREGON	1 site(s)		
PENNSYLVANIA	1 site(s)		
PUERTO RICO	1 site(s)		
RHODE ISLAND	1 site(s)		
SOUTH CAROLINA	1 site(s)		
SOUTH DAKOTA	1 site(s)		
TENNESSEE	1 site(s)		
TEXAS	1 site(s)		
UTAH	1 site(s)		
VIRGINIA	1 site(s)		
VIRGIN ISLANDS	1 site(s)		
VERMONT	1 site(s)		

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Company ID Number: 1296212

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Shannon Stuver
Phone Number	(541) 482 - 8939
Fax Number	
Email Address	Shannon.Stuver@tetratech.com

Name	Diane Stopa
Phone Number	(703) 885 - 5518
Fax Number	
Email Address	Diane.Stopa@tetratech.com

Name	Karen Bollinger
Phone Number	(816) 412 - 1743
Fax Number	
Email Address	Karen.Bollinger@tetratech.com

Name	Danielle De Herrera
Phone Number	(626) 470 - 2419
Fax Number	
Email Address	Danielle.DeHerrera@tetratech.com

Name	Michelle L Renta
Phone Number	(321) 441 - 8507
Fax Number	
Email Address	Michelle.Renta@tetratech.com

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Company ID Number: 1296212

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Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP # 25-PW-07

Disaster Cost Recovery and Related Grant and Project Management Services

OPENING DATE/TIME:
November 26, 2024
by 10:00 a.m.

Tab VII – Price Proposal Form

Tetra Tech has provided the Price Proposal Form immediately following this page.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSAL PRICING FORM

RFP 25-PW-07

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

Please provide fee schedule including the hourly rates for positions required to complete the work as described in this solicitation. Please note that the positions listed are based on prior awards, and are not assumed to be all-inclusive. Addition positions can be written into the spaces provided in the table below

POSITION	HOURLY RATE
PIC/Executive Assistant	$205.00
Project Manager/Principal Consultant	$195.00
Senior Grant Management Consultant	$155.00
Grant Manager Consultant	$135.00
Consultant	$115.00
Senior Analyst	$115.00
Analyst	$95.00
Analytical Aid	$85.00
Administrative Assistant	$65.00
Subject Matter Expert	$245.00
Senior Engineer	$175.00
Engineer	$145.00

The above referenced hourly rates are inclusive of overhead, profit, direct and general & administrative expenses. If travel is required, consultant must seek written approval from the City of Holly Hill before reimbursement can be made.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.



Authorized Signature

Jonathan Burgiel, Business Unit President
Printed Name & Title

Tetra Tech, Inc.
Company

11/22/2024
Date

2301 Lucien Way, Ste. 120
Address

Maitland, FL, 32751
City, State, Zip Code

(407) 803-2551
Telephone No.

TDR.contracts@tetratech.com
Email Address

00 30 00

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tab VIII. Technical Approach

Overview of Approach

Tetra Tech's singular focus for the City of Holly Hill is to provide best-in-class federal grant program management expertise and disaster recovery support. From events like hurricanes which threaten health, safety, and property, to a disaster such as the COVID-19 pandemic which impacts the everyday lives of all City residents, Tetra Tech will provide post-disaster, grant and financial management services that are scalable to the City's needs. The Tetra Tech team will work side-by-side with the City to deliver on our promise throughout recovery.

Due to our team's extensive and broad-based disaster recovery and grant program management experience, Tetra Tech has the necessary expertise to provide technical services to the City to assist with the development and implementation of disaster recovery projects. The Tetra Tech team provides the City with utmost federal grant program subject matter expertise and transparency into project operations to deliver a model program. We look forward to working side-by-side with the City from project formulation through grant administration and closeout to expedite the City's disaster recovery initiatives.

It is crucial that the City selects a trusted partner with expertise and capacity to execute the requested services efficiently and cost effectively.

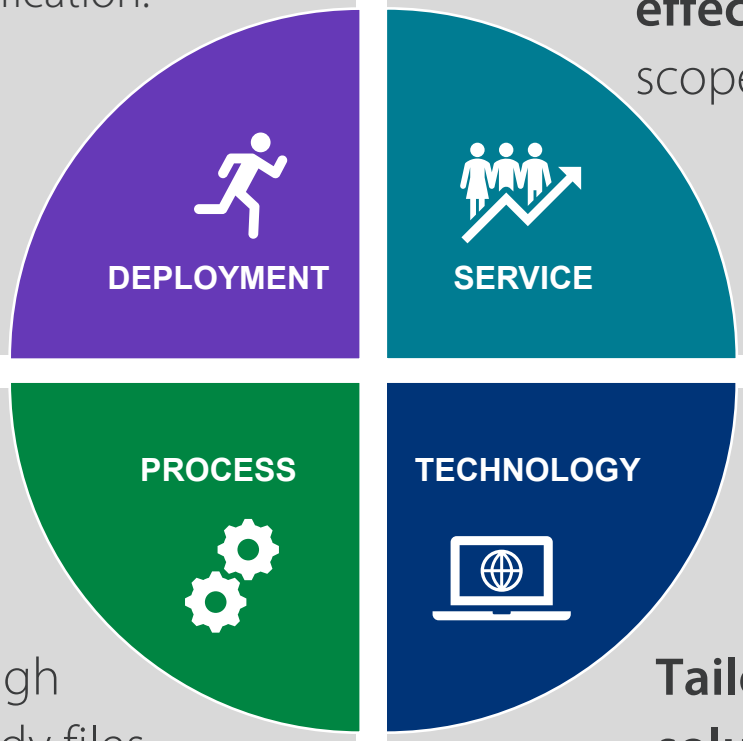
The solutions detailed in this proposal are designed to leverage Tetra Tech's proven expertise in deployment, processes, service, and technology to deliver the requested services.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Project Delivery Strategy

Tetra Tech is recognized for our ability to rapidly respond following a disaster. We can provide staff on-site within **48-72 hours** of notification.

Our solutions are built on experiences from o current work with the City to **efficiently and effectively deliver** the scope of work.



We will deliver high quality, audit-ready files to **quickly secure, disburse, and retain funding.**

Tailored technology solutions drive efficiency and accurac throughout the proje lifecycle.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Rapid Deployment

Our project team is prepared to mobilize immediately to begin scope of work preparation. We have prepared a qualified and dedicated team of experienced project managers and subject matter experts for this critical project.

- ✓ Local office locations
- ✓ Qualified experts
- ✓ Digital collaboration

We have used these staffing and mobilization tools to support more than **$51 billion of post-disaster service contracts including COVID-19 recovery projects and activities.** Our goal is to support the City in its time of need with the right staff, at the right time, for the right amount of time. We will rapidly mobilize resources in the pre-funding support activities to begin application development for disaster recovery projects. With **an office in nearby Miami and an additional 21 offices throughout the State of Florida**, the City gains access to additional local resources as response needs fluctuate.

Service

Tetra Tech's methodology includes a team of committed experts. Our service model is designed to efficiently and effectively meet the City's needs. We ensure that the City has the capacity to manage federal grant requirements to reduce risk and facilitate timely expenditure of grant funds by prioritizing compliance, advocacy, and customer service.

- ✓ Data-driven staffing
- ✓ Reduced costs
- ✓ Expedited funding
- ✓ Individual service
- ✓ Program compliance
- ✓ Clear communication
- ✓ Proven responsiveness

Tetra Tech's proven methodologies for assisting clients after large disasters integrate data-driven staffing ratios to reduce costs and expedite recovery programs. For the City, this includes an **adaptive staffing model** based on the stage of project application, funding approval, or implementation. This methodology emphasizes advocacy and compliance, meaning that our team promptly and thoroughly supports the City throughout the disaster lifecycle. This staffing philosophy is designed to ensure agile responsiveness to the City's needs.

Process

Our federal grant program management methodology sets the standard for client service and engagement across the disaster recovery and mitigation industry. Our approach is informed by direct experience with the City and federal agency policies, systems, and tools assisting subrecipients after large disasters.

- ✓ Audit-ready files
- ✓ 1:1 engagement
- ✓ Federal compliance
- ✓ Risk assessment

We deliver high quality, audit-ready files to allow the City to not only quickly implement its grant-funded programs but, more importantly, ensure the funding is retained. Our methodology emphasizes community outreach, advocacy, and federal compliance, meaning that our team aims to integrate seamlessly with other contractors and City staff. This project philosophy ensures clear communication for all stakeholders and agile responsiveness to our clients and their constituents.

Technology

Tetra Tech's scalable technologies streamline the grant management process. Our *RecoveryTrac*™ suite is a fully featured disaster and grant management application designed to address the needs of grant managers, clients, and subrecipients. This robust software tracks all phases of the grant cycle, including enrollment, data intake, approval, payment, and closeout. Our *RecoveryTrac*™ software provides cloud-based data management and analytics for documentation, processing, and submittal, as well as real-time tracking of damage assessments, site visits, inspections, and any other identified data need. We will utilize our extensive *RecoveryTrac*™ technology to intake, track, and organize project documentation and materials.

- ✓ Cloud-based data management
- ✓ Easy to use web interface
- ✓ Information intake
- ✓ Documentation retention
- ✓ Quantitative and qualitative data capture

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Response to Scope of Services

Our firm is committed to fulfilling the primary mission to help the City recover from disasters. We are prepared to lead the City's effort by leveraging federal funds to deliver a comprehensive disaster grant management program.

Our approach takes input from the community and applies best practices from across the nation. This approach is based on more than $51 billion of disaster grant funding experience and decades of individual staff experience working with clients across the U.S. to maximize reimbursement and obtain available disaster-related funding from federal funding sources, including the FEMA, FHWA, USACE, and the U.S. Department of Agriculture (USDA) NRCS. Our services will include:

- Program Design
- Technical Assistance
- Grant Identification
- Documentation Support
- Compliance
- Pre-Audit and Audit Support
- Eligibility assessments
- Financial Management
- Subrecipient Management
- Communications
- Reporting
- Executive Briefings
- Inter-Departmental Coordination

In addition, Tetra Tech offers the City the most comprehensive set of additional services of any firm in the emergency response industry. Included below is a summary of the services offered by Tetra Tech and teaming partners that may be needed in the event of a disaster response.

- Strategic planning/action planning
- Subrecipient grant management
- Program management
- Emergency response planning
- Emergency Operations Center (EOC) staff augmentation
- Call center, logistic, and communication support
- Field data collection and reporting (dashboards)
- Air quality evaluation and testing
- Construction management services
- Continuity of operations staffing for critical infrastructure

Prioritizing Recovery Projects

Following catastrophic disasters, Tetra Tech has assisted clients throughout the country in managing recovery operations from end to end. We understand how important it is to align recovery projects with the mission and vision of the community and to prioritize projects that support the community's goals and objectives. We want to ensure the City not only recovers from a disaster, but also maximizes opportunities to build back stronger. This requires coordination with key stakeholders to assess and address the following elements of community resilience as identified in the NDR Framework.

Grant and FEMA Project Worksheet Preparation

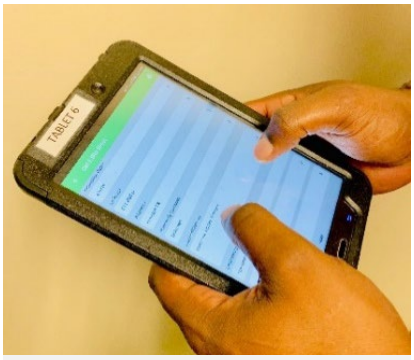
On-Site Inspections and Damage Assessments

Federal disaster programs require the City to demonstrate that certain damage thresholds have been met. The speed with which the City can document, gather, consolidate, and submit damage estimates to FEMA determines how quickly disaster assistance is provided. Tetra Tech can provide immediate support to expand the City's ability to conduct Preliminary Damage Assessments (PDAs).

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tetra Tech has performed PDAs for clients in the states of Texas, South Carolina, Florida, North Carolina, Connecticut, and Puerto Rico in the last three years alone. We have standardized methodologies and our *RecoveryTrac*™ tablet and mobile device software system can be used by Tetra Tech or loaded on the City's devices to collect uniform PDA data quickly and efficiently.

The Tetra Tech team has established SOPs for PA support developed over hundreds of past projects under the old and new delivery models. **The SOPs have been recently updated for the latest version of the FEMA GrantsPortal system.** When developing PWs and versions, Tetra Tech will use these SOPs to incorporate accurate scopes of work, damage descriptions, and cost estimates. The draft PW will take advantage of site visits performed by Tetra Tech cost estimators and PA technical staff, including photography of the damaged assets collected in *RecoveryTrac*™, Tetra Tech's Android-based PA project and information tracking tool.



RecoveryTrac™ software will document and report on project progress in the field during damage assessments through Site Inspections

Tetra Tech staff will be available to perform damage assessments and site visits to damaged assets (with the prior approval of the City) to capture certain critical information using Tetra Tech's, *RecoveryTrac*™ system. Information to be collected would include the following:

- Digital photographs and video of the damage site
- Address and GPS coordinates of the damaged site
- Brief narrative of the damage observed
- Document assumptions being made with respect to repair or replacement

Project Worksheets

Tetra Tech is prepared to assist the City in all levels of Project Worksheet (PW) development. Tetra Tech will assist in all phases of PW development including, but not limited to, the following phases of PW development and monitoring:

- Sites visits to damaged sites
- DDD development
- Cost Estimates
- Engineering reviews (if applicable)
- Environmental reviews
- Historic preservations reviews
- Insurance subrogation
- Negotiations with FEMA on project scope and costs
- Responding to FEMA RFIs
- Interim and final inspections
- Audit support
- Appeals support

Our team is adept at assisting in packaging documentation for submission including but not limited to:

- Timesheets
- Activity Logs
- Cost Summary Sheets
- Insurance Policies
- Procurement Policies
- Pay Policies
- Fringe Benefits
- Invoices
- Proof of Payment
- Narratives to Support Eligibility
- Labor Contracts
- Pay Stubs

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tetra Tech and our project team have significant experience supporting clients in performing cost analyses. With over 27,000 technical specialists and engineers and multiple offices throughout Florida, Tetra Tech will support the City in any of its PW development and forensic needs. ***Tetra Tech's PA SOPs reflect requirements of formulating PWs within the Grants Portal system and following FEMA's Streamlined Process for COVID-19 Disaster.***

In the preparation phase of the PW (e.g., Project Formulation), Tetra Tech will identify the project category (A-G), determine if it is a large or small project, whether it is work to be completed or work completed, and ultimately draft the scope of work for the project.

Following Hurricanes Matthew, Harvey, and Irma, the Tetra Tech Team was able to provide eligible costs and documentation to write the PWs using ***RecoveryTrac*™,resulting in identifying 25% more damage than FEMA.**

Spotlight On: FEMA PA Small Project Threshold Revisions

On August 3, 2022, FEMA's small project threshold significantly increased from $139,800 to $1 million. On January 6, 2023, FEMA announced the Public Assistance Simplified Procedures Policy # FP-104-23-001. **Specifically, the policy reduces the documentation burden for eligible facilities, work, and costs for small projects.**

According to the new policy, FEMA will now accept Applicants' certified estimates and summary information for costs under simplified procedures. FEMA will also accept the Applicants' certifications for damage and work rather than requiring detailed documentation. This policy does not necessarily mean that projects will be paid and closed out quicker in all States, Tribes and Territories, unless changes to the Administrative Plan occur (FEMA requires annual updates to the Admin Plans) and will likely result in increased administrative costs for recipients and subrecipients depending on who pays the non-federal cost share.

It is our understanding that the goals of this policy are to reduce administrative burdens and costs, and to accelerate the reimbursement process and the closeout procedures, however, there are increased responsibilities and administrative burdens regarding project documentation reviews, and project closeout requirements upon the Recipients. In addition, if a project cost estimate is underwritten, many small subrecipients may not have the funds to complete the recovery project and run the risk of paying for a higher cost share. All recipients will now assume greater risk when advancing FEMA project funds. De-obligation risk is also higher now for all subrecipients. **Tetra Tech will focus on formulating accurate cost estimates quickly while reducing the risk for potential cost overruns on all small projects.**

Our subrecipients and our local level clients have a deeper "bench" of technical support compared to our competitors, i.e., the utilization of our engineering and technology Subject Matter Experts within our company will assist with formulating accurate costs estimates quickly and accurately.

Identifying Improved or Alternate Projects

Identifying Additional Funding Sources

Tetra Tech has a long history working with subrecipients to identify alternative funding sources. We understand how federal funding sources can work in concert to reduce local financial impacts to the City, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) and State-level funding such as Senate Bill 7 – Local Cost Share assistance. For those projects that may require a local funding component, we will work with the Finance Department and departmental representative to identify and apply for this assistance, working this into cash flow projections and final cost calculations.

Our team members have decades of experience working within HUD's CDBG program eligibility framework, successfully leveraging public funds for our clients. We work with jurisdictions to develop action plans, complete applications, and identify, evaluate, and prioritize recovery projects, focusing on HUD eligibility. The Tetra Tech team has worked with dozens of communities across the nation to ensure that HUD-funded recovery programs are launched and implemented with long-term sustainability, risk reduction and elimination, and community safety and resiliency in mind.

For projects with multiple sources of funding, such as FEMA Public Assistance, our team has helped coordinate project details and separate the scopes of work for the different funding sources in the grant documentation. This tracking helps prevent the duplication of benefits, facilitates the invoicing process, and maximizes the available match funding. Our team is familiar with calculating duplication of benefits in accordance with the Stafford Act for subrecipients of HUD housing funds and for infrastructure and public facilities projects. We verify duplication of benefits by researching funding source databases, insurance documentation, and researching other available funding sources.

Throughout the recovery process, Tetra Tech identifies and clarifies required project cost share match provided by HUD for use on FEMA Public Assistance and Hazard Mitigation Projects. In a gargantuan effort, Tetra Tech staff is currently supporting the tracking and reconciliation of the CDBG-DR matching funds provided to Puerto Rico for Hurricane Maria. Our staff has reviewed thousands of individual projects to ensure compliance with the match requirements using the global match concept as a guide.

Tracking and Reconciliation

The Tetra Tech team is equipped with a deep bench of engineers and professionals with a vast array of project cost estimation experience across many different project types. This will assure the City that stated project costs are defensible under the grant program targeted for a project. This includes design/engineering, mobilization, construction, project management, and administration costs.

Tetra Tech has supported communities in both blue-sky and post-disaster scenarios to identify projects and align the best funding sources (federal, state, regional, local, and private) for implementation to ensure our clients achieve their resilience goals. This involves identifying funding sources at the planning stage, but further evaluating the project scope against each grant's technical and qualitative criteria to ensure competitive.

Tetra Tech has developed a Project Evaluation Tool to screen projects against the FEMA Notice of Funding Opportunity evaluation criteria listed for BRIC and FMA. It enables the user to enter in their projects using an electronic form with simple yes/no questions and additional minimal information. The tool calculates a score per project; the higher the score, the more competitive the project is under the grant program. This powerful analysis allows departments to compare multiple projects across the same funding program and assist with selecting which project is best to advance to the application phase. This tool may be offered to the City to assist with project identification and alignment with potential funding sources; it may also assist with prioritization which projects to apply for FEMA funding.

Refer to the table below for a few project examples that summarize our experience developing a project budget and aligning with funding sources.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Example Experience Developing Project Budgets and Aligning Funding Sources

Project	Description
Floodwall Project for Redhook, NY	The floodwall project in Redhook is a $150 million project funded under HMGP and it will protect over 1,400 structures. Tetra Tech prepared the phase 1 BCA and will be completing phase 2 BCA when engineering and design are approved by FEMA.
Lake Houston Dam Flow Control Gates, Houston, TX	The Lake Houston Dam Flood Control Gates project is a $37 Million project funded under HMGP that will protect over 3,500 structures. Tetra Tech prepared the phase 1 BCA and will be completing phase 2 BCA when engineering and design are approved by FEMA.
City of Pasadena, TX Stormwater project	The City of Pasadena stormwater project is a $150 Million project funded under HMGP that will protect impact over 2,900 structures. Tetra Tech prepared the phase 1 BCA and will be completing phase 2 BCA when engineering and design are approved by FEMA.

Maximizing Federal Funding

We understand how federal funding sources can work "in concert" to reduce local financial impacts to the City, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) or American Rescue Plan Act (ARPA). For those projects that may require a local funding component, we will work with the City and its representatives to identify and apply for innovative sources of assistance, working this into cash flow projections and final cost calculations.

Whether it is analyzing thousands of labor records, assessing the plans to make emergency purchases, identifying mitigation measures to protect damaged assets, or designing a multi-billion-dollar COVID-19 economic recovery program, the Tetra Tech team has unparalleled expertise the City may need to support its recovery efforts. Tetra Tech will work closely with the City from the beginning of our engagement to understand the project status, scope, and goals to determine the best course of action.

Tetra Tech has assisted clients throughout the country following catastrophic disasters manage recovery operations from end to end. The Tetra Tech team's primary mission is to aid the City with eligibility, administration, and compliance issues surrounding federal funding allocations. As grant programs and City needs evolve and new program requirements and guidance are released, we serve as a trusted advisor to modify programmatic SOPs and other procedures to mitigate risk of noncompliance.

The Tetra Tech team has a deep pool of policy and regulatory experts and can provide answers to the most complex regulatory questions. Tetra Tech provides valuable insights for our clients as they navigate Federal program implementation. As indicated by our qualifications, Tetra Tech provides consulting services for government programs across the United States mainland, Puerto Rico, and the Virgin Islands, including FEMA PA, FEMA IA, FEMA HMGP, CDBG-CV, CDBG-DR, CDBG-MIT, HOME, FEMA, Treasury programs, and many others. Our team approaches policies and regulation questions with a thoughtful, collaborative process that produces sound results that the City can use to navigate the regulations and policies for tracking costs for programs pursued through this contract.

Tetra Tech has Federal Policy Groups composed of subject matter experts focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. New information is frequently being released by the federal government in the way of additional funding,

Tetra Tech is a **turnkey provider** that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have decades of experience in upholding regulatory compliance, which is imperative for large, complex programs that implement innovative concepts for whole community recovery.

As a **full-service engineering firm with expertise in federal grant compliance,** Tetra Tech is able to support development, design, prioritization, delivery, and closeout of a wide range of projects, from infrastructure engineering to disaster debris monitoring.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

guidance documents, and Frequently Asked Questions (FAQ), and our team is immediately primed to analyze and report on impacts to our clients' programs.

Tetra Tech develops recovery project spending projections and maintains an overarching expenditure dashboard to establish a basis to monitor expenditures and establish cost controls. These actions work toward mitigating the risk of unanticipated shortfalls in cash flow, provide a method for allocating grant expenditures, monitor and track to reduce duplication of benefits, and can forecast potential grant award amounts. In addition, we have assisted our clients with financial controls for requests for reimbursement and state audits as well as Office of Inspector General (OIG) capacity audits.

Federal Regulations Related to Disbursements for Disaster Recovery Operations

Government Accountability Office (GAO) Regulations	2 CFR 200	Single Audit Act and Audit-Related Guidance for Entities Receiving FEMA PA Funds	OMB Memorandums
OMB Disaster Relief Guidance	Davis-Bacon Act	FHWA Form 1273	Federal Accounting Standards Advisory Board (FASAB)
Generally Accepted Government Auditing Standards (GAGAS or Yellow Book)	American Institute of Certified Public Accounts (AICPA)	Cost Accounting Standards (CAS)	Federal Acquisition Regulation (FAR)
FEMA Public Assistance Program and Policy Guides (PAPPGs)	HUD CDBG-DR Administrative Manual	44 Code of Federal Regulations (CFR) – Various Sections	Robert T. Stafford Disaster Relief & Emergency Assistance Act
FHWA-ER Manual (2012)	OMB Updates to Federal Procurement Regulations	Sandy Recovery Improvement Act (SRIA)	Section 428 – Alternative Procedures Pilot Program (Debris Removal)

Along with the FEMA Public Assistance Program and Policy Guides (PAPPGs), other policies and guidance we track are:

- Procurement Under Grants Training | FEMA.gov
- Audit-Related Guidance for Entities Receiving FEMA Public Assistance Funds
- Mass Care/Emergency Assistance Pandemic Planning Considerations
- 2022 PA Simplification Memos
- Crisis Counseling Program
- FEMA Building Codes Strategy
- FEMA Flood Risk Management
- Fire Management Assistance Grants (FMAG)
- NEPA and Section 106 EHP
- PDAT and Procurement Guide and PDAT Contract Provisions
- FEMA 90/10 Cost Share Adjustments
- FEMA_Advisory_FEMA_Increases_Public_Assistance_Small_Project_Maximum_to_$1Million
- FEMA_New-recipients-of-disaster-grants-guide_2019
- Simplified Procedures Final Rule - Memo 08.03.2022
- The National Defense Authorization Act (NDAA) with prohibitions on grant funding made on August 18, 2020.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tetra Tech works directly with our clients to identify and scope projects during the planning phase, align with competitive funding, conduct conceptual design and engineering during grant development, to full cost estimating and engineering for implementation.

Tetra Tech's Top 10: Maximizing Federal Grant Funding

1	Prepare a comprehensive **plan.**	Maintain a comprehensive disaster recovery plan that outlines the process for applying for federal funding, as well as the roles and responsibilities of state and local agencies, and other stakeholders.
2	**Coordinate** effectively with federal agencies.	Establish a strong working relationship with federal agencies, such as FEMA and HUD, to ensure that they are aware of the City's needs and are familiar with the City's recovery plans.
3	Use all available **resources.**	Make use of all available resources, including federal grants, low-interest loans, and other forms of assistance, to maximize funding and minimize impacts on affected communities.
4	Be ready to provide **documentation.**	Be prepared to provide the necessary documentation, such as damage assessments and cost estimates, to support funding requests through federal grant programs.
5	Be proactive in identifying **unmet needs.**	Actively identify unmet needs in affected communities and work with federal agencies to secure additional funding to address those needs.
6	Be **transparent** and accountable.	Be transparent and accountable in the use of federal funds, and provide regular updates on the use of funds and the progress of recovery efforts to the general public.
7	Maintain a focus on **timelines.**	Timeline and deadline management are critical in ensuring that the City's needs are met and that the City is in compliance with federal regulations.
8	Leverage in-state and **local expertise.**	Leverage in-state and local expertise to identify and prioritize the most critical recovery needs, and to develop and implement plans that will help to minimize the impact of future disasters and promote long-term recovery and resilience.
9	**Engage** the affected communities.	Involve the affected communities in the recovery process by keeping them informed and engaged throughout the process.
10	Partner with **experts.**	Partner with a disaster recovery consultant like Tetra Tech to have expert guidance in maximizing the federal funding available and prioritizing recovery projects across all grant programs.

Developing Hazard Mitigation Proposals

Assist with the Development of Solicitations for Professional Services

Our approach to solicitation development is tailored to meet the unique requirements of mitigation programs, with an understanding of common professional services that are solicited to support HMA initiatives, such as engineering, community planning and development, architectural services, legal and regulatory compliance services, geotechnical and hydrological services, public outreach, and technology.

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We begin with solicitation planning to understand the requirements and objectives of the project to inform precise solicitation documents. We collaborate with relevant stakeholders to gather input and align the solicitation with the targeted need for professional services. Next, we will work closely with the City to define a clear and comprehensive scope of work to be included in the solicitation. Solicitation documents will clearly outline technical requirements to guide potential proposers in their submissions, while also establishing transparent and objective evaluation criteria to facilitate the selection process.

Assist with Contracting for Professional Services

As part of our FEMA HMA work, we have provided procurement assistance, contractor management, and additional services to our clients. The development of clear scopes of work and contractor expectations are critical to a robust contracting and procurement process. Contracts resulting from open market, compliant procurements are beneficial to the City in that not only the best contractors are chosen for the work to be performed, but also prices paid for those services are defensible and driven by compliant procurement methods. We will not just help the City "check boxes" but follow a process the creates the best results for the City.

Assist with Bid Process and Award for Construction Services

The approach for professional services tracks what will also be provided for construction services. In addition to clear scopes and contractor expectations, as apart of construction services bids, timeframes, milestones and deliverables that track to the City's expectations will be laid out. The construction services described in the bid documents created will directly tie to the project scope and expectations of the City. The Tetra Tech team's experience with construction projects and with HMGP grants will be applied to the project management and closeout phases of the projects. Tetra Tech will provide final review of construction documents and as-builts to verify that the proposed project benefits were achieved to reduce flooding and other identified risks.

Data Capture and Contractor Oversight

We will assist the City through federal, state, or other agency guidelines to capture of relevant data related to procured goods and services. Our approach includes providing rigorous oversight of contractor contracts and billing, ensuring all costs eligible for grant funding are reasonable, documented, and claimed. Tetra Tech's team will implement advanced monitoring tools and practices to oversee contractor performance, ensuring compliance with project specifications and financial integrity.

Identifying, Developing, and Evaluating Hazard Mitigation Projects

Monitor for Release of Funding Opportunity Announcements

Tetra Tech will work to understand your needs and then investigate all grant funding sources available under HMA programs (and elsewhere) for proposed projects. While HMA is an excellent resource for Mitigation project funding, it may not always be the best resource. Our ability to interpret programmatic processes, policies, and procedures can help the City staff understand where best to pursue funding for projects that protect personal property and critical city resources. Our team will identify leveraging opportunities to match projects with the most relevant funding sources. Demonstrating in-depth knowledge of HMA program activities along with the ever-widening landscape of resilience, adaptation and mitigation funding solutions, we will verify the City has access to the full spectrum of available resources, maximizing potential funding and project scope.

Aligning Funding Sources

Tetra Tech's technical approach to delivering the services requested by the City is holistic, strategic, and tailored to meet the specific needs and challenges of the HMA projects. Our commitment to compliance, efficiency, and collaboration means that we will achieve the best possible outcomes for the City, contributing significantly to its resilience and disaster mitigation efforts.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Preparation of Federal Forms

Our experts will prepare comprehensive, fully documented FEMA HMA project subapplications, including project budget preparation, detailed scope of work documents, benefit-cost analysis, environmental historic preservation documents, and milestone schedules. Tetra Tech's meticulous approach correlates that each application is not only compliant but also strategically crafted to highlight the project's value and feasibility, enhancing its chances for approval and reducing the amount of Request For Information (RFI) while reducing the need to challenge and advocate.

Did You Know?

Our team has successfully worked with the City of Houston on the Flood Mitigation Assistance (FMA) grant over the last two years alone to obtain $38.9M in federal funding for Home Elevation grants. This unprecedented commitment by the City and the Tetra Tech team contributed to over 100 homeowners in the floodplain to elevate their homes out of harm's way.

Development of Application Narratives, including Budget

Tetra Tech is prepared to assist the City with the development of both infrastructure and residential mitigation projects, as well as any other eligible project types identified and prioritized by the City. We will support grant application design and intake of required property-specific information and necessary forms, including a voluntary participation notice, submission of environmental and historical compliance information, individual property maps and photos, and submission of the City's grants for consideration by the FDEM/FEMA.

Tetra Tech will assist the City departments during the application phase to scope innovative project ideas. This includes exploring advancements in power supply, infrastructure retrofits, green infrastructure, nature-based solutions (NBS), coastal restoration, building retrofits, and community flood mitigation techniques. Our team's expertise in cutting-edge mitigation solutions will provide the City with a portfolio of project options that are not only innovative but also practical and impactful.

Tetra Tech works directly with our clients to identify and scope projects during the planning phase, align with competitive funding, conduct conceptual design and engineering during grant development, to full cost estimating and engineering for implementation.

Engineering and Design Coordination

We will coordinate and interface with engineering and design efforts so that facilities and infrastructure projects comply with FEMA eligibility, cost-effectiveness, and reasonableness determinations. With changes across the landscape of federal programs that impact minimum design criteria on critical asset mitigation along with non-structural mitigation projects, our team of professionals keeps abreast of the latest trends, proposed rule changes and technical bulletins. With potential impacts to current projects thanks to updates to the Federal Flood Risk Minimum Standard (FFRMS) and Housing and Urban Development's (HUD) changes to base flood elevation (BFE) requirements and open space foundation requirements for insured or subsidized structures, the City needs a trusted advisor that understands the dizzying landscape of changing rules and regulations. Tetra Tech is that advisor. In the process, the City's ability to rely on our team's expertise can help provide continual, comprehensive programmatic compliance based on applicable codes and standards.

Tetra Tech will provide oversight of mitigation projects so all work complies with the applicable scope of work and related FEMA HMA grant requirements and guidelines, ensuring project success from conception through completion.

Development of Attachments

Our team will develop all necessary attachments for successful submission of project subapplications. These include-but are not limited to-subreceipient management cost narratives, cost-estimates which include budget line-item narratives, Pre-Award supporting documentation, funds commitment letters (FCLs), Letters of No Objection (LONOs) and Standard Form 424s (SF 424s) as needed and appropriate.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Submission through Appropriate Online Platform(s)

We will set up a schedule to confirm complete and timely submissions of the draft, final draft, and complete grant package prior to grant submission deadline. We typically use Microsoft Teams or a similar platform and set up a dashboard to manage tasks and subtasks and assign task/subtask leads with associated deadlines for visibility and accountability so we remain on schedule.

Monitor for Requests for Information

Once submitted to FEMA, Tetra Tech is available to provide technical assistance and continue to work to resolve any RFI. After RFI review, our technical team will schedule a meeting with the City to establish a path forward to address each additional request or clarification. Tetra Tech will draft a response to the RFI clearly outlining the requested information and supporting documentation, as needed, to meet FEMA requests.

Tetra Tech's approach to RFI resolution is multifaceted and depends on the nature of the RFI. We know that not all RFIs are created equal. Initially, our team's Program Manager or Principal will review the nature of the RFI to determine the validity of the RFI. If advocacy or explanation is needed, we will engage in real time to address concerns with the applicant or FEMA.

Depending on the specific issues relating to the RFI, Tetra Tech will assign the issue to the specialist most familiar with the RFI. Meaning, if an RFI strictly refers to changes in the Scope of Work, a Hazard Mitigation (HM) Specialist will address the RFI within one business day. If the RFI includes both programmatic and benefit cost analysis (BCA) related RFIs and is larger in scope, our HM Specialists will work simultaneously with our BCA specialists in order to resolve RFIs efficiently and effectively. Likewise, if there's an issue with a map or other supporting documentation, Tetra Tech can engage GIS staff to address and resolve RFIs as well.

For comprehensive RFIs, a single, comprehensive response will be submitted through the City to either the State of Florida via FDEM or FEMA Region 4, depending on the source of the RFI itself. This approach reduces e-mail traffic and the potential for communication issues. Likewise, it creates a single point of contact for reference between the City and State which creates less opportunity for error and increases efficiency of workflows.

Under the direction of the Program Manager and Principal, all of our specialists across the spectrum of HMA will work concurrently to resolve RFIs with a goal of comprehensive resolution.

Application Revisions as Required

Tetra Tech has submitted hundreds of HMA subapplications for clients engaged at both the applicant and subapplicant level. We understand that changes can and do happen. Priorities can change, and risks can shift quickly. Our team of experienced hazard mitigation grant professionals is familiar with the process of updating and revising project subapplications as needed. Working with the City at each step of the project scoping process will allow us to adjust to these changes and shifts.

Our process includes continuous monitoring and stakeholder engagement, which means that when the need arises, we are able to adjust to those needs on the fly in near real-time, whether those needs arise as the result of City, State, or Federal requests or needs.

Execution of Subgrantee Agreement

We understand Subgrantee Agreements (SGAs). Many of our team have worked not only in the consulting space, but at the applicant level as well, meaning we have written SGAs, conducted SGA meetings with stakeholders just like the City, and verified the signatories of these agreements followed the requirements.

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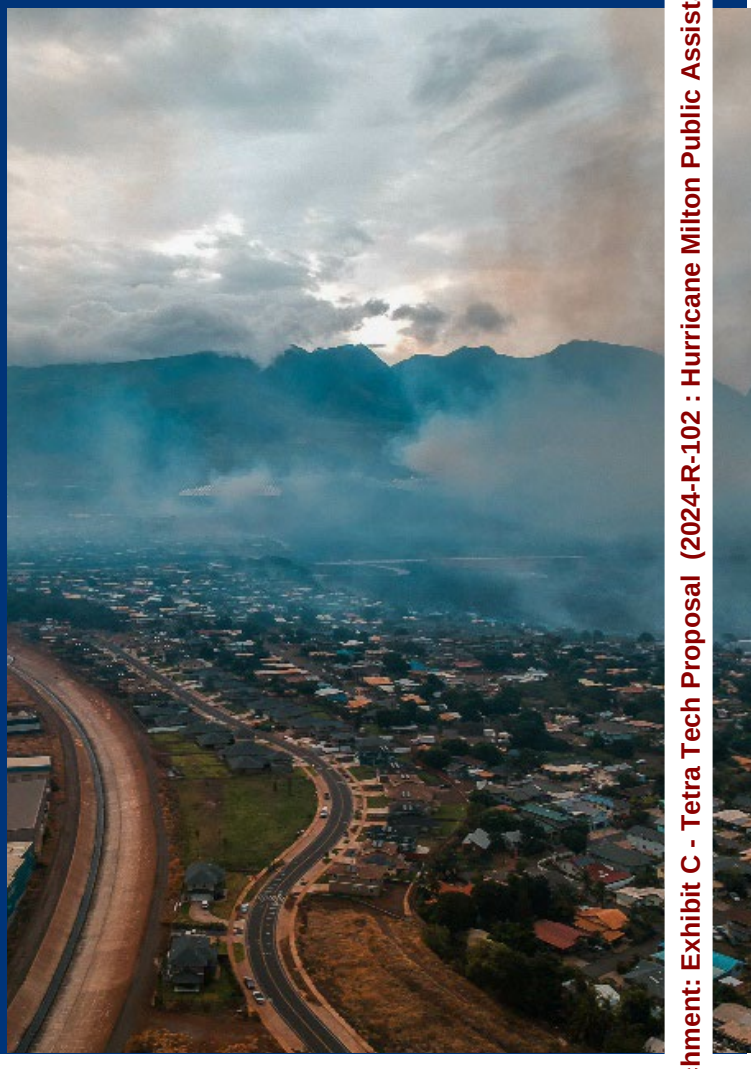
Following a disaster of a large magnitude, the City will expect to be **recovering for years to come.**

Our approach helps clients to identify methods for best organizing government agencies, service providers, faith-based organizations, and community influencers so that efforts are not duplicated, and resources can be shared in a way that is equitable to the community. Our team includes engagement specialists and planners who understand the challenges of engaging and communicating with target audiences, often with specific cultural, socioeconomic, religious, or language nuances. Making sure that stakeholders and the community are actively engaged in the planning process not only ensures that their needs and concerns are addressed but also shows them that their input is valued.

Spotlight On: County of Maui, Hawai'i

In support of the County of Maui following the Lahaina Wildfires in August 2023, Tetra Tech has worked to develop long-term recovery strategies that meet the unique nature of the County's needs. Our team has developed a web-based reporting structure that allows Recovery Support Sections (RSF) to maintain a dashboard of current and planned recovery projects for their RSF. This dashboard is housed in a collaborative space that allows cross collaboration to foster organically while providing a centralized location of information to generate executive-level reporting. Through our experience in long-term recovery planning, we have led a multi-agency coordination team developing a housing plan for Maui that meets the needs of the housing crisis formed in the aftermath of the fire.

Our priority is to advise recovery project development that is creative in addressing the need while preserving the possibility to leverage available federal funding sources to mitigate cost impacts to our clients.



Identifying Cost-Effective Mitigation Measures

Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients. Tetra Tech has far-reaching experience in assisting clients in post-disaster grant application, administration, program management, and project delivery, including direct experience with all funding categories of

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the FEMA PA Program. Our team has extensive experience assisting local and state governments with navigating this process and works with officials to properly manage and document work that is eligible for federal funding through FEMA programs. Our experience supporting clients with FEMA programs includes:

- FEMA PA Program
- Section 406 mitigation and Section 428 alternative procedures program
- FEMA Hazard Mitigation Grant Program (HMGP)
- Section 404 mitigation
- FEMA Individual Assistance (IA) Program
- FEMA Flood Mitigation Assistance Program (FMA)

Disaster Recovery Service Plan



Tetra Tech's grant administrators document eligible work and organize such documentation in an audit-ready format for future review. This includes guidance requiring that subrecipients monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. This includes applicable local ordinances, state and federal laws, federal regulations such as 2 CFR 200, and other Federal grant requirements.

Our team will deliver a program that can guide the County through the cost reimbursement cycle. Tetra Tech will employ its time-tested, four-step CASE Management Approach to the federal grant program.

Step 1 - Collect the Data.

The biggest challenge we face is obtaining necessary data quickly and completely. We have found time and time again that our ability to work together to collect the data upfront will lead to success as we monitor the City's spending and build reimbursement documentation. We employ a number of methods to collect, store, and report data, including rapid and detailed program assessments, one-on-one meetings with departments to collect and secure data, and Microsoft PowerBI to report on the status of the project.

Result: We have the most robust data management capability in the industry. The City of Holly Hill can trust our team to collect and manage the most critical data throughout each phase of the City's grant programs.

Step 2 - Analyze the Projects.

Whether it is analyzing thousands of labor records, assessing plans to make emergency purchases, identifying mitigation measures to protect damaged assets, or designing a multi-billion-dollar economic recovery program, the Tetra Tech team has unparalleled expertise the City may need to support recovery. Tetra Tech will work closely with the City from the beginning of our engagement to understand the project status, scope, and goals to determine the best course of action.

Result: We are committed to delivering national experts with a local perspective to deliver solutions. There is no problem too big for our team to solve.

Step 3 - Submit to FEMA.

We understand the need to expedite the recovery process and keep pace with program timelines. We have found that the best way to do this under FEMA's Delivery Model is actively working within the construct of FEMA's Grants Portal side-by-side with Tetra Tech's proprietary *RecoveryTrac*™ Technology data management tool. Aligning these systems will result in the ability to transmit data more quickly to FEMA and the City, maintain visibility in the status of its programs, and quickly illustrate when funds have been obligated. Our ability to integrate these programs has been a transformative tool that has led to a more streamlined and transparent process.

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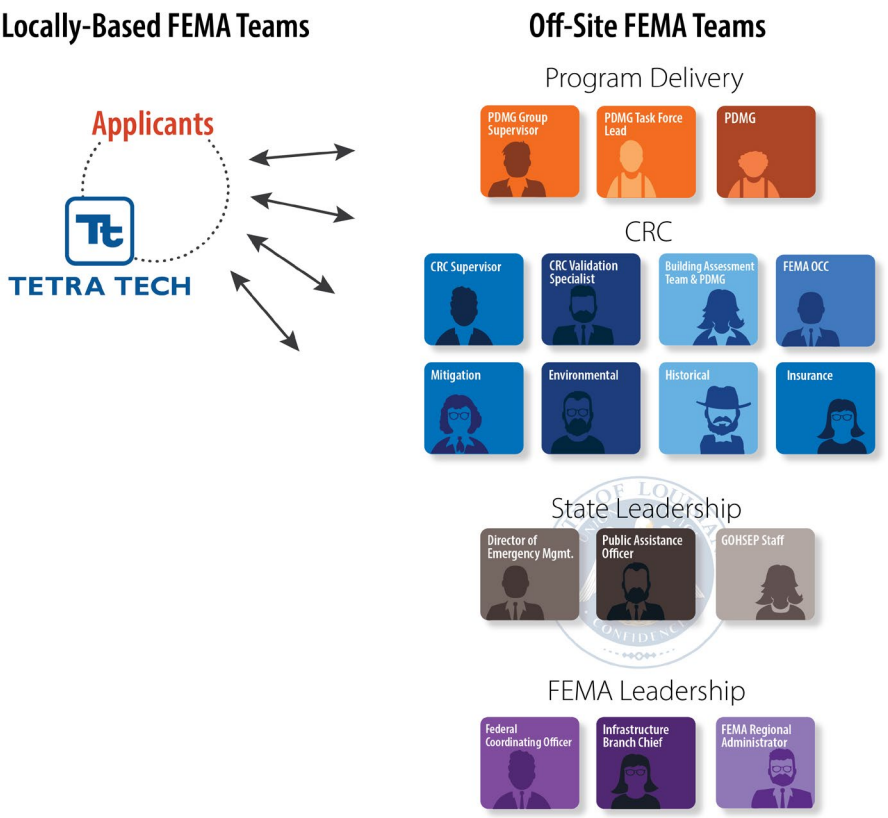
Result: We are committed to providing a rapid and compliant program that meets federal requirements for program administration, spending, and reporting.

Step 4 - Expedite the Requests.

When a project is submitted to FEMA for review, Tetra Tech is with the City each step of the way. Within each of the steps, FEMA and State/VDEM personnel must review the submission. This often results in one or more RFIs or specialized requests or meetings. These requests must be dealt with timely and with the appropriate amount of information to maintain that the PW does not stall in the process or get moved to a previous step. Our team has responded to tens of thousands of RFIs and submissions of Essential Elements of Information (EEIs) as well as DURs for Detailed Damage Descriptions since 2017.

The exhibit below shows the number and types of personnel often involved in the process. After large disasters like Superstorm Sandy or the COVID-19 pandemic, the City could be dealing with over 30+ FEMA and/or State personnel throughout the course of the programs, ranging from multiple Program Delivery Managers and Site Inspectors to dozens of staff located at FEMA's remote Consolidated Resource Centers (CRC) to FEMA and State leadership.

Tetra Tech Helps Local Applicants Navigate FEMA's Complexities



Result: From best-in-class customer service to timely delivery of information, our team will stand beside subrecipients as they interact with the complex layers of FEMA staff involved in recovery, acting as the subrecipient's intermediary and advocate every step of the way.

Compliance With Federal Law, Regulations and Policy

The Robert T. Stafford Act, Title 44 of the Code of Federal Regulations – Emergency Management and Assistance (44 CFR), and Title 2 of the Code of Federal Regulations – Grants and Agreements (2CFR) provide authority and general guidelines for a Grantee to manage the FEMA PA program.

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Tetra Tech reviews individual projects for compliance to ensure subrecipients are following Federal guidance such as the FEMA Public Assistance Program and Policy Guide (PAPPG), 44 CFR and 2 CFR 200, etc. Our team will ensure compliance with all these requirements. Additionally, our team is also experienced in the following compliance areas:

- Procurement Compliance with 2 CFR §§ 200.318 through 200.327: Reviewing contracts and bid documents to ensure compliance with 2 CFR 200 and subrecipient procurement policy.
- Subrecipient Monitoring 2 CFR 200.332:
    - Policy reviews –Tetra Tech reviews procurement, payroll, and other policies as a normal part of the closeout process.
    - Trainings – Informally, Tetra Tech provides valuable guidance to subrecipients explaining eligibility requirements found within in the PAPPG. Instead of providing a "random" list of missing documents in our RFI process, Tetra Tech provides background to explain where these requirements are found and reasons behind our requests. This ensures subrecipients are aware of expectations for future disasters. Formally, Tetra Tech offers a variety of trainings from our Subject Matter Experts and recommends FEMA PA trainings as part of subrecipient monitoring, especially to high-risk applicants.
    - Site Visits – In-person meetings increase productivity and decrease the time for RFI response.
- Unique Entity Identifier (UEI) collection –Tetra Tech has assisted subrecipients in navigating the change from DUNS numbers to UEIs.
- Federal Single Audit 2 CFR 200 Subpart F – Tetra Tech has experience assisting clients in responding to questions from auditors in relation to the FEMA Public Assistance Program. Tetra Tech's *RecoveryTrac*™ record-keeping system and experience with the projects allows for timely and complete audit responses.

Identifying/Resolving Other Special Considerations

Public Insurance Adjustment Support

The prevention of duplication of benefits (DOB) is not only helpful, its statutorily required. The City is required to identify and pursue any and all alternate sources of funding for its recovery, including insurance, risk pools and similar risk mitigation funding sources. Properly identifying any applicable schedules of values, policies and coverage documents is crucial and tying damaged elements of covered properties is challenging. Tetra Tech will review all applicable coverages and work with the City to determine the nature of each claim- all with an eye toward maximizing the use of ALL funding sources and fully complying with all DOB prevention requirements.

Our team of insurance recovery professionals is ideally suited to assist the City in addressing this scope of work. Sometimes DOBs can be created by insurance or similar vehicles held by the City. Sometimes, there may be potential DOBs created by work provided to disaster survivors by the City as well. This section outlines highlights of our approach to assist the City in an expedited recovery, maximizing reimbursement, and limiting future liability for the City and affected survivors/property owners.

Our approach to maximizing disaster recovery funding includes engaging insurance companies to account for insured and uninsured losses as well as understanding and submitting deductible payments for reimbursement. Services to be provided by Tetra Tech during this task include the following:

- Gather, review, and summarize insurance policies
- Accompany insurance adjuster to damage site (if applicable)
- Obtain insurance adjuster's summation of damage
- Develop or review insurance claim filing
- Monitor status of claim processing

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

- Confirm that insurance claim proceeds are reconciled to appropriate project
- Record receipt of insurance proceeds on grant application to demonstrate subrogation and non-duplication of benefit

Managing insurance claim funding requires careful attention to avoid duplication of benefits and grant funding deobligations during closeout. Tetra Tech will confirm that insurance claims are properly filed, and the resulting proceeds are accounted for accurately to protect the applicants against such events.

Additionally, our team has experience implementing processes and procedures to identify and track duplication of benefits received from insurance, SBA, or other federal sources and analyzing how these benefits impact the applicant award eligibility based on federal regulations and program guidelines.

Press Release or Other Public Communication

Always led by the City and only via specific request for support, Tetra Tech will support the City with strategic communications. In our experience, making sure that all stakeholders and the community at large are actively engaged in the planning process not only ensures that their needs and concerns are addressed but also shows them that their input is valued. Our team has experience in using multiple methods of outreach in order to engage with stakeholders and the community:

- In-person meetings and townhall forums to review documents and provide feedback.
- Online resources include surveys and websites where information can be presented and feedback collected.
- Conducting webinars, workshops, and meetings using Microsoft Teams and Zoom allows for greater attendance and convenience for those who may not want to travel to a meeting site.

Drawing on our experience, we are ready to help the City determine the most effective and appropriate use of these services.

Grants Management

Monitoring Contractor Performance

Tetra Tech will provide experienced professionals with extensive experience in large-scale disaster management and related audit services. The Tetra Tech team will provide guidance and assistance to the City on documentation requirements, keeping in mind the 2 CFR 200, HUD, and other federal agency's documentation retention requirements. Specifically, we will help to institute processes that validate that projects are fully supported and "audit ready," based on the cost types claimed. We will confirm that the process includes a checklist/program guide to make grant and applicants aware of all required documentation for the major different cost types incurred.

Critical review points include documentation demonstrating proper procurement and contracting and supporting documentation is used given contracting type (e.g., lump sum, unit price, force account). Other areas of consideration include review of submitted charges for duplicate billings, compliance to state and federal labor requirements and other areas where overcharges typically occur, such as overhead & profit markups, labor burden claimed on force account, or duplicate billings.

We frequently review appeals databases and Department of Homeland Security, Office of Inspector General (DHS-OIG) reports to identify trends and common challenges in federal grant management, with a focus on proactive risk mitigation. Our goal is not to only complete after-action reviews and implement remediation procedures after misses or near misses, but to also pre-empt potential challenges based on prior experience and industry awareness. These preventive policies help avoid potential issues in compliance, reporting, and program administration without learning "the hard way."

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In addition to our technical assistance function, our team members are also former members of state and federal grant management entities. We maintain relationships with FEMA at the highest levels and engage in a non-confrontational, collaborative working relationship with FEMA representatives to minimize difficulties and expedite program delivery.

While Tetra Tech will work with FEMA, the State, and the City to proactively resolve funding challenges through our collaborative approach, applicants have the legal right to appeal decisions and judgments made by the federal government if resolution cannot be reached. Tetra Tech will implement a systematic approach by which appeals are researched (including the PA Appeals Database reviews), developed, and submitted. If a first appeal to the FEMA regional administrator is unsuccessful, Tetra Tech will assist the City with drafting the second appeal for submission to the national director of recovery. In the event that we would be engaged by the City to assist in an appeal, we have a legal support team that will collaborate with the City and Tetra Tech on the legal/FEMA policy-related components of the appeal.

Clerical Support for Payment Documentation

Tetra Tech has time-tested cost tracking SOPs used to evaluate the City's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the City that will be web-enabled so that reviewers will have real-time access to the most up-to-date cost and supporting data. Taken to its next logical step, this solution can be accessed by federal agencies, such as FEMA and HUD, to perform review without incurring the expense of traveling to project sites.

Project Cost Documentation

As one of the world's largest engineering firms with clients around the globe, Tetra Tech's cost estimating experience includes high profile reconstruction projects like Houston's Wortham Theater after Hurricane Harvey, and the Inner Harbor Navigation Canal Lake Borgne Surge Barrier construction near New Orleans.

Eligible Purchase Review

Tetra Tech can assist in the collection and review of documentation from City agencies, including review and analysis of:

- Collected documentation so that costs are reasonable and eligible
- Collected documentation so that the work and costs are adequately documented, are included in the approved scope of work, and are deemed eligible
- Invoices and receipts by checking dates and amounts so dates fall within the disaster event range and are reasonable
- Contract labor timesheets by checking dates and hours worked per employee so the dates fall within the disaster incident period and are recorded as direct labor required as a result of the disaster
- Force account labor timesheets, including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue; reconciliation of force account labor, equipment, and material data

Reasonable Cost Analysis

The Tetra Tech team is highly experienced in performing forensic cost reasonable analyses, which is useful if procurement issues arise when a PW is challenged by FEMA. As an engineering firm with over 21,000 technical professionals and staff, we have all the resources needed to defend a cost challenge by FEMA, from the simplest road repair to a billion-dollar levee repair or wastewater system plant relocation. No matter the PW, Tetra Tech has the internal staff resources to assist the City with defending its PWs successfully.

Tetra Tech will prepare, on behalf of the City, completed packages for submission through Grants Portal for obligation and Requests for Reimbursement (RFR), including:

- Audits of claimed costs by comparing documentation and dates with the project scope of work and period of performance for the following:

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

  - Contract labor
  - Materials/supplies
  - Force account equipment
  - Force account labor, including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue
- Confirm compliance with federal procurement requirements and environmental and historic preservation rules/regulations
- Reconciliation of force account labor, equipment, and material data
  - Avoiding possible duplication of benefit issues in projects which may have insurance coverage or be the responsibility of other federal agencies
  - Cost summary creation

Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac*™ system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Reporting

Tetra Tech dashboards allow for access and transparency in monitoring and controlling the project work, including constant validation of the scope, adherence to the schedule and associated costs, progress and effectiveness of quality control measures, and overall project team performance and activities. We continually monitor our operation to mitigate risks to the project.

Progress Report Dashboard

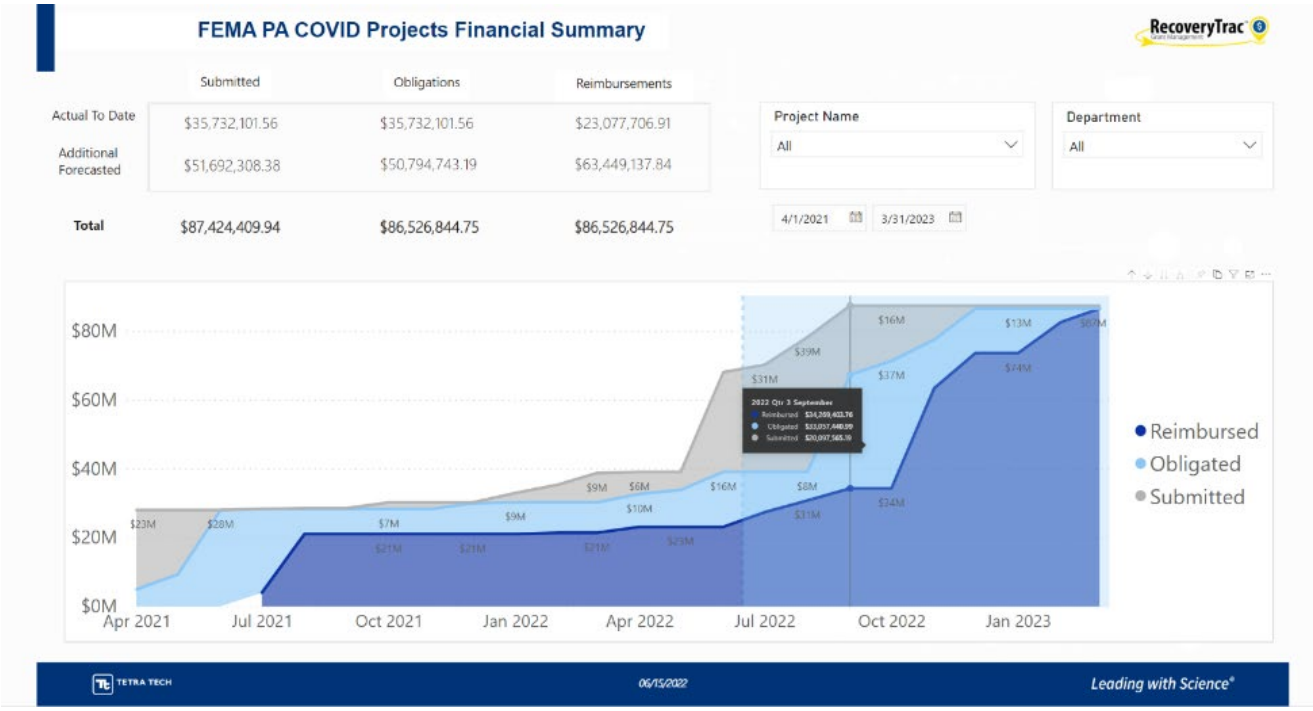
The Tetra Tech Team will develop executive-level project status reports according to the requirements collected from the City, providing a dashboard summary of work performed and real-time performance metrics. Use of these executive-level status reports is important to keep all parties informed of ongoing work efforts in the field and to address any issues that may arise so they can be resolved quickly rather than becoming a systemic problem. We are strong believers in regular and frequent communication to achieve superior project results and as a way to keep disaster management projects on track.

Communication is especially important if staff turnover occurs by our federal partners over the course of the disaster recovery effort. The Tetra Tech Team will document the work that is completed weekly and provide minutes on all FEMA and VDEM meetings and other work activities. This documentation is vitally important in establishing a clear record of approvals and sign-offs as staff changes occur over the duration of the project. The Tetra Tech Team will submit the weekly project status reports of these data as well as a snapshot of the executive-level project status report to Holly Hill. These work products will be stored in our *RecoveryTrac*™ Technology.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Sample *RecoveryTrac*™ Technology Progress Report Dashboard





Tetra Tech diligently measures project progression and performance to ensure scope tasks are conducted in accordance with the Project Management Plan. The Tetra Tech Project Manager will continue to monitor KPIs as described to determine if the project is on track. Tetra Tech will continually monitor project objectives to confirm that the quality of deliverables, effort, and cost are in alignment and to verify that project performance is tracking appropriately. If there are any issues identified, the Tetra Tech Program Manager will adjust the schedule and resources to ensure the project remains on track, seeking approval from the City where necessary.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Payment Requests/Cash Flow

Cost Controls

Tetra Tech has time-tested cost tracking SOPs used to evaluate the City's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the City that will be web-enabled so that reviewers will have real-time access to the most up-to-date cost and supporting data. Taken to its next logical step, this solution can be accessed by federal agencies, such as FEMA and HUD, to perform review without incurring the expense of traveling to project sites.

Preparing Schedules and Performing Reconciliations

During the program initiation phase, the master schedule and budget baseline define projects to a common level through the definition of the WBS. As projects advance through the delivery lifecycle, the master schedule will be updated to reflect the additional scope and schedule details or adjusted when unforeseen obstacles arise.

The Tetra Tech Team will control the master schedule with input from all stakeholders and will analyze impacts from individual projects or activities programmatically. We have extensive experience in all aspects of project scheduling for many different project delivery methodologies. Our project controls professionals bring decades of scheduling experience to this contract and are fluent in a full range of software applications. The master schedule will:

- Provide a logical, structured, and feasible timeline for completing the program within the specified time highlighting compliance requirement.
- Identify the critical path from kickoff through final completion and closeout emphasizing dates for key deliverables submittal.
- Assist the program team in monitoring and measuring the program's progress, focusing on early identification and mitigation of variances.

The program master schedule progress and budget performance will be updated on a regular basis throughout the life of the project. Monthly, the Tetra Tech Project Manager will perform the following reviews:

- **Program Schedule Review:** As part of the monitoring and control processes, the Tetra Tech Program Manager will review all projects included in the master schedule on a monthly basis and provide any updates or adjustments to the City Project Management Team.
- **Budget Performance Review:** The program budget will be monitored and provided to the Project Manager, including approved Task Order amounts, actual costs, forecasted costs, and average spend by task. Any trending above or below benchmarks will be brought to the attention of City Program Manager and remedy or redirection will be discussed.
- **Disbursement Tracking:** Tetra Tech will track, review, verify, and approve funds distributed as requested by City. The Tetra Tech Team will be responsible for the steps of verification of costs and reconciliation.
- **Monitor and Report Overall Program Costs:** A key role of the Tetra Tech Program Manager is that of financial management. Accurate and timely reporting on actual costs, forecasting of accrued costs, and comparison to percentage of work completed and schedule are integral to effective program management.
- **Monitor/Report on Subcontractor Costs:** Tetra Tech will monitor and report on subcontractor cost to ensure they are in alignment with the overall approved cost approved by City Project Manager and that they remain the best value to the project management team.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Conducting Interim Inspections

Real-Time Reporting

Tetra Tech will submit monthly reports demonstrating accomplishments for the prior month to include production, quality, staffing, and any other criteria deemed necessary by the City pursuant to the contract. Additionally, Tetra Tech provides full visibility into the program progress and operations.

Tetra Tech understands the criticality of providing accurate, timely, and useful information to our clients. Arming the officials with such information and maintaining open lines of communication with applicants provides ample opportunity to identify trends in recovery operations and take appropriate actions if necessary to maximize Holly Hill's recovery.

Tetra Tech will conduct daily briefings during the first 30 days of the engagement and biweekly meetings throughout the period of performance. To the extent required, Tetra Tech will provide status updates on activities undertaken, planned activities, successes, and alternative or corrective programmatic actions. All informational releases will be routed through City for delivery to the appropriate ESF #15 personnel for dissemination to the public or other appropriate parties.

Tetra Tech will provide real-time data to City using password-protected dashboards that are updated constantly by the Tetra Tech team. These dashboards will contain data regarding the status of subgrantee PWs in the system and their status.

Program Reports

In order for effective reporting to be achieved, key information needed for decision-making must be extracted and summarized from the large volume of data that is collected through the use of project controls processes and tools. We achieve this through a combination of reporting formats, content, data visualization, and careful analysis of the data to result in sound conclusions and recommendations.

Monthly and Quarterly Progress Reports

Tetra Tech tailors data management tools so that the review and analysis of the data and preparation of tables and graphs is as automated as possible. This approach will provide consistency and accuracy to our reporting and give City staff the opportunity to review the data and provide their insights to make the reports more meaningful from a project delivery viewpoint. In the development of our reports, the Tetra Tech Team will apply proven principles, including:

- Focus on the core essentials of the program; avoid trying to discuss all aspects.
- Maintain a future orientation; concentrate on where the program is going.
- Be concise; limit the total number of pages.
- Present information in graphs and tables as opposed to narrative.
- Provide well-written and engaging narratives.
- Employ standard milestones throughout for consistency in reporting.
- Avoid unnecessary details; references can be provided for supporting documentation.
- Issue the report in a timely manner.
- Fully validate and cross-check all data.

Annual Performance Reports

We understand that the purpose of the Annual Performance Report is to provide a concise and insightful summary of progress that is suitable for executive-level review and potentially wider dissemination. The format will be provided to City for early review and comment.

Final Report

As the final deliverable provided by the Tetra Tech Team, the Final Report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Tetra Tech Team will begin the process of Final Report documentation before the end of the contract period to deliver a well-organized and insightful document that could

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

serve as a roadmap for future successful projects. This approach is consistent with our "deliver with the end in mind" approach to program management.

Conducting Final Inspections

To close out large projects and receive remaining funds, the City must request a final inspection and submit a closeout form through the State. Tetra Tech will conduct final inspection activities alongside the City and the State. In addition to physically conducting the final inspections for projects, Tetra Tech will assist with writing closeout versions to large project PWs and any final project accounting.

Assisting with Grant Closure

Tetra Tech will inform the City, FEMA, FDEM, and other project participants of the Tetra Tech demobilization and prepare for the transition of project-related responsibilities to the City's designated point of contact (POC). We will implement the Program Closeout Plan, including the Program Transition Plan, Final Audit Plan, Agreement Closeout Plan, and Asset Transfer Plan. Additional activities within this phase include data transfer, exit briefings with subgrantee, acceptance meetings with the customer, and final communications.

Tetra Tech is prepared to conduct final inspection activities alongside the City. The purpose of the final inspection is to document that work was completed according to the PW scope of work and that all regulatory clearances have been satisfied. In addition to physically conducting the final inspections for projects, Tetra Tech will assist with writing closeout versions to large project PWs and any final project accounting.

Closeout packets will be created within the Tetra Tech team's *RecoveryTrac*™ system. Once all documentation is collected, final inspection is complete, and approval to proceed with submittal to FEMA is granted by the State, Tetra Tech will extract all required documentation from our *RecoveryTrac*™ system to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout. The closeout packets will typically include the following:

- Listing and copies of PWs
- Closeout PW versions
- All associated invoices and receipts
- Force account labor and equipment records
- Project status report/proof of completion and scope of work
- Project inspection reports
- Complete GrantsPortal records detailing FEMA review and approval
- Procurement documentation
- All associated project cost and funding documentation

Key Statistics

Our team has reconciled over $40B in FEMA PA related documentation.

Our team has performed 100+ 2 CFR 200 contract eligibility reviews.

Our team knows the ins and outs of grant management, having worked for Grantees like Florida, Louisiana, Connecticut, Vermont, Puerto Rico, Massachusetts, and New York.

As the City prepares to submit documentation to the State, the closeout packets will be created by Tetra Tech. Once all documentation is collected, final inspection is complete, and approval to proceed with submittal to FEMA is granted by the State, Tetra Tech will extract all required documentation to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout.

Throughout the closeout process, the City will be provided detailed tracking reports for closeout activities. Below is a sample closeout dashboard showing the transparency Tetra Tech provides each step of the way in the review process. This includes showing where each project is in the review queue (with Tetra Tech, the Applicant, the State, or FEMA), project tracking lists that can be exported into PDF or Excel, and clickable charts to drill into any project for a higher level of detail as needed.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)



Final Report

As the final deliverable provided by the Tetra Tech Team, the Final Report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Tetra Tech Team will begin the process of Final Report documentation before the end of the contract period to deliver a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with our “deliver with the end in mind” approach to program management.

Assisting with Audit Defense

Tetra Tech will provide experienced professionals with extensive experience in large-scale disaster management and related audit services. The Tetra Tech team will provide guidance and assistance to the City on documentation requirements, keeping in mind the 2 CFR 200 and other agency’s documentation retention requirements. Specifically, we will help to institute processes that validate that projects are fully supported and "audit ready," based on the cost types claimed. We will confirm that the process includes a checklist/program guide to make grant and applicants aware of all required documentation for the major different cost types incurred.

Critical review points include documentation demonstrating proper procurement and contracting and supporting documentation is used given contracting type (e.g., lump sum, unit price, force account). Other areas of consideration include review of submitted charges for duplicate billings, compliance to state and federal labor requirements and other areas where overcharges typically occur, such as overhead & profit markups, labor burden claimed on force account, or duplicate billings.

We frequently review appeals databases and Department of Homeland Security, Office of Inspector General (DHS-OIG) reports to identify trends and common challenges in federal grant management, with a focus on proactive risk mitigation. Our goal is not to only complete after-action reviews and implement remediation procedures after misses or near misses, but to also pre-empt potential challenges based on prior experience and industry awareness. These preventive policies help avoid potential issues in compliance, reporting, and program administration without learning “the hard way.”

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In addition to our technical assistance function, our team members are also former members of state and federal grant management entities. We maintain relationships with FEMA at the highest levels and engage in a non-confrontational, collaborative working relationship with FEMA representatives to minimize difficulties and expedite program delivery.

While Tetra Tech will work with FEMA, the State, and the City to proactively resolve funding challenges through our collaborative approach, applicants have the legal right to appeal decisions and judgments made by the federal government if resolution cannot be reached. Tetra Tech will implement a systematic approach by which appeals are researched (including the PA Appeals Database reviews), developed, and submitted. If a first appeal to the FEMA regional administrator is unsuccessful, Tetra Tech will assist the City with drafting the second appeal for submission to the national director of recovery. In the event that we would be engaged by the City to assist in an appeal, we have a legal support team that will collaborate with the City and Tetra Tech on the legal/FEMA policy-related components of the appeal.

Tetra Tech's close relationships with federal agencies results in a collaborative, nonconfrontational approach. This cooperative approach results in strong working relationships, frequent discussions, fewer disputes, and a faster, more efficient recovery process that ultimately generates higher financial reimbursement to our clients. As previous and current clients will attest, our relationships with FEMA and HUD have allowed us to be strong advocates for our clients' needs and to achieve truly successful results.

Assisting with Appeals

Our grant management experts have assisted clients with applying for and retaining grant funds even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities. While the best course of action is to avoid audits or appeals, there are sometimes unavoidable disagreements with program administrators. We have a bench of accountants, attorneys and program experts to draw upon to try and come to a resolution outside of the audit or appeals process, or when all else fails, appeal or arbitrate certain unacceptable decisions.

In 2019, Tetra Tech worked with the City of Miami to provide technical assistance and appeals support following Hurricane Irma. **In total, our team worked on 5 appeals, winning more than $1.1M.**

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TETRA TECH

Jonathan Burgiel

Business Unit President/Principal in Charge



30+ YEARS OF EXPERIENCE

100+ PROJECTS

$8B GRANT FUNDING

Areas of Expertise

- Disaster Recovery Program Design and Management
- Federal Grant Management
- Solid and Hazardous Waste Management

Grant Experience

- FEMA PA
- CDBG-DR
- HMGP

Disasters

4337 FL HURRICANE IRMA
4332 TX HURRICANE HARVEY
4286 SC HURRICANE MATTHEW
4344 CA WILDIRES
4084 HURRICANE ISAAC
4029 TX WILDFIRES
4024 HURRICANE IRENE
4106 CT WINTER STORM
1791 HURRICANE IKE
1679 FL TORNADOS
1602 HURRICANE KATRINA
1539 HURRICANE CHARLEY
& SEVERAL MORE

Education

University of Central Florida, Master of Business Administration, 1989

Tufts University, Bachelor of Arts, Economics, 1984

EXPERIENCE SUMMARY

As President of Tetra Tech's Disaster Recovery Business Unit, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- 30 communities and over 1,500 staff in Florida, **Incuding Volusia County** – Hurricane Ian and Nicol
- Rental and Mortgage Assistance - rental assistance to 120k homeowners across 5 states; and mortgage assistance in Florida and Maryland resulting from COVID pandemic
- Hurricane Maria debris mission supporting the Commonwealth of Puerto Rico Department of Transportation, comprehensive support including environmental; grant management; homeowner and infrastructure support w/HUD funding
- 67 communities and over 2,400 staff in Florida – Hurricane Irma
- 38 communities and over 1,400 staff in Texas – Hurricane Harvey
- CalRecycle/CalOES - State of California Camp Fire Response
- Multiple communities in South and North Carolina – Hurricane Matthew
- Richland County & Lexington County, South Carolina - South Carolina 1,000-year Flooding Event - Comprehensive Disaster Recovery Services
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Principal in Charge (2018 - Present)

Camp Fire Response

Mr. Burgiel is responsible for oversight of debris and environmental work related to the hazardous material removal of over 12,000 parcels located in the County of Butte. This is possibly the largest debris operation in history.

Principal in Charge (2017)

Numerous Florida Jurisdictions | Hurricane Irma

Following Hurricane Irma in September of 2017, Mr. Burgiel oversaw debris monitoring operations for over 67 communities and 2,400 personnel across Florida. This included Miami Dade County, where at peak Tetra Tech had nearly 900 monitors working in the field. Documentation was created for almost 110,000 load tickets and over 78,000 unit rate tickets. In total, Tetra Tech monitored over 4,000,000 cubic yards of debris for the County.

Principal in Charge (October 2019 - Present)

St. Johns County, Florida | HUD CDBG-DR Housing Rehabilitation Program Management

Mr. Burgiel was engaged with the County immediately following contract execution to assist with managing the CDBG-DR funds for St. John's Housing Rehabilitation and Reconstruction Program. To support the long-term recovery and restoration of the impacted areas, Mr. Burgiel managed the grant allocated to the recovery activities for over 300 properties including repair and elevation; reconstruction of properties, repair/replacement of damaged manufactured homes or mobile home units (MHUs), relocation of homeowners, and mortgage payment assistance.

Principal in Charge (October 2018 – Present)

North Carolina Department of Public Safety | Hurricane Matthew HUD CDBG-DR Program Management

Serving as Principal-in-Charge for all environmental services for this $400 million CDBG-DR program addressing 3,400 homes for rehabilitation. Tetra Tech will be performing an estimated 3,400 Tier 2 Reviews, 25 Tier 1 Reviews, 1,700 lead and asbestos risk assessments, and other required specialized environmental services (e.g., CESTs, EAs, etc.) as subcontractor to IEM Inc.

Principal in Charge (November 2018 – Present)

Florida Department of Economic Opportunity | HUD CBDG-DR Rehab/Reconstruction Program

Mr. Burgiel serves as program manager for Tetra Tech's performance of housing rehabilitation and reconstruction related environmental services associated with the State of Florida's $615.9 million HUD CDBG-DR grant associated with Hurricane Irma.

- Overseeing Tetra Tech staff's development of approximately 6,000 Tier 2s.
- 3,000 lead risk assessments.
- Review of 8 Tier 1s, and other specialized environmental services (e.g., CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

Senior Project Manager (June 2017 – Present)

Restore Louisiana | HUD CDBG-DR Housing Rehabilitation

Served as Project Manager over the preparation of over 25,500 Tier 2 environmental reviews and over 6,000 lead risk assessment and clearance inspections. This $20 million project performed by Tetra Tech utilized state of the art technology and cloud based technology to decrease the cost of performing a Tier 2 review by over 50% from prior state led residential rehab projects.

Principal-in-Charge (October 2015–Present)

Richland County South Carolina | Comprehensive Post-Disaster Flood Support Services

Following the State of South Carolina's 1,000-year flooding event that took place from October 1–5, 2015, Mr. Burgiel led a team of Tetra Tech staff to provide comprehensive disaster recovery services to Richland County immediately following the historic flooding event. Services included but were not limited to FEMA PA reimbursement support, procurement package development for over 270 road and bridge repairs, well testing and disinfection program management, a post-disaster outstanding needs assessment, flood mitigation planning support, grant funding strategic plan development, and coordination and technical support activities among the County, State and FEMA agencies.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Senior Management (April 2012-May 2013)

State of Vermont | Federal Grant Management Services

Following Hurricane Irene, the State of Vermont faced the daunting task of maintaining critical operations. Under Mr. Burgiel's direction, within 48 hours our team deployed a team of experts to the state emergency operations center (EOC). Mr. Burgiel and our grant management team provided consulting services and managed the recovery process. Our team collected, reviewed, and offered technical assistance to applicants on their Hazard Mitigation Grant Program (HMGP) applications.

Senior Management (September 2004-September 2009)

City of Orlando, Florida | Disaster Debris Program Management

Mr. Burgiel served in a senior leadership role and assisted the City of Orlando with a range of storm recovery monitoring and management activities. Mr. Burgiel was responsible for managing a full support team involved with staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup. Our team's assistance enabled the City of Orlando to promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (February - April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Our team was retained by Volusia to assist with monitoring of cleanup efforts following the Groundhog Day tornadoes that swept through Central Florida during the early morning hours, leaving 20 people dead and many others injured and without homes. Under Mr. Burgiel's direction, our team mobilized a response team to the area to help identify critical debris removal areas and initiate its ROW debris removal operation. Mr. Burgiel oversaw the management of a full support team involved with staging operations, load inspections for storm debris cleanup, and logistics operations for the field inspectors.

Senior Management (August 2004 - 2005)

City of Boca Raton, Florida | Hurricane Frances Disaster Recovery and Debris Cleanup Management

Following Hurricane Frances, Mr. Burgiel supervised the responsive deployment of support teams, assisted with staging operations, and managed scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup.

Senior Management (August 2005 - October 2006)

Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management

After Hurricanes Katrina and Wilma struck Miami-Dade County, our team provided immediate on-site assistance and a wide range of disaster recovery management and storm debris cleanup monitoring services to help Miami-Dade County make a quick recovery. Under Mr. Burgiel's direction, our team assembled and deployed a full disaster recovery team to assist Miami-Dade County with removal of approximately 5.5 million cubic yards of debris. Mr. Burgiel oversaw the data management process and assisted Miami-Dade County with FEMA project worksheets and appeals.

Senior Management (August 2004)

Polk County, Florida | Hurricane Charley Program Management and Disposal Site Monitoring Assistance

In the weeks following Hurricane Charley, Mr. Burgiel assisted Polk County with planning and managing disposal site monitoring activities. He was responsible for overseeing disposal site monitors, as well as spotters at Polk County's northeast, north central, and southeast landfills. Mr. Burgiel managed documentation efforts to help Polk County promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (August 2004-2005)

Lake County, Florida | Hurricanes Charley and Frances Disaster Recovery and Debris Management

Following Hurricanes Charley and Frances, Mr. Burgiel helped Lake County perform a range of storm debris cleanup monitoring and management activities. He supervised staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup.

Project Management (September – October 2001)

Sarasota County, Florida | Tropical Storm Gabrielle Disaster Debris Program Management

As a result of Tropical Storm Gabrielle in 2001, Sarasota County required assistance with logistics, staging operations, and load inspections for storm debris cleanup performed by contract haulers. As project manager for the project, Mr. Burgiel assisted Sarasota County with scheduling, dispatching, and logistics operations for the field inspectors assigned for storm debris cleanup.

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TETRA TECH

Chuck McLendon

Senior Management Team



32+ YEARS OF EXPERIENCE

125M CYS OF DEBRIS

$3B FEMA PA REIMBURSEMENT

Areas of Expertise

- Solid and Haz. Waste Management
- Disaster Debris Monitoring
- Solid Waste Routing and Efficiency
- Private Property Debris Removal
- Emergency Management
- Damage Assessment
- Utility Engineering/Consulting
- Cost of Service Evaluations
- Program Management
- Public Outreach/ Communications
- Procurement (2CFR)
- Environmental Permitting
- Grant Management

Disasters

- DR4673, Hurricane Ian
- DR4564FL, Hurricane Sally
- DR-4559LA, Hurricane Laura
- DR-4393NC, Hurricane Florence
- DR 4337FL, Hurricane Irma
- DR-4283FL, Hurricane Matthew
- DR-4241SC, Severe Flooding
- DR-4138FL, Severe Flooding
- DR-1971AL, Tornado Outbreak
- DR-4024VA, Hurricane Irene
- DR-1603LA, Hurricane Katrina
- BP Deepwater Horizon Oil Spill

Education

Florida State University
Bachelor of Science, Business Marketing, 1991

EXPERIENCE SUMMARY

Mr. McLendon has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 30 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Career highlights include:

- Experienced Executive Program Manager with over 32 years of experience working with federal, state, and local government agencies on the finance, design, permitting, procurement, construction, and operations of major infrastructure projects.
- Served as Principal in Charge for upwards of 30 major disaster activations including projects totaling more than 125 million cubic yards of debris and upwards of $3 billion in FEMA PA reimbursement.
- Major experience in the legal substantiation and implementation of complex debris removal programs including PPDR, waterways, beaches, selective salvage, etc.
- In depth knowledge of the FEMA Public Assistance program including a strong understanding of Federal Register 2 CFR Part 200 ("the Super Circular")

RELEVANT EXPERIENCE

Hurricanes Ian and Nicole (2022)

Numerous Florida Jurisdictions

Folllowing Hurricanes Ian and Nicole, Mr. McLendon served as regional program manager supporting over 15 Tetra Tech clients – including Orange County, **Volusia County**, Seminole County, and the Florida Park Service - in standing up and operating debris removal programs. Mr. McLendon served as a senior subject matter expert and assisted Tetra Tech's clients and project managers in maintaining FEMA-compliant programs and resolving various challenging issues.

Surfside Condominium Collapse (2021)

Miami-Dade County, Florida

The collapse of the twelve story Champlain Towers South condominium was a high-profile, catastrophic event. Mr. McLendon served as Principal in Charge for Tetra Tech to Miami-Dade County following the collapse on June 24, 2021. Mr. McLendon was on the ground at the collapse site within hours of the building collapse and County activation in order to assess the resources needed to assist the County with emergency debris removal. Over the next several days, he assisted the County with contractor procurement efforts in addition to developing and executing a plan to monitor debris removal both from a FEMA reimbursement and evidentiary debris removal perspective.

Hurricane Sally (2020)

City of Pensacola, FL and Okaloosa County, FL

The City of Pensacola and Okaloosa County, FL have been long-standing clients of Mr. McLendon. Following the impact of Hurricane Sally, Mr. McLendon provided senior

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advisory services to include explanations of the FEMA Category A program as well as procurement assistance. Chuck has also provided senior level oversight to ensure that our response crews are meeting client expectations.

Hurricane Laura (2020)

Calcasieu Parish, LA

Mr. McLendon mobilized immediately to the Lake Charles, LA area in the aftermath of Category 4 Hurricane Laura. He facilitated the initial kick-off meeting with the Parish and debris contractor and developed an immediate staffing and logistics plan for the Parish. He worked closely with our on-site project manager and senior staff from the debris contractor to ensure that emergency roadway clearance (push) crews were dispatched with their work times and locations tracked. Mr. McLendon worked throughout the project with Tetra Tech project management staff to ensure that all of the parish's needs met.

Hurricane Florence (2018)

Boiling Spring Lakes, NC and Briarcliff Acres, SC

Following Hurricane Florence, Mr. McLendon provided disaster debris monitoring and FEMA grant management related services to the City of Boiling Spring Lakes, NC and the Town of Briarcliffe Acres, SC (through a contract with the Horry County Solid Waste Authority). Monitoring work including debris management site permitting, right of way collection, hazardous tree removal, and household hazardous waste collection.

Hurricane Irma (2017)

Numerous Central Florida Jurisdictions

Following Hurricane Irma in September of 2017, Mr. McLendon provided senior oversight of debris monitoring operations across seven counties – including Seminole, Lake, and Volusia counties in Central Florida. Chuck was responsible for assembling project management and support teams to include policy and field operations expertise. In total, he oversaw a team of over 1,000 personnel that accounted for nearly 6 million cubic yards of debris removal. This work included implementation and tracking of Private Property Debris Removal (PPDR) programs within each of the seven counties managed.

Severe Flooding (2017)

South Carolina Emergency Management Division

Mr. McLendon was retained by the SCEMD to serve as a Senior FEMA PA Policy Advisor in support of project worksheet formulation for the October 2015 flooding event that impacted much of central South Carolina. Mr. McLendon oversaw a team of Project Specialists in drafting and versioning project worksheets.

Hurricane Matthew (2016)

St. Johns and Flagler Counties, Florida

Mr. McLendon served as Principal in Charge for the debris monitoring mission in St. Johns County and Flagler County, Florida following Hurricane Matthew. Chuck oversaw the removal of more than 1.1 million cubic yards of debris from public and private roads as well as debris removal efforts along nearly 27 miles of county-maintained beach. In addition to providing daily oversight of the debris removal mission, Mr. McLendon was regularly relied upon by County staff for policy guidance related to the County's overall recovery effort.

Severe Flooding (2015)

Clarendon County, South Carolina

Mr. McLendon provided on-site technical assistance to Clarendon County following a catastrophic flooding event in 2015. Chuck assisted the County with coordination and communications with the South Carolina National Guard in the repair of County-maintained roadways. Mr. McLendon also assisted with various procurements associated with temporary and permanent repairs while helping the County to develop a system to track materials used for roadway stabilization/repair.

Severe Flooding (2014)

Escambia County, Florida

Mr. McLendon served as the Recovery Program Manager for Escambia County, Florida following a 500-year flooding event that resulted in upwards of $100 million in damages to Escambia County. Mr. McLendon assisted with the damage assessment

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documentation process, procured engineers and contractors for both temporary and permanent repairs, and helped the County Public Works Dept. with overall reimbursement efforts.

Hurricane Isaac (2012)

Jefferson Parish, Louisiana

Mr. McLendon served as Principal in Charge and Project Manager to Jefferson Parish following Hurricane Isaac in 2012. A very minor hit in comparison to Hurricane Katrina, the County still had very high expectations for a rapid debris removal program. Mr. McLendon organized a strong team that the provided right of way debris removal as well as staffing at citizens convenience sites.

Deepwater Horizon Oil Spill (2010)

Escambia and Santa Rosa Counties, Florida

Mr. McLendon provided comprehensive field environmental and reimbursement services to Escambia and Santa Rosa Counties, Florida (located in the Florida Panhandle) following the Deepwater Horizon Oil Spill. Mr. McLendon led efforts to procure containment boom contractors as well the program management of daily containment boom operations. Mr. McLendon was also responsible for implementing a large-scale training program for County staff and volunteers on OSHA's Hazardous Waste Operations and Emergency Response Standard (HAZWOPER).

Hurricane Ike (2008)

Galveston County and City of Galveston, TX

Mr. McLendon oversaw the debris removal effort for Galveston County and the City of Galveston, Texas following Hurricane Ike in 2008. Upwards of 10 million cubic yards of debris was removed County-wide under Chuck's direction. Debris removal programs included right of way, private property debris removal (PPDR), commercial debris removal, dead animal carcasses, hazardous waste, and white goods.

Hurricanes Katrina and Gustav (2007-2009)

City of New Orleans, Louisiana

Mr. McLendon served as Principal in Charge for several recovery efforts for the City of New Orleans including the City's residential demolition program following Hurricane Katrina as well the overall response effort following Hurricane Gustav. Mr. McLendon assisted project management staff in the development of a complex legal and environmental process to allow for the demolition of flood-damaged structures to occur within the City and oversaw the demolition of some 2,000 residential structures. This work included a complex legal condemnation process, selective salvage of historically significant architectural items, environmental testing, utility disconnects, and environmental monitoring. Later, Mr. McLendon served as Principal in Charge for debris management efforts in the City following Hurricane Gustav.

Hurricane Ivan (2004)

Escambia County, City of Pensacola, and FDOT District 3, Florida (2004)

Hurricane Ivan devastated northwest Florida. Mr. McLendon served as Principal in Charge for recovery efforts to Escambia County, the City of Pensacola, and Florida DOT District 3. Mr. McLendon assisted the County in putting together the legal substantiation for the County to receive approval for a major private property debris removal program including both vegetative debris and sand removal from residential structures on the beach. Upwards of 8 million cubic yards of debris was removed from County and City right of ways, private property, and county beaches.

Hurricanes Charley, Frances, and Jeanne

City of Orlando, FL (2004)

Prior to Hurricane Charley impacting the City of Orlando, Mr. McLendon was assisting the City with its transition from manual garbage collection to automated collection. Given the urgency of the debris removal effort, Mr. McLendon was requested by the City to assume debris monitoring efforts after an initial period of force account debris monitoring. Within 48 hours of the request, Mr. McLendon assembled a team to provide truck certification, right of way monitoring, and debris management site monitoring. He also assisted the City in staffing multiple citizens convenience sites that were rapidly opened over concerns of flying debris from multiple subsequent hurricane events that same year.

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TETRA TECH

Allison McLeary, Esq.

Senior Management Team – Federal Grant Programs



21 YEARS OF EXPERIENCE

Areas of Expertise

- Disaster Response & Recovery
- Grant Administration
- Stafford Act Compliance
- Alternative Procedures

Grant Experience

- FEMA Public Assistance
- CARES Act
- USDA Agriculture Recovery Block Grants
- HUD CDBG
- ARPA

Education

Auburn University, Bachelor of Arts, March 2000

Louisiana State University- Paul M. Hebert Law Center, Juris Doctorate, May 2004

Louisiana State University- Paul M. Hebert Law Center, Bachelor of Civil Law, May 2004

EXPERIENCE SUMMARY

Ms. Allison McLeary is an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. **As former Recovery Bureau Chief of the Florida Division of Emergency Management, she offers more than three years of direct experience administering grant programming throughout the State of Florida.** She also served as Recovery Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP). She is a steadfast advisor in planning for, responding to, and recovering from challenges and disasters.

RELEVANT EXPERIENCE

Director, Disaster Recovery Programs (March 2021 – Present)

Tetra Tech, Inc.

Ms. McLeary serves as Director of Disaster Recovery Programs, providing policy guidance and program support. Ms. McLeary is an expert in FEMA policies, building and maintaining relationships with State and FEMA representatives. She analyzes policy and provides policy guidance to clients. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech management operations throughout the nation. Additionally, Ms. McLeary coordinates relationships with funding agencies and local partners to streamline project operations.

During Ms. McLeary's tenure at Tetra Tech, she has worked on several high-profile projects, inclusive of the following:

Florida Department of Emergency Management – Water and Infrastructure Response and Recovery

In response to the devastation from Hurricane Ian in Lee County, FDEM took an active approach and utilized Tetra Tech to directly support the water utilities throughout the County. In less than four days, the whole of Tetra Tech's leadership had committed to supporting the recovery efforts in Florida, including Tetra Tech President. Ms. McLeary served as Senior Project Manager for this project, as well as the liaison to the FDEM Director and senior leadership at the State's Emergency Operations Center. The initial scope covered the assessment of 13 County water plants and wastewater plants. Once the County witnessed the value that Tetra Tech brought to the project, the scope expanded to 48 plants throughout the County, not just the original ones that were County-owned. These 48 water and wastewater facilities were assessed for safety and operability, and service was restored within the first week to all facilities capable of receiving and pumping water. An additional 323 wastewater lift stations were assessed through these efforts.

Maui County

Tetra Tech is supporting Maui County's long-term recovery following the Maui Wildfires in 2023. Ms. McLeary is serving as the program lead, overseeing operations that occur in the recovery efforts. Tetra Tech is aiding individuals throughout the County as they

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engage with FEMA's full suite of response and recovery programs. These efforts from Tetra Tech include repairing critical infrastructure, rebuilding housing, restoring natural resources, and supporting local businesses. Additionally, efforts encompass community services such as mental health support and emergency preparedness initiatives. Ms. McLeary is also active in the collaborative planning and advocacy for policy reforms, which will be essential to enhance resilience and mitigate future wildfire risks in the State of Hawaii.

State of Iowa

Ms. McLeary is actively involved in supporting Iowa's Department of Homeland Security and Emergency Management (HSEMD) with arbitrations and appeals of FEMA Public Assistance determinations. Additionally, she has been involved in Iowa's Mitigation and Building Resilient Infrastructure and Communities (BRIC) programs as a subject matter expert. Iowa HSEMD has also contracted with Tetra Tech to facilitate an assessment of Iowa's equity and diversity in disaster management plans, policies, and procedures. The multi-phase effort is designed to improve how Iowa prepares for, responds to, and assists underserved communities and historically marginalized populations with recovering from all types of disasters. The project focuses on identifying activities to improve Iowa's emergency management process and accessibility. Tetra Tech's "Equity Assessment in Emergency Management Tool" was utilized to provide consistent assessment of the State's programs and plans.

State of Connecticut

Ms. McLeary supports the Tetra Tech team that is supporting the State of Connecticut's FEMA PA program. This state-level contract involves comprehensive coordination from initial assessment to closeout at the Recipient level. This includes meticulous documentation of disaster-related damages, efficient processing of grant applications, and transparent allocation of funds to eligible projects. Throughout the process, effective communication between the State, FEMA representatives, and applicants ensures smooth implementation and compliance with federal guidelines, ultimately leading to successful project completion and grant closeout.

Recovery Bureau Chief (March 2020 – February 2021)

Compliance and Appeals Officer (December 2018 – February 2020)

Florida Division of Emergency Management

- Administered all FEMA Stafford Act programs for the State of Florida ($9.8+ Billion over 26 federally declared events under management)
- Validated and Paid through FDEM an unprecedented $4.1 Billion in Recovery funds in the period January 2019-February 2021, including $2.7 Billion in PA and over $300 Million in USDA Agriculture Recovery Block Grants
- Developed and implemented the State strategy for $1.275 Billion in CARES-Coronavirus Relief Fund payments to 55 medium and small counties. ($1.07 Billion validated and paid June 2020-February 2021)
- Served as Alternate Governor's Authorized Representative and Deputy State Coordinating Officer for all FEMA declared events in Florida
- Created a comprehensive FEMA PA Compliance program, including risk assessments, monitoring, and technical assistance and programmatic guidance tailored to address specific compliance risks

Recovery Legal Counsel (January 2017 – November 2018)

Louisiana Governor's Office of Homeland Security and Emergency Preparedness

- Served as Recovery counsel advising on all matters of emergency management and whole community recovery, covering programs such as FEMA/Stafford Act programs and HUD-Community Development Block Grants (CDBG-DR)
- Audit liaison to US Department of Homeland Security- Office of Inspector General and FEMA
- Developed and delivered a comprehensive outreach and education technical assistance strategy to grant subrecipients in Louisiana

FirstNet Program Manager (February 2015 – January 2017)

Louisiana Division of Administration, Office of Technology Services

- Oversaw a team effort to identify needs, preform gap analyses, and plan for the buildout of the State's portion of the Nationwide Broadband network, known as FirstNet

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

- Identified the needs and expectations of the State's 62,000+ first responders and worked with the U.S. Department of Commerce and the FirstNet Authority to include those inputs in the $7 billion RFP for the buildout and operation of the FirstNet network

State Police Legal Counsel (August 2003 – May 2013)

Louisiana Department of Public Safety and Corrections, Louisiana State Police, Office of Legal Affairs

- Counseled to State Police on matters of policy, operations, public records law, personnel management, emergency management/crisis response, and investigations
- Served as legislative liaison and helped draft numerous bills and testified in committee on several measures, including revisions to the electronic surveillance framework and the regulation of private security, and the role of volunteers in emergency response
- Represented the Louisiana Oil Spill Coordinator's Office and was assigned Attorney Supervisor throughout the response to the Deepwater Horizon event
    - Led a multi-agency team of in house, state agency lawyers in the early days of the disaster
    - Coordinated efforts among state agency counsel to ensure that necessary inputs needed for the response, damage assessment and claims under the Oil Pollution Act of 1990, Clean Water Act and other applicable federal and state laws were supported.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

TETRA TECH

Alexandra Torrent

Project Manager

20+ YEARS OF EXPERIENCE

8 DISASTERS

$8.3B GRANT FUNDING

Areas of Expertise

- Accounting
- Budget Management
- Cost Benefit Analysis
- Disaster Debris Removal
- Problem Solving/Troubleshooting
- Payroll
- Training/Development of Training Manuals

Grant Experience

- FEMA Pre-Disaster Mitigation Grants
- FEMA Public Assistance

Key Certifications

Florida Notary Public

Education

Florida Metropolitan University, B.S. Accounting

University of Puerto Rico, B.S. Chemistry

EXPERIENCE SUMMARY

Ms. Alexandra Torrent has 20 years of experience in various accounting and management positions. Over the years, she has proven the ability to implement effective policies and procedures, enhance productivity, and increase efficiency. She is an expert in budget management, negotiations, forecasting, reporting, analysis, and customer service. Additionally, Ms. Torrent has excellent analytical and quantitative abilities. She has a consistent record of growing revenues while reducing operating costs and outstanding presentation, leadership, and communication skills in both English and Spanish.

RELEVANT EXPERIENCE

Deputy Project Manager/PA Consultant (September 2022 – Present)

Town of Orange City FL, City of Holly Hill FL, City of South Daytona FL, Volusia County Schools FL & Collier County FL | Hurricane Ian

Volusia County Schools FL | Hurricane Nicole

- Managed and monitored Project Formulation teams to develop 272 projects (250M)
- Teamed up with technical specialist to work Architectural & Engineering projects for the Applicant
- Damage Inventory validation of over 500 damaged facilities. Creation of templates for repetitive damages and expedite scope and costing projects.
- Scheduled site inspections, performed safety briefings, provided field training during site visits. Collaborated with FEMA inspections teams to ensure all data was collected and documented
- Created and maintained various reports, tracking spreadsheets, and on-demand ad-hoc report requests, as needed, and within specific timeframes
- Tracked awards by reviewing and analyzing post-award financial, programmatic and expenditure reports to identify financial and administrative problems or potential problems
- Provided training, technical assistance and guidelines, oversight, expertise, and consultation to internal staff, management and program officials, awardees, review panels, applicants, recipients, and sub-recipients

Public Assistance Consultant (June 2021 – Present)

City of Callaway FL & City of Lynn Haven, FL | Hurricane Michael

Vernon Parish LA | Hurricane Laura

- Managed and monitored Post Obligations teams to develop and collect funds on Obligated Projects
- Responded to RFI and variance reports to ensure accuracy and timely reimbursement to the Applicants
- Created and maintained various reports, tracking spreadsheets, and on-demand ad-hoc report requests, as needed, and within specific timeframes
- Tracked awards by reviewing and analyzing post-award financial, programmatic and expenditure reports to identify financial and administrative problems or potential problems

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- Performed a variety of post-award grants and/or cooperative agreement management tasks including conducting post-award reviews and analyses to identify and resolve management, financial, and administrative issues
- Prepared and reconciled quarterly reports, time extensions, advance of funds and reimbursement payment requests along with compiling supporting documentation
- Provided training, technical assistance and guidelines, oversight, expertise, and consultation to internal staff, management and program officials, awardees, review panels, applicants, recipients, and sub-recipients

Public Assistance Consultant (April 2020 – December 2022)

Various Clients | COVID-19

- Worked with local, state, and federal officials to identify eligible COVID-19 response and mitigation activities. Advised applicants on FEMA PA policy and documentation requirements
- Managed data analyst teams to assist with the creation of project cost summaries and review for accuracy and eligibility. Develop project narratives, identify expenses, and review for eligibility and accuracy for reimbursement and reconciliation
- Created and maintained various reports, tracking spreadsheets, and on-demand ad-hoc report requests, as needed, and within specific timeframes
- Provided training, technical assistance and guidelines, oversight, expertise, and consultation to internal staff, management and program officials, awardees, review panels, applicants, recipients, and sub-recipients

The list of Tetra Tech clients Ms. Torrent assisted in this role include:

- Harris County, Texas
- City of Houston, Texas
- Palm Beach County, Florida
- City of Dunedin, Florida
- Walton County, Florida
- City of Fort Myers, Florida

Public Assistance Consultant (March 2020 – June 2021)

City of Houston, TX | Hurricane Harvey

- Managed and monitored Project Formulation and Post Obligations teams to develop and collect funds on 205 projects ($2.3B)
- Responsible for developing and delivering complex financial and production reports both internally and to our Applicant. Creating and maintaining various reports, tracking spreadsheets, and on-demand ad-hoc report requests, as needed, and within specific timeframes
- Tracked awards by reviewing and analyzing post-award financial, programmatic and expenditure reports to identify financial and administrative problems or potential problems
- Performed a variety of post-award grants and/or cooperative agreement management tasks including conducting post-award reviews and analyses to identify and resolve management, financial, and administrative issues
- Prepared and reconciled quarterly reports, time extensions, advance of funds and reimbursement payment requests along with compiling supporting documentation
- Provided training, technical assistance and guidelines, oversight, expertise, and consultation to internal staff, management and program officials, awardees, review panels, applicants, recipients, and sub-recipients

Housing Sector Program Delivery Manager Lead (June 2019 – Present)

San Juan, PR | Hurricane Maria

- Managed and monitored a team of 6 engineers to develop 360 projects ($6B) for the PR Department of Housing, PR Housing Authority and 26 PNP's
- Worked with the Environmental team to develop processes to address lead and asbestos concerns in older buildings Collaborated with the Hazard Mitigation crew to develop a wind-retrofit strategy for the Housing projects
- Teamed up with technical specialist to work Architectural & Engineering projects for the Applicant
- With the assistance of the Drone Mission team, introduced the infrared thermographic inspections as an option for regular site inspections

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

- Damage Inventory validation of over 10,000 damage facilities. Creation of templates for repetitive damages and expedite scope and costing projects
- Participated in the creation of a sampling methodology to maximize benefits for the Applicant
- Coordinated, contributed, and collaborated with Hazard Mitigation, Insurance, and EHP, as well as FEMA leadership during project scope and cost stages
- Attended weekly meetings with Subrecipient to discuss technical issues with projects, challenges with FEMA and update state agency in the development and progress of the projects
- As of today, $40M (12 projects) have been obligated for projects our team have presented since July 2019

Emergency Debris Manager (October 2016 – January 2018)

City of Port Orange Public Works | Hurricane Matthew (October 2016 – March 2017) | Hurricane Irma (September 2017 – January 2018)

- Oversaw all aspects of the emergency debris collection of 500,000 cubic yards of debris including managing hauling contractors to ensure debris was collected and documented correctly, set up of the Debris Management Site and customer drop-zones and safety trainings for city employees and contractors
- Was responsible for monitoring and tracking the overall costs associated with all aspects of the project including auditing efforts and contract re-negotiation
- Ensured that the project documentation was in accordance with FEMA policy. Worked with FEMA PDMG debris and force account labor but permanent work repairs on roads, stormwater and city buildings and facilities. The City of Port Orange spent over $7M during Hurricane Matthew and over $4m during Hurricane Matthew from preparedness to debris collection and permanent repairs
- Development of Emergency Management module in the Work & Assets Management software to incorporate lessons learned and facilitate the data collection to expedite reimbursement

Operations Support Administrator (July 2016 – May 2018)

City of Port Orange Public Works

- Implemented a Work Management System to include Solid Waste, Roads & Traffic, Buildings & Facilities, Grounds & Stormwater and Emergency Management
- Developed, reviewed, and revised program improvements to institute methodologies, workflows, benchmarks, and metrics to continually capture and preserve institutional knowledge
- Coordinated system utilization to manage work planning and scheduling, resource assignment and use, cost accounting and budgetary requirements
- Established criteria and standards for effective operations and maintenance schedules
- Identified issues with Fleet and Shop to improve Productivity and Profitability
- Worked with Division Managers on budgets and Cost Benefit Analysis
- Coordinated and managed debris removal activities related to the incident; ensured communication with other members of the disaster recovery team; communication of project status activity and reporting; and dissemination and implementation of policy directives to debris removal personnel

Accounting Manager (December 2015 – July 2016)

LLMG, LLC.

- Managed a team of 4 AP clerks, 4 AR clerks & 5 Staff Accountants
- Ensured timely billing procedures and accurate revenue recognition
- Assisted in the month end closing and financial reporting process including account analysis and reconciliation
- Researched and resolve unusual entries when necessary and proposed reclassifications when appropriate
- Conducted financial analysis of general ledger accounts
- Assisted in the preparation of financial statements and various management reports, including month-end journal entries
- Reviewed job costing information and make inquiries and adjustments as appropriate
- Assisted accounting management in annual audits as directed

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TETRA TECH

Andy Burns

Senior Grant Manager



6 YEARS OF EXPERIENCE

Areas of Expertise

- Disaster Recovery Program Management
- Project Management
- Grant Administration
- Federal Compliance
- Procurement

Grant Experience

- FEMA Public Assistance
- FEMA Community Disaster Loan
- NRCS Emergency Watershed Protection Program
- Florida State Revolving Emergency Fund
- Florida DEM State Recovery Grant Program

Disasters

- Hurricane Irma, GA
- Hurricane Michael, FL & GA
- Hurricane Sally, FL
- Hurricanes Laura and Delta, LA
- COVID-19
- Hurricane Ian, FL
- Hurricane Nicole, FL
- Hawaii Wildfires, HI

Training/Certifications

- FEMA Program Delivery Manager

Education

B.A., English, Clemson University

EXPERIENCE SUMMARY

Andy Burns is an experienced grants manager with more than 6 years of expertise in supporting clients with the FEMA Public Assistance (PA) Program. Mr. Burns assists clients with damage assessment, project worksheet (PW) development, long-term recovery planning, and overall program management. He is skilled at project formulation, data collection and dissemination, grant compliance, procurement and contract review, project monitoring, audit support, and closeout procedures.

RELEVANT EXPERIENCE

Senior Project Manager (2024 – Present)

Tetra Tech | Various Projects

- Serves as the project manager for a number of clients in the Financial Recovery Practice and is responsible for the day-to-day operations of the engagement, including field operations and contractual aspects.
- Managed projects that have secured over $125 million in federal and state grants since 2019.
- Acts as the primary point of contact for client staff, contractors, and federal and state representatives.
- Responsible for all aspects of project management, including team workload and resource management, implementing quality assurance and control measures, client reporting, contract monitoring, subcontractor oversight, and financial forecasting.

Project Manager/Financial Recovery Specialist (2018 – 2024)

Tetra Tech | Various Projects

- Managed 17 FEMA PA projects across three states, including:
  - City of Abbeville, LA – Hurricane Laura
  - City of Albany, GA – Hurricane Michael
  - City of Callaway, FL – Hurricane Michael
  - City of Holly Hill, FL – Hurricane Ian
  - City of Lynn Haven, FL – Hurricane Michael
  - City of Orange City, FL – Hurricane Ian
  - City of South Daytona, FL – Hurricane Ian
  - Dougherty County, GA – Hurricane Michael
  - Housing Authority of South Landry, LA – Hurricane Delta
  - Iberville Parish, LA – 2021 Severe Storms & Hurricane Ida
  - Vernon Parish, LA – Hurricane Laura
  - **Volusia County School District, FL** – Hurricane Ian & Hurricane Nicole
  - **Volusia County, FL** – Hurricane Ian
  - Walton County, FL – Hurricane Sally & COVID-19

Program Delivery Manager (2017 – 2018)

AECOM | Atlanta, GA

- Managed projects and grant funding for the FEMA-coordinated disaster relief efforts for Hurricane Irma in the state of Georgia.
- Oversaw FEMA projects for 7 different government entities statewide, secured over $5 million in funding for rebuilding critical facilities, and served as the sole point of contact for the GA Dept. of Natural Resources, the third largest applicant in the state.

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TETRA TECH

Jake Oldenburger, PE, CFM, ENV SP

Senior Engineer

12 YEARS OF EXPERIENCE

Areas of Expertise

- Civil Engineering
- Flood Resiliency
- Flood Mitigation
- Construction

Key Training/Certifications

- Professional Engineer,
- New Jersey, No. 24GE05297500
- New York, No. 092397-1
- Texas, No. 136857
- Connecticut, No. 0034419
- Florida, No. 89161, 2020
- Certified Floodplain Manager (CFM)
- Envision Sustainable Professional (ENV SP)

Professional Affiliations

- American Society of Civil Engineers
- Association of State Floodplain Managers
- New Jersey Association of Floodplain Management

Education

ME, Civil Engineering, Stevens Institute of Technology

BS, Civil Engineering, Rensselaer Polytechnic Institute

EXPERIENCE SUMMARY

Mr. Oldenburger has over 12 years of experience in civil engineering, stormwater management, land development, and construction. His project experience has focused on projects in throughout the tri-state area, as well as Texas and Florida. He has effectively overseen the performance and preparation of detailed engineering designs for permitting and construction. As a project manager Mr. Oldenburger has developed a reputation of being extremely versatile in executing a wide range of complex projects.

His expertise lies in flood resiliency design and feasibility studies, hydraulic analyses and calculations, stormwater management reports, flood studies, soil erosion and sediment control designs and reports, site grading and earthwork analyses, survey, construction coordination and inspections. Over the past few years, he has specialized in resiliency and flood mitigation planning in response to hurricanes in New York, Texas, and Florida.

RELEVANT EXPERIENCE

Water

Newport News Marine Terminal Water System Upgrade, Newport News, VA (2020 – Current)

Mr. Oldenburger is the project manager overseeing the evaluation and design of the domestic and fire water utility system at the marine terminal owned by the Virginia Port Authority. Analysis involves verifying daily demands, calculating fire flows, and performing detailed hydraulic modeling to pipe sizing. The detail design of the project will require phasing to minimize impacts to the facility and permitting for a new connection to the municipal system.

Civil Engineering

City of Houston, Lake Houston West Fork Dredging, Houston, TX (2020 – Current)

Mr. Oldenburger is the Project Manager leading the design of the dredging of the West Fork area of Lake Houston. During Hurricane Harvey over a one million cubic yards of sediment was deposited in West Fork region which has caused impacts to recreation and reduction of water storage in the lake that is used by the city for drinking water. The design is following extensive investigations lead by Tetra Tech. The project is funded by FEMA as part of the debris removal and is required to meet the objectives specifically outline in the FEMA Project Worksheet. Detailed Design includes identification of all the dredge prisms and planning of the Dredge Material Placement Area.

NYC Department of Design and Construction, Red Hook Coastal Resiliency, Brooklyn, NY (2019 – Current)

Mr. Oldenburger is the Project Manager on a consultant team that is designing the flood protection improvements for this $100 million coastal resiliency project, which is partially funded by a FEMA's Hazard Mitigation Grant Program. Red Hook area of Brooklyn is categorized as a low-lying, coastal area with the greatest risk of flooding in hurricane-strength storms. Tetra Tech is leading the detailed analysis of the interior

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drainage system, which is comprised of combine sewers and major interceptors. Because the project is receiving FEMA funding Tetra Tech is leading the benefit-cost analysis, which required a detailed evaluation of finish floor elevations of approximately 1,000 structures.

NYC Department of Environmental Protection, Onsite Green Infrastructure, Schools, Brooklyn/Queens, NY (2020 – Current)

Mr. Oldenburger is the Project Manager leading the planning and design of approximately $15 million in green infrastructure improvements at eight New York City public schools in Brooklyn and Queens. The project includes subsurface storage chambers, porous paving and other various site improvements. The sites range in size from 1 to 15 acres and are numerous constraints to work around. Planning efforts included a detailed site visit and geotechnical investigation to characterize soil conditions and determine infiltration rates. The design of the green infrastructure is in accordance with the NYCDEP On-site Design Manual. The Green Infrastructure Program is part of the city's CSO consent order to manage stormwater and reduce combined sewer overflows. The goal of the program is to manage the equivalent of one inch of precipitation on 10% impervious surfaces thereby improvements the water quality and promoting sustainability.

NYS Governor's Office of Storm Recovery, East Rockaway High School Green Infrastructure Retrofit / East Rockaway, NY

Mr. Oldenburger was the Project Manager for the planning and design of approximately $4.1 million in green infrastructure improvements at East Rockaway High School on Long Island. The project includes subsurface storage chambers, synthetic turf, porous paving, and rain gardens. The existing site is constrained on all four sides by school buildings and the Mill River resulting in very limited work areas. The project included a detailed site investigation walk through with a review of existing conditions and a geotechnical investigation (boring) plan and geotechnical testing to determine field and laboratory soil characteristics, soil permeability rates, and depths to groundwater table. The final improvements include five (5) new rain gardens, improvements to the school's turf fields, parking lot improvements, and retrofitting of the existing failing subsurface drain system. Storm surge mitigation improvements are also incorporated into the design that include backflow prevention devices and an elevated bulkhead.

NYS Governor's Office of Storm Recovery, Lister Park Green Infrastructure Improvements, Rockville Centre, NY

Mr. Oldenburger was the Project Manager for the approximately $3.1 million in site improvements to retrofit the park site with new green infrastructure components intended to reduce discharge and treat runoff before entering the Mill River. The design includes reconstruction of an existing paved parking area and the creation of a new rain garden. The final design minimizes construction costs by utilizing the existing parking area base material and minimizing excavation requirements. The project included a detailed site investigation walk through with a review of existing conditions and a geotechnical investigation (boring) plan and geotechnical testing to determine field and laboratory soil characteristics, soil permeability rates, and depths to groundwater table.

JFK International Airport Storm Surge Flood Mitigation (17 Outfalls), PANYNJ, Jamaica, NY

Assistant Engineer for Stage I, III, and IV design services for improvements to JFK's drainage system to mitigate damages from storm surge events. The improvements include storm surge devices at 17 different locations around the airport ranging from single 24"x24" flapgate up to triple 16'x18' flapgates. Close coordination and evaluation throughout the design process with the Engineering Department, Storm Mitigation and Resilience Office (SMRO), and JFK international staff was a key piece to the project's success to date.

JFK International Airport Storm Surge Flood Mitigation (5 Outfalls), PANYNJ, Jamaica, NY (2018 – Current)

Project Manager for Stage IV design services for improvements to JFK's drainage system to mitigate damages from storm surge events. The improvements include storm surge devices at 5 different locations around the airport's bulk fuel farm. Close coordination and evaluation throughout the construction process with the Engineering Department, Port Authority Construction and Management, and JFK airport operations staff was a key piece to the project's success to date.

NYS Governor's Office of Storm Recovery, Smith Pond, Rockville Centre, NY (2017)

Mr. Oldenburger was the Project Manager for the approximately $4.9 million in site improvements to retrofit the park site to reduce sedimentation, nutrient loads, and vegetation growth within the open water of pond in Rockville Centre on Long Island. In addition to other park improvements a fish ladder will be constructed to support historic fish migration in the upper section of the Mill River. The project included a detailed site investigation walk through with a review of existing conditions and a geotechnical investigation (boring) plan and geotechnical testing to determine the quantities for dredging.

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Brooklyn Piers, Port Authority of New York and New Jersey, Red Hook, Brooklyn, NY. (2018 – Current)

Civil Project Engineer for the planning, design, and design services during construction of improvements to the electrical lighting system at Brooklyn Piers. The port was greatly impacted during Hurricane Sandy and flood majority of the facility which inundated the electrical conduits for the high mast lights at the port. The salt water is beginning to corrode the conduits causing power outages. Mr. Oldenburger is responsible for the civil and traffic components of the project to facility the removal and replacement of the impact conduits.

NYS Governor's Office of Storm Recovery, Coastal Marsh Restoration, Town of Hempstead, NY. (2017 – Current)

Mr. Oldenburger was the Project Manager for the approximately $29 million coastal marsh restoration project. The project consisted of a detailed existing conditions evaluation and 30% design to restore the coastal marshes to provide wave and flood protection benefits to the communities in the lower Mill River basin. In addition to extensive field investigations, the 30% design development project includes, development of marsh improvement features, hydrodynamic modeling to evaluate the flood and wave attenuation performance of the proposed marsh elements, development of 30% design plans, cost estimating and construction schedule development. Also another component of the project consisted of the 30% for an built up overlook area at the south end of Bay Park. The overlook would be a landscape feature that provide areas for the community to see and learn from the coastal marsh restoration.

FEMA Hurricane Michael Damage Assessment, City of Lynn Haven, FL. (2018 – 2019)

Mr. Oldenburger is the Project Manager who lead a technical team of engineers to assess the damages at the City of Lynn Haven's wastewater and water facilities. The City of Lynn Haven received significant wind and wind-blown debris damage as a result of Hurricane Michael that struck the panhandle of Florida in October of 2018. The project specifically includes documenting damages via site inspections, preparing scopes of repairs, and cost estimating for submission to FEMA for reimbursement.

FEMA Hurricane Michael Hazard Mitigation Planning, City of Lynn Haven, FL. (2020)

Mr. Oldenburger is the Project Manager who lead a technical team of engineers to develop plans to hardened the City of Lynn Haven's Fire Station. The City of Lynn Haven received significant wind and wind-blown debris damage as a result of Hurricane Michael that struck the panhandle of Florida in October of 2018. The project specifically includes retrofitting the existing structure with upgraded garage doors and openings to allow emergency personnel to respond quicker follow future storms.

FEMA Hurricane Michael Hazard Mitigation Planning, City of Callaway, FL. (2020)

Mr. Oldenburger is the Project Manager who lead a technical team of engineers to develop plans to install generators at four critical facilities and harden a stormwater pond from erosion. The City of Callaway received significant wind damage as a result of Hurricane Michael that struck the panhandle of Florida in October of 2018. The generators will allow these critical facilities to continue operating in the event of loss of power. The banks of the stormwater pond contained trees that were damaged during the hurricane. To prevent future erosion a swale and banks along the pond will be harden with erosion control matting.

Hurricane Harvey FEMA 406/404, City of Houston, TX.

Senior Engineer as part of Tetra Tech's Hurricane Harvey recovery program for the City of Houston (City). The work included preparing flood mitigation strategies for the City's utility infrastructure as well as government buildings. The infrastructure included potable water supply wells and treatment systems, wastewater treatment and pumping stations, and government buildings. The work was completed in compliance with Federal Emergency Management Agency (FEMA) requirements under the 406, 404, and 428 programs. There were 75 total sites for two city departments – Houston Public Works (HPW) and Government Services Department (GSD). There were 56 HPW sites and 19 sites for GSD. The HPW sites included 22 drinking water sites and 39 wastewater facilities. The breakdown of drinking water sites included 4 ancillary buildings, 3 water treatment plants, 15 potable wells. For the wastewater utility, the breakdown included 5 wastewater treatment plants and 34 pump stations. The GSD sites included City Hall, City Hall Annex, Parking Garages, Public Works, and the Municipal Courthouse.

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

TETRA TECH

Alexander Garde, P.E.

Site Inspection Lead

10 YEARS OF EXPERIENCE

2 DISASTERS

Areas of Expertise

- Project Management
- Damage Assessments
- Cost Estimates
- Inspections
- Training
- Structural Engineering

Key Training/Certifications

- Texas Professional Engineering License #119130
- Florida Professional Engineering License #84428
- Louisiana Professional Engr. License #45385
- Puerto Rico Professional Engr. License #28245
- Engineering Codes – IBC, ASCE 7, ACI, AISC, API 620/650
- Engineering Software – 3D Modeling, 2D CAD, Design/Analysis

Education

M.S., Structural Engineering

B.S., Civil Engineering

EXPERIENCE SUMMARY

Mr. Garde is a licensed Professional Engineer with over ten years of experience in structural and civil engineering. He has experience in a wide variety of projects, including disaster recovery and international projects. Mr. Garde has extensive experience providing damage assessments, cost estimates, identifying mitigation solutions, and overall understanding of infrastructure and water projects. Most recently, Mr. Garde served as Technical Specialist Lead following the devastating effects of Hurricane Maria in Puerto Rico.

RELEVANT EXPERIENCE

Technical Specialist Lead (March 2023 - Present)

City of Ft. Myers | Hurricane Ian Disaster Recovery

Mr. Garde is the lead Site Inspector working with FEMA to conduct site inspections across the city of FT. Myers. He is actively on site conducting site inspections for future scope of work and cost estimate development.

Technical Specialist Lead (July 2018 - Present)

COR3 Puerto Rico | Hurricane Maria Disaster Recovery

Mr. Garde manages and advises a team of 20 engineers and cost estimators to produce damage assessment reports, scope of work documents, and cost estimates. He performs site walkdowns and inspections to assess damage related to Hurricane Maria. Additionally, Mr. Garde conducts daily meetings to coordinate SOPs with team and provided training on workflow and new processes.

Structural Team Lead (February 2018 - Present)

The Walt Disney Company | Reedy Creek Headworks Improvement Project

Mr. Garde performs assessment of existing headworks structure damaged by H2S gasses and identified mitigation solutions to prevent future degradation to the facility. Additionally, he prepares drawings and calculations for repair of the existing concrete headworks structure.

Structural Team Lead (July 2017 - Present)

Water and Wastewater Projects

Mr. Garde is responsible for the design of new process structures related to wastewater and water treatment. He also performs field investigations condition assessments for the revamp and upgrade of existing municipal facilities.

Structural Inspector (November 2017 – December 2017)

City of Houston, TX | Hurricane Harvey Disaster Recovery

Mr. Garde conducted property site inspections to assess and document environmental or other hazardous conditions. Additionally, he detailed damage conditions and produced assessment reports for government facilities located in the central Houston area.

Structural Engineer (July 2017 – December 2017)

Nevada Environmental Response Trust | Water Treatment Project

Mr. Garde provided construction assistance, answered field RFI's, and provided construction support during construction efforts. Additionally, he provided field

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sketches for modification of existing as-built facility pipe racks and equipment foundations.

Structural Team Lead (February 2017 – July 2017)

FEED (Al-Jubail, KSA) | SABIC Ammonia Reliability Improvement Revamp Project

Mr. Garde developed Geotechnical Investigation Survey sub-contract packages for the existing plant facility. Additionally, he developed Civil/Structural Design Basis Specifications to support revamp effort and provided calculation package and drawing QA/QC for team members located in New Delhi, India.

Structural Team Lead (May 2015 – July 2017)

FEED/EP (Roxana, IL) | P66 - Wood River FCC Reactor Replacement Project)

Mr. Garde managed and advised a team of three engineers in Houston and Mexico for the revamp of FCC unit that was built in the 1940s. He prepared job specifications and SOW packages for construction contractors, designed, and developed engineering & demolition drawings for the replacement of 10 floors in catalytic cracking unit structure per latest ASCE/AISC standards, and performed site walk downs at site supplemented with Laser Scan data and provided client interface and tended onsite meetings. In addition, Mr. Garde answered field RFI's and provided construction support for pre-turnaround effort.

Senior Engineer (August 2016 – October 2016)

E (Romania) | Confidential –Time History Analysis Verification

Mr. Garde conducted time-history seismic analysis verification (peer-review) for fourteen equipment modules using STAAD Pro based on scaled historical seismic records. He also obtained and checked design seismic response spectra for multi-level switchgear and compressor modules based on United Facilities Criteria & Specifications.

Senior Engineer (April 2016 – August 2016)

BED (Onsan, Korea) | KPIC – SCORE Furnace / GTE Ducting Expansion Project

Mr. Garde was responsible for plate element design and analysis using STAAD Pro for new air duct modules. He also detailed and reviewed design drawings for basic engineering design package.

Senior Engineer (January 2015 – February 2017)

FEED/EPC (Faustina, LA) | Mosaic – Ammonia Plant Revamp

Mr. Garde revamped steel convection section structure for plant capacity increase, designed and detailed module lifting requirements for demolition and replacement, provided supervision for global structural analysis for the modified Primary Reformer, and designed preliminary pipe rack modifications to support additional two levels.

Senior Engineer (August 2015 – November 2015)

FERC FEED (Plaquemines, LA) | Venture Global –Plaquemines LNG

Mr. Guard developed FEED specification and sub-contract packages to support FERC regulation approval (49 CFR/FERC Draft). He also created Wind/Seismic/Topographic/Geotechnical/Bathymetric specifications.

Senior Engineer (January 2015 – October 2015)

BED (Quanzhou, China) | Sincochem – SCORE Furnace Expansion Project

Mr. Garde developed STAAD model for new SCORE furnace to support basic engineering design package for detail engineering. He also performed a study between Chinese design standards and ASCE for wind & earthquake loading.

Engineer (March 2013 – March 2015)

EPC (Freeport, TX) | BASF – Ammonia Plant FEED

Mr. Garde developed ammonia tank loading spreadsheet based on API 650 and API 620 and P-M interaction spreadsheet for pre-stressed concrete piles. He also provided MTOs for equipment foundations and steel pipe racks and performed dynamic analysis for compressor table-top foundation and cooling water tower sump.

Engineer (September 2012 – November 2015)

EPC (Chad, Africa) | Exxon – Oil Refinery Well Projects

Mr. Garde developed new and modified oil well pads to support the production at an existing ESSO oil refinery, produced foundation location plans and finish grading plans for new well pads, designed new anchor block supports for relocated underground pipelines, and designed new concrete foundations for equipment skids.

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Engineer (December 2014 – February 2015)

Alliant (Marshaltown, IA) | Power Generation Facility

Mr. Garde was responsible for the verification of in-place steel piles for new turbine generator concrete table-top. He also developed spreadsheet for determining dynamic pile spring constant based on the Novak method for dynamic pile stiffness and verified new turbine tabletop and existing piles using STAAD Pro solid elements.

Engineer (May 2012 to August 2015)

FEED/EPC (Channelview, TX) | Equistar – Ethylene SCORE Furnace Expansion Project

Mr. Garde analyzed and designed new support level on existing infrastructure pipe rack and new MOV and de-coke steel structures. He created demolition plans of existing paving and equipment foundations and rebar layout drawings for new furnace foundation. Additionally, Mr. Garde designed temporary structural frames to aid demolition of existing pipe rack structure and designed misc. equipment and pipe support foundations.

Associate Engineer (July 2012 – July 2013)

FEED/EPC (Waggaman, LA) | Dyno Nobel – Grassroots Ammonia Project

Mr. Garde designed pile supported foundations for vessels and skid mounted equipment. He also analyzed and designed new pipe racks and produced material take off quantities.

Associate Engineer (January 2012 – December 2013)

C (Juliette, GA) | Southern Company – SCR/FGD Coal Module Lifting Project

Mr. Garde built FEA Structural models based on fabrication drawings using STAAD pro, designed field modifications for strengthening duct lifting points, and developed and documented lifting calculations, lugs, and rigging layouts for SCR & FDG modules based ASME B.30 (Below the Hook) and AISC specifications.

Associate Engineer (May 2011 – December 2011)

FEED (Angola, Africa) | Sonaref – Oil Refinery

Mr. Garde produced preliminary design calculations and sketches for offsite pipe racks and equipment and analyzed preliminary cooling water basin and sump and produced material quantities.

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TETRA TECH

Gary M. O'Neal, Jr., CFM

Hazard Mitigation Lead



16 YEARS OF EXPERIENCE

16 DISASTERS

$9B GRANT FUNDING

Areas of Expertise

- National Flood insurance Program (NFIP) Floodplain Management
- Hazard Mitigation Planning
- Community Rating System (CRS)
- FEMA Building Science
- Hazard Mitigation Assistance (HMA) – Application Development, Cost Analysis, Application Review, Grant Monitoring, Grant Closeout, Consulting, and Technical Assistance
- Public Speaking
- Cost Estimating
- Project Management
- Contract Review/Evaluation
- Public Outreach
- Business Development
- Technical Writing
- Proposal Content
- Proposal Writing
- FEMA GO
- NDGrants
- eGrants
- GOHSEP Grants/LAHM
- National Emergency Management Information System (NEMIS)

Education

Louisiana State University, History & Political Science, 2002

EXPERIENCE SUMMARY

Gary O'Neal brings over a decade of practical knowledge in the Disaster Response and Emergency Management field and leads Tetra Tech's subpractice in his role as Director of Mitigation Grant Services. His subject matter expertise in Hazard Mitigation spans the local, state and federal levels. He has extensive experience in the implementation of Hazard Mitigation Assistance (HMA) Programs and is a Subject Matter Expert for Section 404 of the Robert T. Stafford Act. These skills have enabled Gary to build a vast network of trusted colleagues and clients which have allowed him to successfully leverage hundreds of millions of dollars in resilience funding across multiple state and federal funding sources while managing the projects these funds enabled the implementation of from concept to closeout. He has successfully collaborated with federal, state and local agencies along with both non-governmental organizations and private corporations and the general public to implement Hazard Mitigation Assistance Programs at the State and Local levels.

In his role as Director, Gary brings Tetra Tech a unique perspective that includes a history of providing technical assistance at the applicant level while working across the grant life cycle from application development to post-award to monitoring and closeout. This includes familiarity with both new, current and now sunset FEMA Mitigation Programs including BRIC, HMGP, PDM, FMA and FMA Swift Current.

RELEVANT EXPERIENCE

Director – Mitigation Programs (October 2023 – Present)

Tetra Tech, Inc.

Gary oversees outreach efforts on behalf of county and municipal governments and has assisted in the development of successful Hazard Mitigation Assistance (HMA) Grants across the United States. At both the state and local level, his team develops applications and sub-applications for FEMA's entire Hazard Mitigation Assistance (HMA) portfolio, including the Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), FMA Swift Current and FEMA's flagship Infrastructure Program, the Building Resilient Infrastructure and Communities (BRIC) Program. In his role as Director, Gary provides and oversees the provision of technical assistance at both the applicant and sub-applicant level while working from application development to post-award and monitoring to closeout.

Since joining the Tetra Tech team, Gary has worked on the following projects:

State of Iowa Homeland Security and Emergency Management Department (HSEMD) (2023 – Present)

Gary leads the Tetra Tech Team in providing Hazard Mitigation Assistance (HMA) Grant Management services on behalf of the State of Iowa's HSEMD to sub-applicants in developing sub-applications for the FEMA Building Resilient Infrastructure & Communities (BRIC) program. This work includes development of both sub-applications as well as fully documented Benefit Cost Analyses (BCA) using the FEMA BCA ToolKit v6.0. His team has been tasked with development of Iowa's first-ever sub-application on behalf of a Community Disaster Resilience Zone (CDRZ) designated sub-applicant. Tetra Tech has also been asked to assist Iowa HSEMD with the

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development of its first Building Code Plus Up application along with one of its first-ever Flood Mitigation Assistance (FMA) Scoping Grant Applications.

State of Utah – Department of Public Safety, Division of Emergency Management (DEM) (2023 – Present)
Gary is the Principal for Tetra Tech's support of Utah's DEM for Benefit Cost Analyses (BCA) and BCA Reviews for their Non-Disaster Grant Cycles, including the Building Resilient Infrastructure and Communities (BRIC) Grant Program and Flood Mitigation Assistance (FMA) Grant Programs. Tetra Tech has provided BCA Development, review and Analysis for dozens of BCA's over the last two Non-Disaster Grant Cycles (2022 and 2023).

State of New Jersey Office of Emergency Management (NJOEM) (2023 – Present)
Gary is the Principal in support of the Tetra Tech's support of the State of New Jersey's Office of Emergency Management's (NJOEM) BRIC Application Cycle for FY23. This includes the Tetra Tech team providing Technical Assistance at the Applicant and Sub-Applicant level, identification of eligible Mitigation Activity types, development of sub-applications, and Benefit Cost Analysis (BCA) development for all FEMA BRIC Sub-applications submitted by NJOEM.

State of Oregon Office of Emergency Management (OEM) (2023 – Present)
Gary serves as Tetra Tech's lead in the provision of on-call Hazard Mitigation Assistance (HMA) consulting for Oregon OEM. This includes consulting on the State's efforts to implement the Safeguard Tomorrow Revolving Loan Fund (STORM Act RLF) and working in an on-call capacity for OEM's Hazard Mitigation Assistance (HMA) applicant-level services.

Market Leader (October 2020 – September 2023)

C.H. Fenstermaker (CHF) | Hazard Mitigation, FEMA Building Science, NFIP

- Founded the Grants Management Division, serving both Engineering and Coastal (Environmental) Divisions of C.H. Fenstermaker
- Developed Business Development/Capture Strategy, hiring/staffing and all policy, process and procedural development for consultancy provision for both Engineering and Coastal Divisions
- Hired two Urban Planners, two Planning Interns, a Grants Manager, Professional Engineer (PE) and an Engineering Intern as a Direct Report to the Grants Management Team
- Oversaw the growth of the Grants Division; since inception (4th quarter of 2020), the Grants Division had written approximately $120 million in combined HMA, CDBG-MIT, NOAA, and other grant-funded project applications during his tenure
- Wrote $15 million in Building Resilient Infrastructure & Communities (BRIC) sub-applications for mitigation activities, such as coastal infrastructure (shoreline stabilization) and project scoping (flood risk reduction) related activities since the inception of the BRIC Program in FY 2020
- Successfully navigated a CHF position and onboarding onto CompassJV PTS Contract for Zone 2
- Led for DR-4611 Task Order from FEMA Building Science
- Led consultant providing technical details to Louisiana State Uniform Construction Code Council during their building code cycle update
- Successfully advocated for Louisiana to include a minimum of one (1) foot freeboard in the statewide building code
- Authored FEMA Technical Advisory comparing foundation systems for residential construction (Slab on Grade or SOG versus Open Space)

Senior Project Manager/Client Relations Manager (August 2018 – October 2020)

Quality Engineering & Surveys, LLC (QES)

- Led the business development, public outreach, application development, grant writing, RFI and approval process of approximately $21,800,000.00 in approved and obligated HMA Grants (HMGP, FMA & PDM) and an additional $400,000 in CDBG-DR contracts over approximately 24 months
- Ensured compliance with HMA Unified Guidance and 2CFR 200
- Provided strategic direction on all grant writing/grant management functions and overall mitigation strategies for the following municipalities:
    - City of Scott, Louisiana
    - City of Denham Springs, Louisiana

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  - City of Walker, Louisiana
  - Acadia Parish
  - St. Martin Parish
  - St. Mary Parish
  - Iberia Parish
- Developed and Directed QES' Grants Management policies, processes, and procedures
- Generated the following new Grants Management clients as a Member of the QES Business Development Team:
  - City of Scott
  - City of Denham Springs
  - City of Walker
  - Iberia Parish
  - Rapides Area Planning Commission
  - Calcasieu Parish Police Jury
  - Parish of St. Martin
  - Parish of Acadia

Closeout Specialist, State Applicant Liaison (SAL 1, SAL 2) – Regions 4 & 5 (June 2014 – August 2018)

Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP)

- Provided Technical Assistance on the full spectrum of HMA Grant Programs (HMGP, FMA & PDM)
- Provided Technical Assistance to all municipal sub applicants in Region 4 of Louisiana including:
  - Acadia Parish
  - Evangeline Parish
  - Iberia Parish
  - Lafayette Parish
  - St. Landry Parish
  - St. Martin Parish
  - St. Mary Parish
  - Vermilion Parish

- Provided Technical Assistance to all municipal sub applicants in Region 5 of Louisiana including:
  - Allen Parish
  - Beauregard Parish
  - Calcasieu Parish
  - Cameron Parish
  - Jefferson Davis Parish
- Provided municipal sub applicants Statewide with Technical Assistance regarding all HMA Grant Closeout Processes for grant-funded Mitigation activities while in Closeout
- Activated as an Operations Officer during all Presidentially Declared Disasters where full Activation of GOHSEP Emergency Operations Center (EOC) was required, including DR-4263 and DR-4277 (March and August floods of 2016)

ADDITIONAL EXPERIENCE

Select Presentations:

- National Hurricane Conference (NHC) – 2023, Trends in Mitigation (Panel Discussion Moderator)
- National Hazards Center National Conference – 2023 – Mitigation Through the Practitioner Lens - Panelist
- LA Floodplain Management Association Conference – 2023 – Federal Flood Risk Management Standard (FFRMS) – Moderator
- Texas Floodplain Management Association (TFMA) Technical Conference – 2023 – Trends in Mitigation - Panelist
- Oklahoma Floodplain Management Association Conference – 2022 – Trends in Mitigation - Panelist
- Association of State Floodplain Managers – 2022 – Calcasieu Parish and the Case for Unsiloed Consultants (Track: Post Disaster, Theme: Local Case Studies of Navigating Post-Disaster Recovery Programs) – Presenter

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TETRA TECH

Charlotte Wing

Subject Matter Expert

13 YEARS OF EXPERIENCE

Areas of Expertise

Emergency Preparedness

Planning

Mitigation

Disaster Recovery

Disaster Response

Business Continuity Strategies

EMMIE

RS Means

Grant Experience

Fire Management Assistance

Public Assistance

Key Training/Certifications

FEMA Professional Development Series

Education

Arkansas Tech University, Bachelor of Science, Emergency Administration and Management, 2010

EXPERIENCE SUMMARY

Deputy Regional Program Manager Ms. Charlotte Wing has over 13 years of experience in emergency management, specializing in disaster recovery and grant management. She has successfully led teams at FEMA, overseeing the formulation of federal recovery grants and writing or reviewing 1,900+ grant projects. During her time at FEMA, Charlotte was recognized as FEMA's Most Valuable Player multiple times for her leadership and program improvements. Her expertise includes public assistance, disaster recovery planning, and mentoring staff to meet federal compliance standards. Charlotte's hands-on experience with FEMA and state agencies makes her a strong leader for this project.

RELEVANT EXPERIENCE

Deputy Regional Program Manager (September 2024 – Present)

Tetra Tech, Inc.

In this role, Charlotte supports the Regional Program Manager in overseeing disaster recovery, emergency management, and mitigation programs across the region. This role is responsible for ensuring the successful execution of client projects by managing teams, coordinating resources, and maintaining compliance with federal, state, and local regulations. Charlotte will also provide technical oversight, mentor staff, and drive program improvements to meet project milestones and client objectives.

Supervisory Emergency Management Specialist (February 2022 – September 2024)

Federal Emergency Management Agency (FEMA)

As a Supervisory Emergency Management Specialist (Completed Lane Manager), Charlotte supervised a group of up to 17 individuals at a time including FEMA Staff, Local Hires, and Technical Assistance Contractors (TACs). Her team was responsible for writing Federal Recovery Grants for all permanent work projects that were 100% work completed. The work categories included C-E (meaning roads, bridges, culverts, water control facilities, such as dams and levees, as well as buildings and equipment). The team also wrote category B & G projects. Charlotte's responsibilities included:

- Setting priorities, performance goals, and maintaining accountability for her staff
- Managing and providing daily reporting and tracking on workload progress and effectively communicating progress to leadership
- Mentoring, coaching, and building teams as well as providing programmatic resources and support to staff
- Reviewing complex projects to ensure they are accurate, complete, and within compliance guidelines
- Developing/updating training materials for new staff and existing staff across all Consolidated Resource Centers nationwide
- Completing performance evaluations for each of her employees every quarter
- Coordinating grant issues/concerns with Field Leadership to develop a path forward
- Attending/running meetings with CRC Leadership/her staff to problem solve issues and message out important announcements from Leadership

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- Attending working groups to assist in development/implementation of new programs across FEMA including the Simplified Procedures Policy
- Key achievements include receiving CRC Central Most Valuable Player multiple times

Emergency Management Specialist (January 2017 – February 2022)

Federal Emergency Management Agency (FEMA)

As an Emergency Management Specialist, Charlotte's responsibilities included supervising a team of Technical Assistance Contractors (TACs), validating back-up documentation to write projects in the Grants Manager, assisting with the development of new Scope of Work/Validation Templates, creating job aids, conducting daily team huddle meetings, creating flood maps for projects, effectively communicating with Program Delivery Managers and Program Delivery Task Force Leads (TFL) in a respectful manner to ensure all back-up documentation is uploaded and accurate, re-working any projects being sent back from Quality Assurance (QA), Environmental Historic Preservation (EHP), or Insurance, and serving as an Acting Task Force Lead while her Task Force Leader (Supervisor) was out of the office or busy with additional tasks, and needed assistance with her peers. Other duties included:

- Utilizing the FEMA Public Assistance Program and Policy Guide, 44 CFR and 2 CFR to validate projects and ensure compliance with applicable guidance, policy and regulations
- Coordinating and collaborating training of TACs using tools such as PowerPoints, check lists, and position assists, as well as one-on-one mentoring by walking individuals through how to validate a project step by step
- Supervising TAC staff by producing daily accountability reports, facilitating daily huddle calls, answering all questions; and acting as their TFL as far as sending projects back or communicating with leadership in the field
- Mentoring new CORE staff to include walking them through step by step how to validate a project, answering their questions, and giving them resources to create maps and review FEMA policies/procedures
- Utilizing Grants Manager to review and analyze submitted documents for accuracy, and to input information used to validate data and formulate projects
- Reviewing grants for data integrity to ensure compliance in accordance with regulations or policy by conducting Peer Reviews on CORE staff and TAC staff for her team
- Providing guidance to leadership, peers, and external stakeholders when interpreting regulations and policy
- Presenting improvement strategies to improve CRC processes through the Change Control Tool (CCT)

Acting Lane Manager (September – October 2019, February – March 2020, May 2020 – February 2022)

Federal Emergency Management Agency (FEMA)

- Set priorities and performance goals for the staff
- Delegated subordinate work projects
- Managed and provided daily reporting and tracking on workload progress
- Effectively communicated with internal and external stakeholders regarding projects and status of projects
- Completed quarterly/yearly evaluations for staff
- Maintained accountability of the staff
- Coached and mentored staff by providing programmatic resources and support
- Approved leave for TAC and CORE Staff before they submitted leave requests
- Attended management meetings
- Offered guidance to other teams' Lane Managers and members working on projects
- Reformatted the meeting notes to run our daily Huddle Meetings more effectively
- Reformatted the daily report emails to be easier to read and understand for her team, as well as management
- Reviewed complex projects to ensure accuracy, completion, and compliance with FEMA's policies
- Prioritized the workload on the staff based on management's needs/expectations
- Elevated project formulation issues that negatively impacted sub-recipients' claims to Deputy Director

Achievements:

- Wrote over 443 projects (grants) since January 2017
- Peer-reviewed over 1,500 projects

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- Served as Subject Matter Expert for her team on CAT E projects (buildings and equipment)
- Recipient of CRC MVP in 2018, 2019 & 2020
- Served as Acting Lane Manger during her supervisor's paternal leave absence, as well as for a supervisor on another team while he was assisting with CRC Atlantic in Puerto Rico
- Received a Performance Based Awards in 2018, 2019 & 2020 for her job performance

Grant Coordinator (December 2013 – December 2016)

Texas Division of Emergency Management (TDEM)

In this role, her responsibilities included performing an array of technical tasks including training, research, planning, compliance, program assessment and administrative activities related to TDEM federal grants administration.

- Provided policy, guidance, and advocacy support throughout the grant lifecycle
- Co-led in planning, organizing, and coordinating disaster recovery programs that involve Local, State, and Federal agencies, volunteer groups and the public, serving as a liaison to staff, government agencies, community organizations or the general public to assist in explaining program specifics and requirements
- Supported disaster case management to provide continuity to survivors, prevent duplication of efforts, and preserve donated resources
- Monitored compliance with requirements, laws, regulations, policies, and procedures for assigned program
- Represented the State during post-disaster operations and helping coordinate provision of post disaster assistance
- Traveled throughout the State to survey disaster areas to assist in the identification of appropriate measures to assist local officials and the most applicable State and federal assistance programs to fund those measures
- Documented recovery efforts using established information management systems, after action and remedial action management plans
- Participated in extended Joint Field Office operations, assisting in preparing and processing applications for disaster projects in accordance with applicable state and federal laws, rules, policies, and procedures
- Performed project site inspections to verify progress or completion of grant projects and causes for delays from established timelines or deviations from the approved scope of work
- Coordinated response and recovery efforts between voluntary agencies, State, and Local government
- Assisted local jurisdictions with requests for extensions or project changes as appropriate

During March and April 2016, Charlotte served as Acting Team Lead. During this time, she had the following additional responsibilities:

- Trained peers on how to pull quarterly reports
- Trained peers on how to properly utilize the grants management system
- Conducted training on properly closing grants and how to document effectively written project worksheets
- Completed daily accountability
- Attended management meetings

Key achievements in this role include the following:

- Completed 21 large grant audits
- Successfully wrote 51 project worksheets
- Closed 743 project worksheets
- Conducted 10 preliminary damage assessments
- Conducted 10 site inspections
- Closed 50 applicants for the Fire Management Assistance Grants (FMAGS)
- Subject Matter Expect (SME) for FMAGs
- Conducted 13 applicant briefings
- Received excellent employee evaluations
- Received multiple commendations from applicants and colleagues on her knowledge of the Public Assistance Program

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Public Assistance Project Specialist (May 2011 – October 2013)

Federal Emergency Management Agency (FEMA)

In this role, she wrote quality project worksheets (subgrant applications) for possible funding without any modifications (complete scope of work, damage description, and accurate cost estimate) in accordance with the Public Assistance Crew Leader project formulation plan, preparing project worksheets (subgrant applications) including:

- Conducted site inspections, documenting eligible damages, conducting project research and analysis formulated eligible scope of work
- Estimated costs of scope
- Identified and coordinating special consideration
- Provided supporting documentation
- Conducted small project validations in accordance with the validation standard operating procedure
- Coordinated with the applicant's technical staff, consultants, and others as required by the applicant and project
- Educated the applicant on the Public Assistance program
- Documented issues and decisions made with the applicant and submit to the Public Assistance Crew
- Leader for inclusion in the Case Management File (CMF)
- Entered Project Worksheets (subgrant applications) and supporting documentation in the EMMIE database
- Ensured utilization of Public Assistance Dashboard, ensuring utilization of the Public Assistance Pocket Field Guide
- Coached or mentored staff on program-related issues
- Ensured response to customer inquiries and requests
- Provided project status updates
- Performed compliance reviews (audits) for closeout for Hurricanes Gustav/Ike
- Performed administrative duties for management as a Specialist while working as a local hire
- Compiled reports as a Planning Specialist for management while working as a local hire

Key achievements in this role include:

- Wrote 150+ project worksheets ranging from $1,000 to $2 million
- Worked disaster from the set up to closeout
- Promoted multiple times to positions with escalating duties
- Received outstanding evaluations from every manager worked with and a multitude of accolades from State and Local officials for her performance

Charlotte was deployed for the following projects:

- DR 1975 Arkansas (May 2011 – July 2011) – Local Hire
  - Resource Specialist – Administrative work
  - Planning Specialist – Reports for management
  - Project Specialist – Project Worksheet formulation
- DR 4020 New York (December 2011 – May 2012) – Transitioned to Reservist
  - Project Specialist – Project Worksheet formulation
- DRs 1792 & 1796 Louisiana (June 2012 – September 2012)
  - Project Specialist – Closeout audits for Ike & Gustav
- DR 4080 Louisiana (October 2012 – September 2013)
  - Project Specialist – Project Worksheet formulation
- DR 4145 Colorado (October 2013)
  - Project Specialist – Project Worksheet formulation

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

TETRA TECH

Beverly Kreimeyer

Administrative/Clerical Support

10 YEARS OF EXPERIENCE

Areas of Expertise

- Staff Management and Development
- Communication
- Organization
- Adaptability
- Attention to Detail
- Proficiency in Microsoft Office Suite, Nuance, SharePoint, Oracle, and Smartsheet

Major Disasters

- Hurricane Ida
- COVID-19
- Camp Fire Butte Co
- Hurricane Michael
- Hurricane Irma
- Hurricane Harvey
- Hurricane Gustav
- Hurricane Irene
- Hurricane Ike
- Tropical Storm Lee
- Hurricane Katrina
- Hurricane Rita
- Hurricane Isaac
- Louisiana Severe Storms

Education

AA in Business Administration, Argosy University

Bradford County High School – Diploma

EXPERIENCE SUMMARY

Ms. Kreimeyer is a strategic business associate experienced in effective management creating productive, efficient, and satisfied departments. She is a results-oriented supervisor with 10 years of progressive experience in fast-paced organizations that embraces challenges, resolves problems, and is committed to meeting all objectives with an established reputation for quality, satisfaction, and results. She is a creative thinker, problem solver, and decision maker proven to effectively balance the objectives of the organization and is highly effective in building cohesive work teams and process development. Her expertise is turning around problematic situations and facilitating organizational change management.

RELEVANT EXPERIENCE

Administrative Support Specialist (May 2021 – Present)

Tetra Tech, Inc.

- Provide onboarding for all new hires to include ensuring all compliance pieces are satisfactory for each new hire, compiling new hire welcome package, coordinating with management, and scheduling all required trainings, and tracking of equipment
- Attend and perform meeting notes and update meeting agendas for Client facing or internal coordination meetings
- Monitor Time and Attendance for all staff on assigned projects to include updating attendance trackers and project calendars, correspondence with staff on missed or inaccurate information, and providing time and attendance training for all new hires
- Maintaining Program and Project Org Charts and Contact Lists to reflect any staff movement (additions/subtractions) and distributing to Program Leadership
- Updating and maintaining program/project SOP's, excel trackers for deliverables, and PPT presentations for trainings
- Send Project Setup Requests for employees or new tasks to be added to project
- Audit Sub-Contractor weekly timesheets and monthly invoices to ensure proper billing of hours and tasks
- Review TT invoices accurately and in a timely manner, conducting necessary research, updating, and validating data to resolve billing issues and ensure compliance with client contracts
- Provide technical and administrative support to Program leadership, project management and all staff under Public Assistance unit

Audit and Accounting Assistant (November 2019 – May 2021)

Purvis, Gray and Company, LLP

- Collect and arrange material to be typed, following individual instructions, guidelines, and current production styles
- Work with partners and staff to ensure compliance with various deadlines
- Type, process, proofread, and edit original reports in order to produce draft and final copies

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

- Research and resolve issues such as missing information, incomplete, inaccurate, or contradictory information contained in the reports
- Basic knowledge of mathematics while preparing organizations financial documents
- Excellent writing and formatting skills as well as working knowledge of using correct grammar, spelling and punctuation
- Binding and finishing printed material to be submitted to the client
- 10 key experience typing at 14000 KPH and typing experience 60 WPM with 98% accuracy

Lead Payroll & Invoice Support, Billing Analyst, & Project Coordinator (September 2017 – November 2019)

Tetra Tech, Inc.

- Review weekly Payroll Reconciliation, Address all payroll issues with Maitland and field staff
- Edit, Prepare, and Process invoices accurately and in a timely manner
- Conduct necessary research, update, and validate data to resolve billing issues and ensure compliance with client contracts
- Create pivot tables and modify spreadsheets
- Manage spreadsheets and maintain data currency to ensure accurate data availability for managers
- Work closely with cross functional organizations to support the timely and accurate investigation and resolution of customer billing issues
- Ensure that all invoice and backup documentation are organized and shipped to Client according to deadlines
- Manage workflow by assigning tasks to other administrative employees daily, ensuring that deadlines are met and work is completed correctly
- Coordinate and prepare daily dispatch with Project Manager and Operations Manager
- Collect, Review and Process New Hire Paperwork (i.e., I9s, W4s)
- Sign in/out field staff daily, ensuring accuracy and neatness, Uploading to SharePoint nightly
- Submit weekly Expense Reports for all staff on travel
- Track, Order, and Maintain supplies needed for daily operations
- Train local staff on PC duties for additional projects, assisting with project start up

Bar Manager (April 2015 – September 2017)

VFW Post 4300 | Sebring, FL

- Responsible for training, motivating, directing, coaching, and evaluating bar staff
- Schedule appropriate levels of staff members
- Responsible for maintaining cost controls
- Maximize revenue potential through marketing of upcoming events
- Executing bar inventory and ordering while build strong relationships with representatives from liquor distributors
- Daily cash audit and ensure cash handling policies and procedures are being executed
- Assist in the creation and development of the beverage menus
- Ensure compliance with all health and liquor ordinances, including OSHA standards
- Ensure the guest experience and quality of products is at standard

Administrative Assistant (August 2014 – March 2015)

The Claims Pages | Tavares, FL

- Provide general office support for a variety of clerical activities
- Assist in training staff members and new hires
- Provide clients with estimates of the costs of advertising products or services
- Deliver advertising or illustration proofs to customers for approval
- Respond to questions and requests for information
- Draw up contracts for advertising work
- Collect payments due from clients for advertisement provided

Team Lead (September 2011 – July 2014)

Golden South Distributing | Apopka, FL

- Explain products or services and prices and demonstrate use of products

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

- Transport, assemble, and disassemble materials used in presentations
- Circulate among potential customers or travel by foot, truck, automobile, or bicycle to deliver or sell merchandise or services
- Learn about competitors' products or consumers' interests or concerns to answer questions or provide more complete information
- Deliver merchandise and collect payment
- Manage a team of 3 or more to transport, develop, and assist on closing sales
- Accountable for keeping records of all individual and team sales

Sales Associate (May 2008 – September 2011)

Beck Auto Group | Starke, FL

- Prospecting for new clientele.
- Greet customers and ascertain what each customer wants or needs
- Recommend, select, and help locate or obtain merchandise based on customer needs and desires
- Describe merchandise and explain use, operation, and care of merchandise to customers
- Listen to and resolve customers' complaints regarding products or services
- Inform regular customers of new products or services and price changes
- Call on prospective customers to explain company services or to solicit new business
- Recording daily activities and providing reports on customer feedback

Attachment: Exhibit C - Tetra Tech Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INTEGRATED SOLUTIONS CONSULTING

City of Holly Hill

Request for Proposals: Bid #25-PW-07

Disaster Cost Recovery and Related Grant and Project Management Services

November 26, 2024

Point of Contact: Sophia Delmar
220 S. Buchanan Street Edwardsville, IL 62025
703-300-5355

847-737-5395 | www.i-s-consulting.com

BUILDING A MORE RESILIENT FUTURE

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INTEGRATED SOLUTIONS CONSULTING

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Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INTEGRATED SOLUTIONS CONSULTING

Tab I – Management Summary

City Of Holly Hill, Volusia County, Florida
Joseph Forte, City Manager

November 25, 2024

Dear Mr. Forte,

ISC is pleased to present our proposal response to you, City of Holly Hill, Florida's (the City)'s, Request for Proposal (RFP) 25-PW-07: *Disaster Cost Recovery and Related Grant and Project Management Services.*

Team ISC understands that the City is seeking a qualified firm to assist and support them and their staff with emergency management administrative support services, as detailed in the RFP. Specializing in disaster recovery services, ISC has proven expertise in the Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) program and Hazard Mitigation Grant Programs (HMGP), Debris Monitoring, Housing and Urban Development's Community Development Block Grants for disaster and mitigation (CDBG-DR and CDBG-MIT), and Individual Assistance (IA). For the past two decades, ISC has had the distinct privilege of helping diverse communities throughout the US obtain and retain over **$80 billion in eligible federal recovery grant funding** without negative audit findings.



ISC provides the City with not only a team with unparalleled disaster recovery expertise, but also a team with **intimate knowledge of Florida, its communities, and past disasters**. ISC's team is representative of the diversity of the communities we serve, and that can deliver the necessary reach-back of complementary and unique technical skillsets, as needed. **ISC offers…**

- ✓ A Team that is 100% Dedicated to the Authority's Recovery, Avoiding Common Pitfalls of Disaster Assistance Programs, and Ensure Compliance with FEMA requirements.
- ✓ A Team that is Concentrated on Maximizing Opportunity and Streaming Recovery.
- ✓ A Team that is Committed to Efficiency, Transparency, & Driven Results.
- ✓ A Team with Local Experience that can Deliver Unparalleled Disaster Recovery Expertise.
- ✓ A Team that is Focused on Building Resiliency for the Future.
- ✓ A Storied Track Record of Trust & Success in Florida.
- ✓ A Pricing Strategy that Maximizes Funds and Keeps Vital Recovery Funds in the Community

As the individual authorized to contractually and obligate on behalf of Team ISC, I thank you for the opportunity to support the City's emergency management administrative support services and look forward to providing the City with dedicated service to rebuild a more resilient future.

Sincerely,

Daniel Martin, Ph.D., CEM, Principal
Integrated Solutions Consulting, Corp

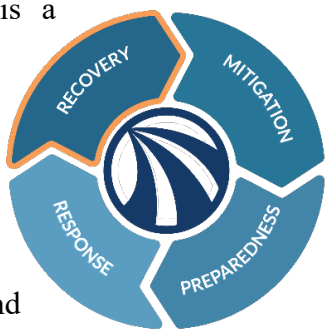
Point of Contact: Sophia Delmar
Phone: 703-300-5355
Email: Sophia.delmar@i-s-consulting.com

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tab II – Corporate Experience and Capacity

Firm Overview

Integrated Solutions Consulting (ISC), incorporated in 2005**,** is a professional services firm specializing in homeland security, emergency management, public safety, hazard mitigation, and disaster recovery consulting services. ISC has a proven track record of successfully evaluating, developing, and integrating complex disaster/emergency management planning doctrine that follow relevant federal, state, and local programmatic directives and requirements. We are staffed with highly experienced emergency management, law enforcement, public health, disaster recovery, and related public safety professionals.



Throughout ***our 20+ years of service***, ISC has had the privilege of supporting diverse communities nationwide as a single-source provider of emergency planning services.

Unlike our competitors, we are exclusively focused on providing emergency management and homeland security consulting services to the private and public sector.

Our focus in these services provide our staff with a wealth of experience and lessons learned, granting ISC the ability to not just meet our clients' needs, but deliver services that go above and beyond.



Our Mission is to provide consulting solutions from a professional emergency management perspective for public and private entities. This mission is carried out by our extensive experience in the operational fields of emergency management, homeland security, law enforcement, healthcare systems, environmental, and critical infrastructure engineering; and is supported by our reputation of providing exceptional professional service. We accomplish our mission from our regional offices, located throughout the nation.

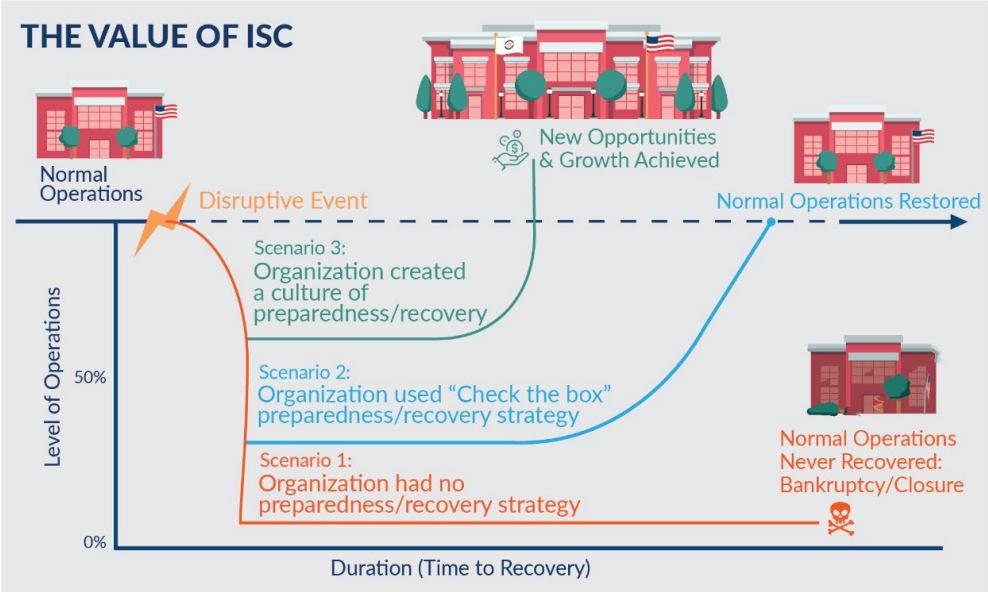
Our Principles drive us to achieve continued project success with value-added products:

1. **Trust:** We treat each relationship as a two-way Partnership with Trust at the core of the relationship.
2. **Integrity:** We deliver client-focused results that meet or exceed all FEMA and State compliance demands.
3. **Innovation:** By leveraging our experience and research with science and technology, we look to be difference makers by establishing new standards and efficiencies in the industry.
4. **Performance:** As evidenced by our D&B Top Supplier Performance Rating, we consistently out-perform our client expectations, setting them up for success in the future.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

The ISC Difference

At ISC our business is defined by our dedication to creating strong, long-term partnerships by prioritizing the needs of our clients, and consistently delivering quality services that are just as much innovative as they are dependable. **ISC Has Never Been De-obligated.** We achieve this standard by focusing on **creating cultures of preparedness and recovery** in the organizations that we serve and committing to long-standing partnerships with our clients. As seen below, ISC works with our clients to achieve Scenario 3. After a disruptive event occurs while other consultants do the minimum, ISC works to help our clients create a culture of preparedness and recovery that results in new opportunities and growth.



Our Services. ISC's core preparedness philosophy takes a holistic approach to crisis management, prevention, and recovery. We craft an interconnected strategy of planning, training, and crisis response to ensure a client's needs are met in totality. Their approach addresses all conceivable hazards, incorporates ongoing lessons-learned from industry research and client AARs, and accounts for the latest industry standards and best practices.

ISC has a proven track record of successfully evaluating, developing, and integrating complex emergency management planning doctrine that follows relevant federal, state, and local emergency management programmatic directives and requirements. Our products have been highlighted as industry best-practices and have received significant client recognition.



Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

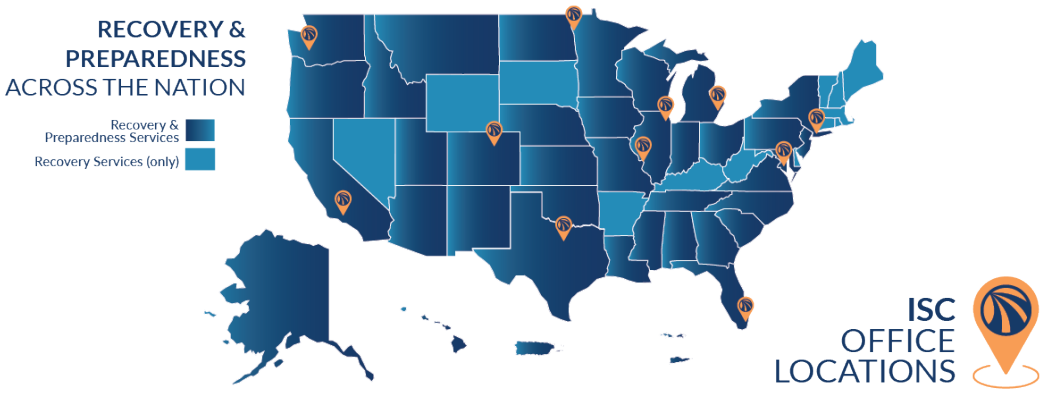
Our Service Portfolio includes:

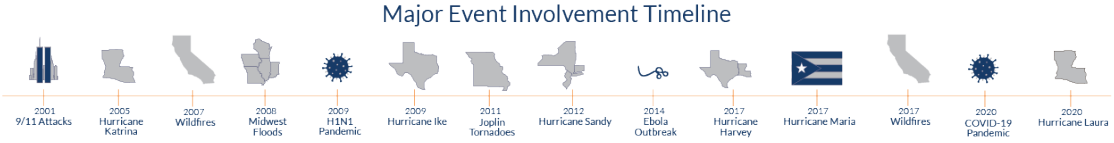


Our People are a group of professionals whose expertise and skill sets are based on a mix of academic achievement, direct practice, and proven subject-matter experience. ISC recognizes that the successful management of any project is dependent upon our ability to effectively deliver exceptional professionals with a documented record of success. Our continued success has served to strengthen our belief that our team must be coordinated and versed in a wide array of fields that support emergency management operations, especially in the discipline of mitigation planning, public engagement, and risk assessment.

20+ Years of Experience
120+ Disaster Operations
350+ Employees & Consultants
3000+ Client & Customer Engagements

The map below is a visual but not complete representation of current and past ISC clients. Our national client base gives our project team the opportunity to develop a best practice perspective of emergency management planning, training, and exercise design and development. This national perspective combined with our in-depth experience and knowledge enables our team to provide best practice solutions based on your operational requirements.



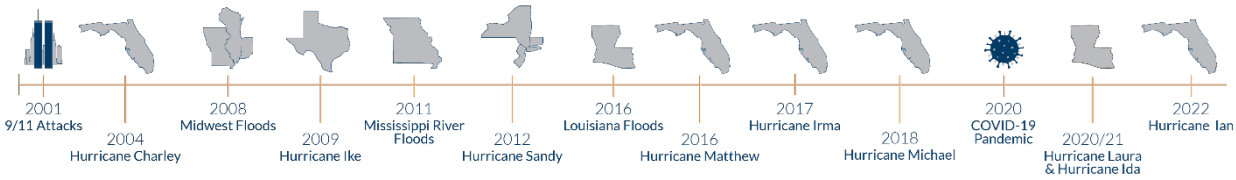


Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Experience

Federal Assistance Grant Management Services

With **750+ professionals** ISC offers a unique blend of emergency management professionals with expertise in disaster recovery operations and programs to include but not limited to FEMA Public Assistance, Hazard Mitigation, FHWA, and HUD CDBG-DR. For nearly 20 years, our team has supported local governments, states, and FEMA on a litany of disaster recovery operations, disaster recovery planning and special disaster recovery projects around the nation.



Our Team has partnered, collaborated, and successfully delivered on complex disaster and emergency management projects at the local, state, and federal level, including developing several recovery planning projects that have been considered best practices by several of the elite local and state emergency management agencies, FEMA, the Emergency Management Accreditation Program, and disaster research centers.

ISC Achieves National Success By:	
#1: Investing in State-of-the-Art Tools and Systems to Yield Maximum Project Performance	• Odysseus™ program management and planning systems. • Unmanned Arial Vehicles (aka Drones) with certified and insured pilots • Client-specific training and simulations, including table-top and virtual exercises
#2: Providing Exceptional Consulting Services that Exceed Client Expectations	• Access to 93 disaster recovery assistance programs and 500 private and non-profit disaster assistance funding sources • Elite industry expert cadre with an average field experience of over 20 years • 84% of ISC has earned a master's degree or higher
#3: Ensuring Compliance with the Office of Inspector General (OIG)	• Proven history of transparency and accountability of eligible FEMA Disaster Administrative Costs (DAC) and non-DAC expenditures • Custom configuration and system integration to address the client's unique needs. • Insider knowledge from ISC staff who were previously employed in financial auditing positions within grant awarding agencies
#4: Maintaining Strong Client and Partnership Relationships	• Weekly project status updates • Local offices coast to coast • Ability to preemptively prepare for future needs through program gap analysis

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

At ISC, we understand that capacity building and improving practices are critical for communities across the nation to quickly recover, effectively implement resiliency, and efficiently prepare for the next disaster. With the increased frequency of disasters and emergencies, there is a growing demand by regulatory agencies and citizens for communities to invest in new methods and techniques to establish effective emergency management programs that comply with the regulations and standards that govern the industry.

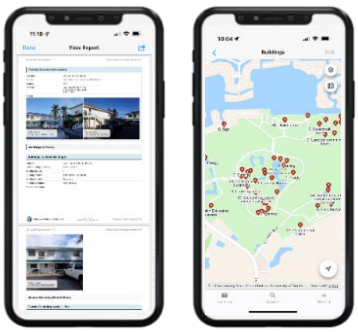


ISC has remained at the forefront of innovation in the emergency management and disaster recovery industry. From legislative compliance advancements such as the development of FEMA's Section 428 SOP following Hurricane Sandy to utilizing innovative FEMA and third-party validated and approved damage assessment methodologies to expedite recovery funding for Joplin City, Joplin Mercy Hospital, and the Joplin School District following the 2011 tornados, ISC is committed to establishing new best practices.



Disaster Damage Assessments

At ISC, we feel that it is crucially important to document your disaster damage accurately and thoroughly. This is especially true with the implementation of FEMA's new initiatives such as the $1 Million Small Project, FEMA's simplified procedures delivery model, and FEMA Section 428 Public Assistance Alternative Procedures. These new FEMA initiatives put the ownness on local government and private non-profits to document their damages in return for receiving fixed-cost estimates. Furthermore, conducting thorough damage assessments will help communities discover damages that went unnoticed during the Prelinary Damage Assessment (PDA) and have an affect on their Presidential Disaster Declaration status.



Screenshot of the mobile Damage Assessment Application in Odysseus™

ISC has established best practices and new technological innovations so that our clients can efficiently and thoroughly conduct damage assessments and maximize their FEMA claim. These practices have resulted in an **average increase of 187%** in estimated damages from what was identified during the initial PDA.



Click on this image to view a demo 360 Damage Inventory Windshield Survey.

To supplement our best practice approach, ISC developed the **Odysseus™ | Site Inspection Tool (SIT).** The Odysseus (SIT) offers an easy-to-use application for real-time damage assessments and log site-specific damage inventory. The Odysseus™|SIT offers ready access to site-specific damage inventories, providing users with real-time dashboard reporting of damage assessments and mapping of site-specific inventory of damages.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Why is this important? For FEMA's Public Assistance Program, it's important for communities to quickly identify all damages and submit the damage inventory to the State and FEMA. Once FEMA holds its exploratory call and the recovery scoping meeting, the community ***only has 60 days*** to submit its damage inventory (DI). Furthermore, it's critical for communities to thoroughly assess all damages to public buildings, infrastructure, and other community assets to ensure there is not delay in federal funds or potential de-obligations.

Public Assistance (PA) Program Experience

Over the past 20 years, ISC has deployed thousands of technical staff to EOCs and JFOs following large-scale disaster recovery operations under our contract to provide nationwide professional support services in carrying out the statutory authorities of the Robert T. Stafford Disaster Relief and Emergency Assistance Act under the National Response Framework (NRF). Through ISC's partnership, these services assist the FEMA and the agency's state and local counterparts in response to nationally declared disasters. As part of a nation-wide team network, ISC provides a variety of services, such as: damage assessments, technical analysis, program management, operational and strategic planning support, training development and delivery, policy analysis, grant management, organizational assessment, project formulation, Appeals, Arbitration, Closeout and other special studies and assignments. These services are provided under the auspices of the National Incident Management System (NIMS), requiring the coordination and rapid mobilization of technical staff and assists in the integration of these personnel into the event's Incident Command Structure (ICS).

ISC's Public Assistance Activities

- Has Developed 10,000+ Project Worksheets
- Conducts and Manages Audits
- Reconciles Costs
- Prepares Appeal Responses
- Manages Closeout Activities
- Conducts Operational and Strategic Planning
- Has Developed, Reconciled, and Reviewed 10+ Cillion Dollars

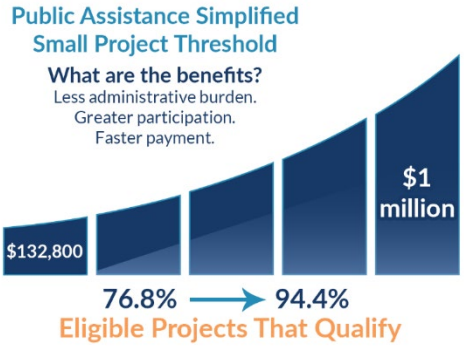
> ISC has provided exceptional support and is a valued member of our team. They offer outstanding people, work quality, and management. They are excellent in every way!
>
> -Federal Service Program Manager

Over the years, ISC has worked with FEMA, state, and municipal clients to coordinate the rapid mobilization of thousands of technical staff and integrate these personnel into the event's Incident Command Structure. ISC has responded to hundreds of natural hazards, man-made disasters, and incidents of national significance. ISC's catastrophic response and recovery experience includes Hurricane Andrew, the 9/11 World Trade Center Attacks, the 2004 and 2005 Florida hurricanes, Hurricane Katrina, Hurricane Sandy, the 2017 and 2018 hurricane season and countless number of floods, earthquakes, tornadoes and other natural and man-made disaster across the country. Our knowledge of FEMA's Public Assistance Program has been leveraged by several of our clients to develop procedures, policies and plans that incorporate State and Federal Public Assistance Grant and Program Guidelines. Our cadre of professionals provides essential services, including, but not limited to, the following:

1. Impact Risk and Vulnerability Assessments,
2. Preliminary Damage Assessments,
3. Technical Assistance and Support,
4. Policy Review, Guidance & Programmatic Assistance,

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

5. Planning Technical Support and Review,
6. Training, and
7. Special Stafford Act Projects and Studies.



ISC's technical experts help with assessing post-disaster damaged facilities, performing cost estimates of the damaged facilities, and identifying those costs that would be eligible for funding through FEMA's public assistance program, as well as Section 404 and 406 hazard mitigation. In addition, ISC has worked with clients to identify and evaluate alternate/improved projects, as well as Section 428. ISC's experience in providing innovative, cost-effective solutions to modern urban infrastructure problems has been an asset to FEMA's Response, Recovery, and Mitigation Programs. ISC will assist you in developing a disaster recovery funding strategy and provide technical support in securing and managing these additional funding opportunities.



While supporting the FEMA PA Technical Assistance Contract, ISC has responded to first and second appeals as well as arbitration and audits for all categories of works for both small and large projects. In order to minimize the number of appeals, ISC believes that all project worksheets should be supported by policy and substantial documentation, to include disaster specific guidance and white papers that help to support eligibility determinations. Each of these documents are developed in coordination with the client and FEMA. In the event of an unfavorable determination by FEMA, and after all options are exhausted, ISC's appeal specialist will develop an appeal to create a comprehensive argument for the client. **ISC has a 97% success rate in achieving favorable responses on appeals**.



ISC has extensive experience performing project and programmatic disaster closeouts. ISC has performed disaster closeouts for some of our Nation's largest disasters to including the 9/11 World Trade Center, the 2004/2005 Florida hurricanes, Hurricane Katrina, 2008 Midwest, and many other disasters. Furthermore, ISC has also served on FEMA Public Assistance arbitration panels and resolved disputes arising from FEMA Public Assistance projects. Over the past three decades, ISC has been involved in all aspects of the FEMA Public Assistance Program and has worked on all Categories of Work for disasters of all types, scale, and magnitude; in all FEMA Regions and states; and in urban and rural environments. ISC is proud to have been involved in many of the largest and most complex disasters and FEMA Public Assistance projects. The following is a small sample of some of the variety of FEMA Public Assistance projects by categories of work and disasters that ISC has developed, managed, and administered.

FEMA Individual Assistance

With over 20 years of corporate experience with FEMA's Individual Assistance and Small Business Administration's Disaster Loan programs, ISC is respected in the Emergency Management field as an expert in federal policies related to disaster response and recovery. ISC

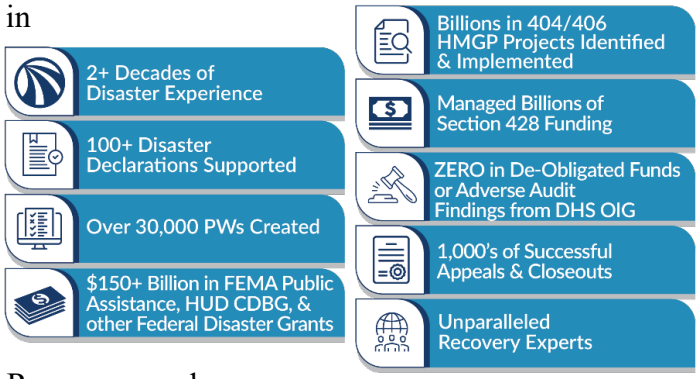
Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

provides expert programmatic management services and policy guidance in support of post-disaster housing. Our strategic planning to support the affected communities, in coordination with the State and FEMA, has been recognized nationwide.

ISC has supported many post-disasters housing initiatives, including FEMA's Joint Housing Solutions Group, which works with FEMA's Individual Assistance Branch to analyze housing needs following a disaster, research available housing options and recommend effective solutions. Furthermore, ISC has worked with communities before and after a disaster to help promote and coordinate the US Small Business Administration (US SBA) Disaster Loans Program. This program provides low-interest disaster loans to businesses of all sizes, private non-profit organizations, homeowners, and renters to repair or replace real estate, personal property, machinery & equipment, inventory, and business assets that have been damaged or destroyed in a declared disaster.

Hazard Mitigation Grant Program (HMGP)

ISC provides technical assistance in identifying post-disaster damaged facilities, performing cost estimates of the damaged facilities, and identifying those costs that would be eligible for funding through the Section 404 and 406 Hazard Mitigation Measures. Our Team's experience in providing innovative, cost-effective solutions to modern urban infrastructure problems has been an asset to FEMA's Response, Recovery, and Mitigation Programs.



ISC mobilized disaster recovery and hazard mitigation subject matter experts to support FEMA's Consolidated Resource Center as part of the new FEMA PA delivery model. The new FEMA PA delivery model was implemented in 2014 and was designed to offer efficiency in the disaster assistance process and best meet the needs of applicants. The Team reviewed PA projects within the new PA delivery model for potential Section 406 mitigation opportunities and promote the integration, implementation, and coordination for Section 406 mitigation activities in support of the PA Program for both internal (Consolidated Resource Center (CRC) staff) and external partners (Joint Field Office (JFO) staff), Applicants and Recipients) for multiple disasters. ISC staff coordinated Hazard Mitigation Proposal (HMP) strategies and the development of creative and technically feasible solutions to accomplish mitigation goals with all stakeholders. Additionally, ISC staff completed Benefit-Cost Analysis (BCA) of potential Section 406 mitigation projects using latest FEMA BCA methodology.

ISC has also assisted local and client communities in developing Letters of Intent (LOIs) following a disaster declaration. This is the first step in the selection of mitigation projects under FEMA's HMGP program for post-disaster mitigation projects. We have also assisted in the development of LOIs under Hazard Mitigation Assistance, which is competitively bid each year for pre-disaster mitigation projects. Letters developed have included an in-depth description of the proposed project as well as estimated costs.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Debris Monitoring

We understand your desires to establish a contract for disaster debris monitoring and management consulting services during emergencies and/or disasters, such as but not limited to hurricanes and red tide events, and that the services to be provided are contract compliance supervision and inspection in accordance with FEMA and FHWA rules and regulations. Further, we know that the Scope of Services (Scope) focuses on the following:

- Staff mobilization
- Field documentation of work
- Collection monitoring of right-of-way and public property debris
- Monitor training.
- Spot checks and auditing of monitors
- Project mapping
- Truck certifications
- Quality Control/Quality Assurance (QC/QA)
- TDSRS/disposal sites
- Data management
- Public information support
- Funding support
- Recovery services
- Pre-storm coordination
- Safety meetings and monitor updates.
- Coordination meetings with contractors
- Public assistance consulting services

Team ISC is trained in the cutting edge of regulatory guidance at the state and federal levels. Since our inception, the ISC team has continuously engaged in major disaster debris removal, emergency response planning, hazard mitigation, and other recovery efforts around the country. We have supported clients in comprehensive disaster recovery efforts that have included debris monitoring, damage assessments, construction management, grant writing, grant application development, benefit cost-analyses, project monitoring, contractor oversight, cross-cutting compliance, external relations, and financial management. We believe in building trust through consistent delivery and will work with the Client to ensure that expectations are clear, and he will collaborate with the Client to complete activities throughout the project. The following are our key principles for cultivating high-performing teams, led by leaders with unwavering dedication to their clients.

Federal Highway Administration (FHWA) Support

Through our national recovery contracts, ISC has worked closely with state Departments of Transportation as well as county and municipal governments to coordinate the emergency repair of roadways. The Federal Highway Administration (FHWA)'s Emergency Relief Program assists State and local governments with the repair of Federal-Aid roads and bridges that have been damaged by disasters. Following Hurricane Sandy, ISC worked with the Port Authority of NY-NJ to conduct thorough damage assessments of the Holland Tunnel, develop cost estimates to repair and restore the Holland Tunnel, and coordinate the administration of disaster relief funding through the FHWA Emergency Relief Program and FEMA's PA Program under the authorities of the Sandy Recovery Improvement Act. Additionally, Hurricane Maria caused severe destruction throughout the Commonwealth and an estimated $91.6 billion in damage. Compounding the situation caused by the hurricane, Puerto Rico has been facing an economic crisis spanning more than a decade, coupled with structural-demographic, health, social, and infrastructure stresses to include the Commonwealth's power and energy

Multiple members of ISC have worked in or operating various DOT's across the nation, giving ISC the insights needed to plan & strategize your FHWA claims.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

sector. Puerto Rico's transportation sector was severely damaged, making areas of the Commonwealth inaccessible, disrupting mass transit services, and crippling sea and airports. ISC staff worked closely with the Puerto Rico Department of Transportation and COR3 to coordinate the disaster assistance funding provided through FHWA's Emergency Relief Program and FEMA's PA Program for over 16,000 miles of roadway to include a countless number of bridges.

Community Development Block Grant

ISC experts have managed traditional CDBG funded projects involving voluntary and non-voluntary acquisition for neighborhood redevelopment projects, buyout programs, and infrastructure improvements. In addition, our team of experts have been directly responsible for the management and disposition of properties acquired with CDBG funding. Each project involved strict adherence to federal requirements related to the Uniform Relocation Act and Section 104 (d). With this experience, we can offer supplemental staff or direct program support.



ISC has extensive experience working with state and local jurisdictions to ensure that all HUD-funded program activities are CDBG eligible and meet a National Objective(s) in accordance with 24 CFR 570. As at least 51% of the CDBG funds must be disbursed for activities that meet the Low to Moderate Income (LMI) National Objective, the Recovery Team can assist with the development of reports and predictive analysis to track this requirement across programs. Based upon past CDBG experience, the team can provide you with innovative policy and procedural solutions to ensure that this requirement is met without making substantial changes or disrupting on-going programs.

As CDBG projects are completed, final project information regarding overall program performance and beneficiaries needs to be collected in conformance with HUD requirements and standardized Close-Out policies and procedures. ISC is experienced in CDBG Close-Out requirements and is available to provide you with support to expedite such activities.

Due to the significant level of federal funding provided to grantees as a result of a disaster, multiple federal and local agencies track and monitor the progress of CDBG programs. In addition to the regularly scheduled monitoring visits by HUD, other agencies such as HUD OIG, Government Accountability Office (GAO), Office of Management and Budget (OMB), and other state auditing agencies frequently request program information and closely monitor or audit program activities. In some cases, multiple agencies can conduct simultaneous reviews, which can become time consuming for an agency with limited staff capacity. ISC has extensive experience with monitoring and audit responses to several agencies, including GAO, OMB, HUD, HUD OIG, DHS, DHS OIG, and state auditing entities.

American Rescue Plan Act

National emergencies and catastrophes often trigger federal relief and grant funding assistance available to state and local governments, schools and universities, public utilities, other eligible non-government organizations, and even businesses and residents impacted by the event.

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Every year, the federal government administers billions of dollars through federal agencies that share responsibility in administering the programs established by Congress. Coronavirus Disease 2019 (COVID-19) is not different. The American Rescue Plan Act (ARPA) (Public Law 117-2) is the latest in a series of COVID-19 related relief and economic stimulus legislation. ARPA provides an exceptional opportunity for governments and community leaders to not only recover from the impacts of COVID-19, but to provide their communities on a path for sustained growth, revitalization, and resiliency.

Administering ARPA funds will be a challenge even for the most sophisticated state, county, metropolitan, tribal, territorial, and non-entitlement government agencies. COVID-19 recovery success is dependent upon a strategy that instills integrity, transparency, and accountability while also meeting the expectations of the community and taxpayers. Our community recovery strategy has been time-tested and proven in past catastrophic disasters, terrorist attacks, epidemics, and national crises.



Long-Term Disaster Recovery and Redevelopment Planning

Since our inception, ISC has provided nationwide professional support services in carrying out the statutory authorities of the Robert T. Stafford Disaster Relief and Emergency Assistance Act under the National Response Framework (NRF). Through ISC's partnership, these services assist the Federal Emergency Management Agency (FEMA) and the agency's state and local counterparts in response to nationally declared disasters. As part of a nation-wide team network, ISC provides a variety of services, such as: damage assessments, technical analysis, program management, operational and strategic planning support, training development and delivery, policy analysis, grant management, organizational assessment, and other special studies and assignments. Recently, ISC provided technical support to the Department of Homeland Security (DHS) and Housing and Urban Development (HUD) Long-Term Recovery Working Group to draft the Second Edition of the National Disaster Recovery Framework (NDRF). The NDRF provides guidance for the delivery of recovery assistance using current resources and authorities, as well as the White House Working Group Report to the President, which will identify opportunities for improving the delivery of recovery assistance in the future.

ISC's reputation as a highly qualified technical contractor has resulted in the assignment of special projects and program initiatives for FEMA Headquarters, including the development of sophisticated community long-term recovery evaluation tools, research studies, implementation of national programs and initiatives, and instructional design and delivery.

In addition, ISC also lends its expertise on Long-Term Community Recovery (LTCR) teams in communities affected by disaster. The LTCR teams use a community-driven process to help communities articulate post-disaster goals and objectives and create an overall recovery vision.

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The primary goal is to help identify and outline projects which can attract outside funding, as well as those with which the community can help realize its own recovery. Each LTCR team is tailored to the needs of each community and can encompass a multitude of disciplines, including landscape architects, urban planners, community planners, architects, transportation planners, grant specialists, historic preservation specialists, housing specialists, and more.

ISC has worked closely with communities on behalf of FEMA to build capacity for a holistic approach for community disaster recovery. A few of our most relevant long-term community recovery efforts include:

- Princeville, NC (1999)
- Utica, Illinois Tornado (2003)
- Multiple Missouri Tornados (2003)
- Florida Hurricanes Charley, Francis, Ivan and Jeanne (2004)
- Hurricane Katrina (2005)
- Iowa Floods (2008)
- Hurricane Ike (2009)
- Hurricane Irene (2011)
- Joplin, MO Tornado (2011)
- Tuscaloosa, AL Tornado (2011)
- North Dakota Floods (2012)
- Hurricane Sandy (2012)
- Moore, Oklahoma Tornado (2013)
- Colorado Floods (2013)
- Louisiana Floods (2016)
- Hurricane Maria – Puerto Rico (2017)
- Hurricane Harvey - Texas (2017)
- Hurricane Laura – Louisiana (2020)
- Hurricane Ida – Louisiana (2021)

Finally, our knowledge and experience in long-term community recovery has been leveraged by several of our clients to develop pre-disaster procedures, policies and plans to help drive long-term community disaster recovery success.

Most recently, ISC developed a comprehensive disaster recovery and redevelopment plan for Martin County, Florida in response to Hurricane Ian. The comprehensive recovery and redevelopment plan incorporates the most recent evidence-based knowledge of long-term community recovery and cross references federal, state and industry accreditation standards to include the Emergency Management Accreditation Program (EMAP). The Martin County comprehensive disaster recovery and redevelopment plan has been recognized as an industry's best practice.

Odysseus™ Enterprise System (OES): ISC's Disaster Recovery System In-Work

Officially launched in December 2022, the Odysseus™ Enterprise System (Odysseus™ or OES) is a cloud-based system, developed by our team of disaster recovery and technical experts, that offers a suite of tools and systems designed and dedicated to the efficient management of comprehensive disaster and emergency management programs. Odysseus™ features the unique characteristic of providing standardization and flexibility, and



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concurrently utilizes a suite of applications to promote increased participation, collaboration, transparency, and compliance. This union of technological and programmatic features offers organizations an efficient and effective method to systematically design, develop, maintain, and continually improve all elements of a comprehensive emergency management program.

FEATURES



FEMA Public Assistance Grant Management Capabilities

Odysseus™ was created from its start as a comprehensive program management solution for the FEMA Public Assistance Program. The genesis of our system hails from over three decades of experience serving FEMA's Public Assistance Technical Assistance Contract and developing tools for FEMA HQ such as FEMA Grants Portal, the PA Dashboard, and other technical solutions. Our experience developing these tools and our expertise in FEMA Public Assistance led us to develop a software solution to help guide state recipients and sub-recipients throughout the FEMA PA Process – from cradle to grave. Functionalities of Odysseus™ as they relate to the FEMA PA Process includes:

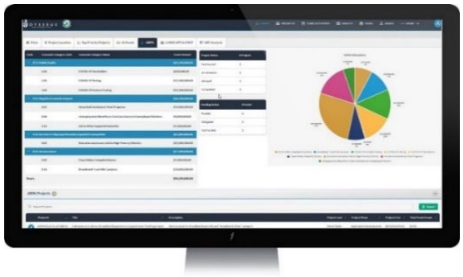


FEMA PA Features of the Odysseus™ | GMT that Go Beyond Grant Management

In addition, to being able to track and manage FEMA PA grants, Odysseus™ provides additional applications that are critical to the successful management of the entire FEMA Public Assistance grant management life-cycle. From our experience serving as a disaster recovery technical advisor for FEMA, state EMAs, local governments, and other eligible applicants for over 150 disasters, we learned that successful management of a FEMA Public Assistance grant starts immediately and requires thorough documentation of all disaster-related expenditures, damages, and repair costs, from cradle to grave. For this reason, Odysseus™ offers additional applications that are important for managing the FEMA PA Program.

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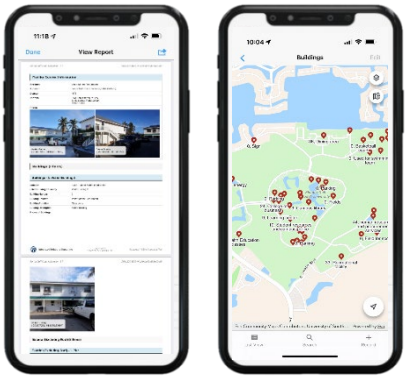
FEMA PA Grant Dashboards



Odysseus™ provides our clients with a ready-to-use or customized FEMA Public Assistance grant management system to allow your organization to track, administer, report, and maximize eligible grant funding. Odysseus™ serves as a centralized location for our clients to monitor the status of their projects, track their recovery progress, collaborte on important recovery decisions, and personalized dashboards to highlight pending disaster recovery tasks and overall progress of every dollar of federal grant funding allocations. Odysseus™ is customizable to meet our clients' needs and can easily integrate with other web-based application to ensure accuracy, transparency, and compliance across your organization. Odysseus™ tracks related projects, tasks, and site inspection data from Preliminary Damage Assessments preparing for federal declaration through project closeout. Data in the Odysseus™ is retained and easily retrieved for audits. Its capabilities stretch far beyond FEMA PA to handle any grant funding source.

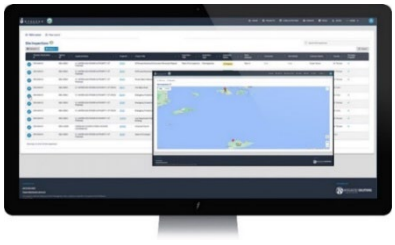
Damage Inventory List

The Recovery Scoping Meeting (RSM) is the first substantive meeting between the Sub-recipient and FEMA and initiates an important timeline that could jeopardize important FEMA PA funding. Within 60 days of the RSM, sub-recipients must identify and report all damages to FEMA. Referred to as "Damage Inventory", any damage reported after this 60-day deadline will not be eligible for FEMA PA funding. Providing a method to allow sub-recipients to record and report their Damage Inventory will ensure that important recovery projects are not missed due to an administrative deadline of the FEMA PA Program.



Odysseus™ allows sub-recipient to start documenting their Damage Inventory during the immediate aftermath of the disaster. The damage assessment application allows users to conduct windshield damage surveys using their personal mobile devise and report this information into the Odysseus™ Enterprise System. Odysseus™ provides a virtual map of all damage data points, providing users with a visual perspective of all their Damage Inventory lists. In addition to the damage information that is recorded, Odysseus™ also tracks the coordinates of all Damage Inventory, allowing users to revisit these facilities later to conduct more detailed damaged assessments that will be required as part of the FEMA PA Program.

Detailed Damage Assessments



Once the inventory of damages is identified and submitted to FEMA, it is important to conduct detailed damage assessments so that eligible sub-recipients can have a thorough understanding of the extent of their damages, the costs associated with repairs, develop FEMA-approved cost estimates, discover opportunities for hazard mitigation, and address any potential environmental

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concerns. This not only will influence the formulation of projects, but also the ability for sub-recipients to identify every eligible FEMA PA dollar as well as maximize their potential eligible funding by taking advantage of programs such as FEMA's new $1 Million Small Project Threshold, Section 428 Alternative Procedures, and other opportunities offered by the FEMA PA Program.

Odysseus™ offers an easy-to-use application for real-time damage assessments and log site-specific damage inventory. The Odysseus™ damage assessment application offers ready access to site-specific damage inventories, providing users with real-time dashboard reporting of damage assessments and mapping of site-specific inventory of damages. The Odysseus™ damage assessment application is customizable and can be accessed via mobile phone with or without internet connection. Once connection is established, data from the damage assessment application is transferred to the **Odysseus™ grant management application** with a click of the button, streamlining the reporting of damages and expediting the FEMA reimbursement process.

Streamlining the FEMA Public Assistance Program

Odysseus™ is a robust suite of tools that are specifically designed to help communities manage their FEMA Public Assistance claim from cradle to grave and provide a unique perspective so that they can maximize vital disaster recovery funds that are provided through other federal programs.

Although disasters are devastating and disruptive, it is important to recognize that every disaster brings about opportunity for communities to improve their conditions and to build a more resilient future. That is, IF communities effectively manage important federal disaster assistance programs such as the FEMA Public Assistance Program.

After a disaster, time is of the essence. It is crucial that communities are well prepared to manage their recovery efforts. Disaster recovery programs, like FEMA Public Assistance, allow for a limited amount of time to identify emergency expenditures, conduct damage assessments, complete debris removal operations, and report their FEMA claim. Not properly documenting these costs or following the FEMA eligibility requirements will result in a loss of funding or adverse audit findings. It is a daunting task for even the most prepared and robust of communities. Communities need a suite of tools to manage the FEMA Public Assistance process quickly and accurately.

FEMA PA Program Management

Odysseus™ provides one comprehensive system to manage the full grant management life cycle of the FEMA Public Assistance program.

1. **Manage And Administer FEMA PA Program Requirements:** Odysseus™ offers organizations with real-time tracking and reporting of FEMA PA grant fund allocations. Track the status of vital community recovery projects and measure their progress. Odysseus™ allows you to track every FEMA dollar and find opportunities to leverage FEAM PA Program opportunities.
2. **Conduct Quick and Thorough Damage Assessments:** Odysseus™ allows users to conduct quick and thorough damage assessments. Odysseus™ allows users to conduct damage assessments from their personal mobile devise and report damage as well as repairs.
3. **Integrated Automated Debris Monitoring System:** Odysseus™ allows for the systematic integration of popular Automated Debris Management Systems (ADMS).

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Integration ranges from real-time reporting of debris monitoring activities to the synching of important debris monitoring data, expediting Category A debris management funds.

4. **Efficiently Validate FEMA PA Grants & Conduct Closeout:** Odysseus™ includes a FEMA Closeout Validation Tool to help eliminate the administrative burden of 100% closeout validations. Odysseus™ guides users through FEMA's arduous Closeout Validation process and provides a systematic solution that reduces weeks of burden to simply hours.

Maximize Vital Community Disaster Recovery Funds

Successful community disaster recovery is directly correlated to the community's ability to leverage all available funds to rebuild a more resilient future. Odysseus offers a unique perspective, providing a platform for communities to manage, track, and monitor disaster recovery funds from multiple federal and state grant assistance programs. The result is an opportunity to leverage every available dollar, identify gaps in disaster funding, and maximize your community's disaster recovery potential.



Project Qualifications

Hurricane Ian – Debris Monitoring and FEMA PA Technical Services

City of Sarasota, Florida

Location	Sarasota, Florida
Contract Length	Dec 2019 – June 2023
Contract Value	$2.3 Million
Highlights ✓ Prepositioned resources for immediate response following Hurricane Ian ✓ **Currently implementing FEMA's new policy on $1 million small project threshold** ✓ 200,000+ CYD of vegetative and C&D debris ✓ First major city within disaster area to initiate	ISC held a multi-year contract with the City of Sarasota for debris monitoring and FEMA PA technical services. One day prior to Hurricane Ian making landfall, the City of Sarasota provided ISC with a Notice to Proceed on September 27, 2022, to commence work in accordance with the Agreement from the above-referenced solicitation. ISC team members were positioned prior to the storm to support the Client the morning after the storm passed over Sarasota. Hurricane Ian devastated the City of Sarasota and its 55,000 residents. There was over 200,000 CY of debris across the City of Sarasota, and infrastructure throughout the City sustained damage from the storm. Additionally, the City initiated numerous emergency protective measures to protect the health, life, and safety of its residents and to reduce significant additional damage to the City. Hours after the storm passed, ISC rolled into Sarasota and initiated debris operations. ISC oversaw all debris monitoring operations to ensure that only eligible debris was removed. Monitors use an automated debris management

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Hurricane Ian – Debris Monitoring and FEMA PA Technical Services

City of Sarasota, Florida

and complete debris operations. – 90% of debris collected within 3 weeks. – 99% of debris collected within 10 weeks. – Sarasota received 100% FEMA reimbursement for all debris removal operations. ✓ **Increased Sarasota's FEMA claim by a factor of 274%.**	system to maintain records of contract hauler's trucks, including cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by federal, state, or other involved agencies. All documentation collected is validated and compiled to complete a FEMA claim. Sarasota was the first major city within the disaster area to initiate and complete debris removal operations. ISC collected approximately 90% of the anticipated total debris within three weeks from when Hurricane Ian made landfall. By December 7th, 99% of all debris was collected, ensuring Sarasota received 100% FEMA reimbursement for debris removal costs. In addition, ISC assisted the City with its FEMA claim for all permanent work (Categories C-G). ISC conducted detailed damage assessments to City-owned facilities and infrastructure. All damage inspections were completed within 2 weeks. ISC identified over 32 properties that received storm-related damages that were eligible for FEMA Public Assistance reimbursement. ISC prepared all FEMA Project Worksheets and cost estimates. ISC was able to increase Sarasota's initial FEMA claim of a couple million dollars, to over $12 million in eligible FEMA Public Assistance funding.

Hurricane Laura - Federal Disaster Assistance Management

Port of Lake Charles, LA

Location	Lake Charles, LA
Contract Length	August 2020 – August 2023
Contract Value	$3.5 Million
Highlights ✓ **Increased initial damage assessments by over 188%** ✓ Over $160 million in permanent work (Categories C-G). ✓ **Over $80 million in Section 428 projects** – **250,000+ CYD of C&D debris** – Across all subrecipients and multiple disasters, Port of Lake Charles FEMA PA claims account for: – 25% of all total obligated permanent work (Categories C-G).	In August of 2020, Hurricane Laura struck SW Louisiana with sustained 150 mph winds. The Port of Lake Charles received the full brunt of the storm and sustained over $100 million worth of damage to their facilities and equipment. The Lake Charles Harbor & Terminal District operates a deep-water port on the Calcasieu Ship Channel and encompasses 203 square miles and operates over 5,400 square miles in Southwest Louisiana. The Port owns and manages five public marine terminal facilities commonly designated as the Port of Lake Charles. According to the U.S. Army Corps of Engineers, the Lake Charles Harbor and Terminal District is the 12th-busiest port district in the nation based on tonnage. Hours after the hurricane struck, Team ISC arrived to begin the arduous FEMA recovery process by developing a comprehensive plan to ensure a successful recovery. With all the damage that the Port of Lake Charles received, it was important to ISC to listen to Port management to learn as much as possible about current Port operations as well as their future growth plans. Although Hurricane Laura caused significant damage to nearly all the Port's properties, the disaster also provided them the opportunity to build the Port of tomorrow, today. ISC analyzed the most severely damaged buildings to see if they qualified for FEMA's 50% Rule. This allowed the

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Hurricane Laura - Federal Disaster Assistance Management

Port of Lake Charles, LA

– 65% of all obligated Section 428 projects. – 39% of all total obligated Category E work. – 38% of all total obligated Category G work. – 35% of all hazard mitigation grant funds identified for FEMA funding. – 31% of all obligated hazard mitigation grant funds.	Port to receive funding for new, better-designed buildings instead of implementing costly repairs to older and outdated facilities. Instead of repairing buildings that no longer fit the Port's needs, ISC submitted Section 428, PAAP projects to FEMA to allow the Port to apply the grant funding to other projects. By utilizing the flexibility of FEMA's Alternative Procedures program, ISC is guiding the Port of Lake Charles to rebuild the Port for their current and future needs, as well as the needs of their tenants. ISC worked diligently with the FEMA insurance group to maximize the grants, meet the insurance deduction threshold, and avoid any duplication of benefits. ISC also worked closely with both the FEMA Mitigation and EHP Groups to ensure the buildings were repaired or rebuilt more resilient while solving any environmental issues that arose. By understanding and employing all of FEMA's available programs, ISC has helped the Port to maximize their grant funding while also providing the Port of Lake Charles with the greatest amount of flexibility to re-build the Port per their own vision and future growth plans.

Hurricane Michael - Federal Disaster Assistance Management

Bay District Schools

Location	Panama City, FL
Contract Length	August 2020 – August 2023
Contract Value	$3.5 Million
Highlights ✓ 190,000+ CYD of debris ✓ $232,464,149.76 in FEMA Public Assistance funds ✓ Completed audit of 180 active recovery projects ✓ Identified $16.2 million in cost overruns ✓ Secured unpaid FEMA payments for large and small projects ✓ Identified and addressed eligibility issues with various PWs	Hurricane Michael was a devastating Category 5 hurricane that struck the Florida Panhandle on October 10, 2018. Bay County was one of the hardest hit areas, with 100% of public housing destroyed and 68% of all residential homes suffering catastrophic damage within the eyewall. Bay District Schools were one of the hardest hit with wide spread damage to school facilities ranging from completely destroyed to significantly damaged. School properties were littered with over 190,000 cubic yards of debris. Hurricane Michael caused over $232 million in damage to Bay District Schools.  *BDS' Jinx Middle School destroyed by Hurricane Michael* ISC provided disaster recovery professional services to the school district of Bay County. This included project management, disaster recovery advisory, grants development, funding source compliance and reimbursement, closeout and audit support, and consultant coordination, related to the aftermath of Hurricane Michael. ISC provided the Bay County Schools with end-to-end support in completing the review of 180 active projects submitted to FEMA, reconciled and requested time extensions, prepared quarterly reports, and

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Hurricane Michael - Federal Disaster Assistance Management
Bay District Schools

✓ Provided consultation on FEMA policy guidance to BDS	identified improved/alternate project scopes of work. Additionally, ISC staff provided training to school district personnel.

California Floods, Mudslides – FEMA Public Assistance Support
San Francisco Bay Area Counties

Location	Oakland, CA
Contract Length	2017 – 2019
Contract Value	$5 Million

Highlights

- ✓ ISC was responsible for 10 of the 56 declared counties, to include Monterey County.
- ✓ **Increased damage estimates by 185%** than what was identified during the Preliminary Damage Assessments (PDAs).
- ✓ **Secured over $200 million in FEMA Public Assistance** for assigned counties.
- ✓ **ISC prepared over 300 Project Worksheets.**
- ✓ **Prepared over $40 million in Section 406 Hazard Mitigation grant funding.**
- ✓ Completed all FEMA damage assessments and PA grant applications within 6 months of the disaster declaration.



In early 2017, California experienced its wettest winter in almost a century causing extensive flooding, mudslides, and landslides throughout California and portions of Nevada. As a result, California received three disaster declarations in a period of 2 months covering 56 counties. The flooding occurred at the end of one of California's longest droughts, making conditions, resulting in mudslides and slope failures. Several dams overflowed and many others throughout North California were forced to open their emergency spillway, inundated properties downstream. On February 20, the Manteca Levee breached resulting in the evacuation of over 500 residents. Multiple mudslides in the Big Sur area led to the long stretch of the Pacific Coast Highway being closed and causing over $40 million in damage.

Due to the severity of the event and the large geographically area impacted, the federal government and Cal OES mobilized all of its standby technical contractors under the FEMA PA TAC III contract to assist Cal OES and FEMA in the delivery of the FEMA Public Assistance Program. ISC's team was assigned to a 10-county region to the south of the Bay Area, to include Monterey County. Initial Preliminary Damage Assessments (PDA) conducted in February 2017 estimated over $812 M in damage to public infrastructure. Upon more detailed damage inspections that were conducted weeks later, actual damage was **increased by a factor of over 185%**.

ISC served as Program Delivery Managers and technical specialists to conduct damage assessments, develop, and validate repairs and cost estimates, determine eligibility, and provide technical support as needed to municipal and county clients throughout the FEMA Public Assistance grant delivery. In this capacity, ISC prepared over 300 Project Worksheets for applicants in our assigned area.

ISC received commendation from senior disaster recovery officials from FEMA IX and Cal OES for ISC's ability to effectively, efficiently, and

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California Floods, Mudslides – FEMA Public Assistance Support

San Francisco Bay Area Counties

	accurately delivery of the FEMA Public Assistance grant funding. In a period of approximately six months, Team ISC prepared over $300 million in eligible federal disaster assistance funds through the FEMA PA Program.

Disaster Recovery and Professional Emergency Management Services

Miami-Dade County, Florida

Location	Miami-Dade County, FL
Contract Length	2010 – Present
Contract Value	$2.4 Million
Highlights ✓ Over 20 years of Services to the County ✓ Over 10 years of Services to OEM ✓ 50+ Task Orders ✓ 34 municipalities ✓ 12 Disaster Recovery Projects ✓ 20 Plans and Technical Studies ✓ Developed disaster cost reimbursement procedures that helped to secure $245 million in FEMA PA funding after Hurricane Irma	ISC was selected by Miami-Dade County to provide as-needed consulting services to various county departments across multiple service areas including disaster recovery, grant management, disaster cost recovery, emergency management planning, emergency management training, emergency management exercises, strategic planning, business processes, governance, and other professional consulting services as needed. Over the past decade, Team ISC's performance on Miami-Dade County OEM projects resulted in **two contract renewals and 50 task orders** involving community planning, disaster recovery, community resiliency strategies, and community preparedness. These task orders include projects related to: • Disaster management strategies, specifically in Federal cost reimbursement. • Comprehensive grant and program management services for federally funded initiatives. • Hazard mitigation grant planning. • Community Development Block Grant-Disaster Recovery grant management; and • Local government planning experience, addressing local implementation of the FEMA National Disaster Recovery Framework (NDRF), which provides guidance that enables effective recovery support. • Expertise with the Uniform Guidance for Grant Administration (2 CFR Part 200) and application and agency-specific regulations for federally funded programs. • The ability to develop programs incorporating federal eligibility and compliance requirements. • Financial management and reporting of grant awards. • Policy guidance associated with Federal, State, and Local ordinances, statutes, laws, and regulations that define the role and responsibilities of emergency management and grant management. • Comprehensive emergency management activities to include planning, training, technical studies, and program management. In addition to supporting Miami-Dade County's disaster recovery grant management efforts, ISC was asked to support several initiatives that were instrumental in developing Miami-Dade's disaster cost recovery procedures. These procedures helped Miami-Dade County secure **over $245 million dollars in FEMA PA funding** following Hurricane Irma.

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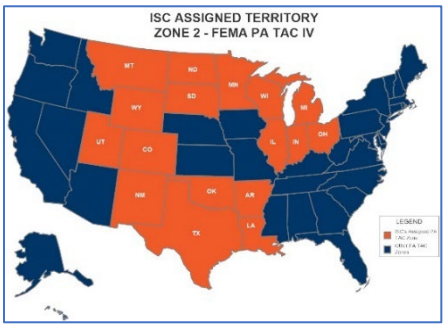
Zone 2 FEMA Public Assistance TAC (FEMA PA TAC IV)

Federal Emergency Management Agency (FEMA)

Location	FEMA Regions V, VI, and VIII
Contract Length	2019 – Present
Contract Value	$600 Million

Highlights

- ✓ Disaster recovery technical support to states and tribes within FEMA Regions V, VI, and VII.
- ✓ Provided as-needed technical support in implementation of FEMA PA Program and provisions of the Stafford Act to:
- ✓ 79 Disaster Declarations
- ✓ 67 Emergency Declarations
- ✓ 51 Fire Management Assistance Declarations
- ✓ Technical Policy Support of FEMA's Consensus-Based condes and Standards
- ✓ Technical expertise with Section 428 PA Alternate Procedures
- ✓ Technical Support of FEMA Consolidated Resource Center (CRC)
- ✓ **Implemented latest FEMA policies to include $1 Million Small Project Threshold.**
- ✓ Routinely recognized by FEMA HQ and FEMA Regions for experience and expertise of staff.
- ✓ ISC's performance under this contract has resulted in **multiple term awards since 2004.**



ISC provides as-needed technical support services to FEMA's Recovery Directorate within the Office of Response and Recovery (ORR) in support of its mission to provide survivors and communities to include state, tribal, local government, and private non-profit organizations with grants and technical resources can quickly respond to and recover from major disasters or emergencies declared by the President. ISC was selected to provide professional and non-professional services for the delivery of the FEMA Public Assistance Program in Zone 2 which includes FEMA Regions V, VI, and VIII. Specifically, ISC's provides essential professional services to ORR, as needed, to include:

- Impact Risk and Vulnerability Assessments,
- Preliminary Damage Assessments,
- Technical Assistance and Support,
- Policy Review, Guidance & Programmatic Assistance,
- Planning Technical Support and Review,
- Training, and
- Special Stafford Act Projects and Studies.

Since 2019, ISC has supported over 40 task orders within Zone 2 to assist FEMA ORR in the response and recovery of over 79 Presidential Disaster Declarations, 51 Fire Management Administration Declarations, and 67 Emergency Declarations. Disaster events include:

Types of Declared Events			
	34 Floods		**3 Tropical Storms**
	3 Landslides & Mudslides		**9 Hurricanes**
	34 Severe Storms		**1 Earthquake**
	21 Tornados		**51 Wildfires**
	8 Winter Storms		**COVID-19 Pandemic**

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Key Personnel Overview

ISC has identified several key personnel for this project – all of whom have a consistent record of successful leadership and project management and technical experience. All key personnel assigned to this project have backgrounds in emergency management, disaster recovery and various federal disaster assistance programs, and other skillsets that are related to the project.



We believe the proposed ISC Team will offer you a unique, dedicated, and valuable contractor to assist with emergency project management and disaster recovery services. The ISC Team's experience is comprised of a broad array of similar and complementary projects that are supported by a record of accomplishment of successful project and program execution. An essential element of this achievement is attributed to our ability to utilize our Team's cooperative strengths to provide our clients with multi-disciplinary solutions to their disaster recovery and emergency management projects. ISC has obtained the recognition of providing exceptional, client-focused services and has been celebrated for its integrated "best-practices" approach to disaster recovery and comprehensive emergency management. This recognition is attributed to ISC's strive for excellence for every project initiated, regardless of client or project size. As needed, additional personnel can be added to supplement and support the project.

We have structured our team to provide you with the most experience and qualified staff in the industry. Unlike some firms that rely solely on the qualifications of their executive management team, we realize that successful project execution of a recovery project this large requires not only seasoned project executives, but also a project manager that offers decades of disaster recovery and project management experience that is supported by seasoned and industry recognized subject matter experts.



Capacity to Respond

Team ISC has **over 850+ support staff & resources available and ready to deploy within 8 hours**. Giving us a capacity to respond to federal, state, and local governments and private entities alike, within a moment's notice. Our extensive reach and local availability connect ISC to its clients allowing for close oversight, direct communication, and expedient solutions to problems and requirements.

Our local presence and the proximity of our project offices will allow ready access to Team ISC resources, quick deployment if the need arises, and accessible modes of transportation. Our team of recognized specialists in a diverse array of disciplines that support emergency management and technical services activities provides the Client with the needed diversity to manage daily needs and surge capacity to augment the Client 's resources during an emergency. Specifically, Team

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ISC will participate in response and recovery conference calls to provide additional expertise and staffing as required to support the recovery efforts.

Florida and FDEM Experience

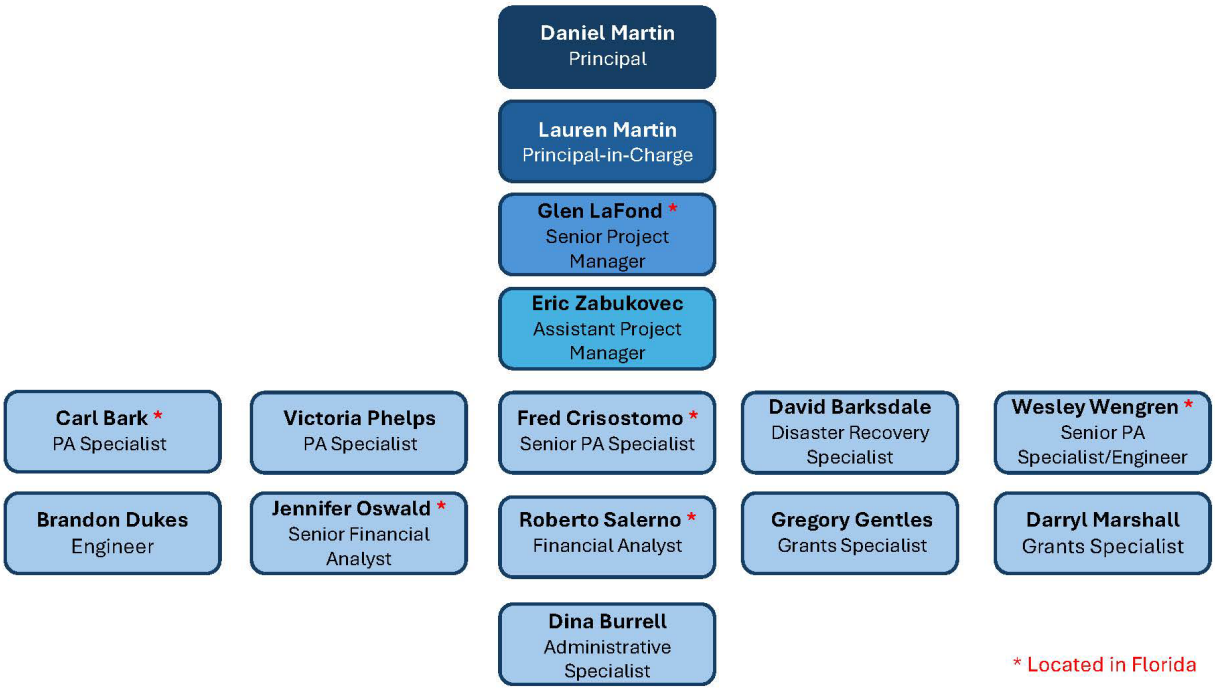
Team ISC has long-standing relationships, local experience, and local presence with similar communities throughout Florida.



In addition to our long history supporting communities in the State of Florida, members of the ISC Team live and work within the State as responders, planners, and managers within the emergency management community. Over the past 20 years, our Team of emergency management professionals have supported communities throughout the State of Florida in disaster recovery and preparedness projects, including Martin, St. Lucie, Palm Beach, Miami-Dade, Orange, Pinellas, Polk, and Monroe counties. These are past clients and ISC is not currently engaged with these county customers. Our attention will be 100% focused on you.

As a Florida-based Team, Team ISC understands the singular challenges that communities face during and after major hurricanes. This unique perspective and firsthand experience facing the same issues your jurisdiction positions us to successfully to meet all your requirements.

Organizational Chart



Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Key Personnel Qualifications

The table below shows our key personnel for this project, their roles, and a summary of each person's capabilities and qualifications. In the unfortunate event that key personnel assigned to this project become unavailable, ISC has identified support staff and potential candidates that would be available to fill in. These changes would be implemented only with your approval.

ISC has *1,000+ personnel on our cadre*. Each personnel will be hand selected to support task orders awarded. ISC will also make a conscientious attempt to hire local staff to support long-term engagements. Full resumes can be found in **Appendix A.**

Key Personnel Bios	
Name & Role	**Relevant Experience & Skills**
Daniel Martin, CEM, PhD *Principal*	• 30+ years of experience • Seasoned program manager and consultant, managing over 300 consulting engagements and managing several large FEMA and other U.S. federal emergency management contracts totaling over $2.5 billion. • World's first to hold a PhD in Emergency Management • Recognized internationally for bridging the disciplines of emergency management and environmental sciences (climate change). • Projects Include: – DHS – FEMA; National Response & Recovery Directorate Planning & Coordination Program; Program Director; ISC; 2010 – Present. – DHS – FEMA; National Catastrophic Planning Technical Assistance Program; Managing Principal; ISC; 2015 –Present.
Lauren Martin *Principal-in-Charge*	• 18+ years professional experience • Director of Controls for ISC • Has responded to over 20 U.S. Nationally declared disasters and has helped to manage over $20 billion in recovery dollars. • Possesses intimate programmatic knowledge in the administration of FEMA's Public Assistance and Hazard Mitigation programs. • Her desire to streamline processes and improve efficiencies has led to the development of a variety of databases and tools, most notably ISC's Odysseus Grant Management and Site Inspection Tools. • Projects Include: – DHS –FEMA; FEMA PA Technical Assistance Contract (TAC); Project Manager; ISC, 2010 –Present – DHS – FEMA; National Catastrophic Planning Technical Assistance Program; Project Manager; ISC, 2015 – Present – DHS – FEMA; Nationwide Infrastructure Response & Recovery – PA TAC Support; DR-4402-WI; Project Manager; ISC, 2021
Glen LaFond *Senior Project Manager* *Local to Florida	• 25+ years of experience • Combined Emergency, Construction, Project, and Financial Management experience in both the public and private sector. • Achieved FEMA's highly coveted Advanced Professional Series Certificate in Emergency Management and completed the National Fire Academy's Type 3 All Hazard IMT Technical Assistance Program.

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Key Personnel Bios	
Name & Role	**Relevant Experience & Skills**
	• Experience in responding to and working multiple disasters, coupled with his background in the construction industry, give him a unique insight into the Emergency Management field that has proven invaluable to his applicants and clients. • Projects Include: – Project Manager for ISC on Hurricane Laura, and damages to the Harbors and Airports. Primary PM and POC between clients and project reps. – Technical Assistance Consultant (TAC) to FEMA for Hurricane Maria DR-4339; served as PDMG and Grants Manager reporting specialist. – Technical Assistance Consultant to FEMA for Hurricane Sandy DR-4085; served as Project Specialist.
Eric Zabukovec *Assistant Project Manager*	• Mr. Zabukovec is highly skilled in supervisory and managerial techniques with an emphasis on Emergency Management and Recovery. He has vast experience in Public Assistance (PA), PA grants, PA policies and guidelines and interpretation and analyzation of grants and the PA Process. He is experienced in project worksheet development, appeals, time extension and final inspections, having worked in PA and disaster recovery almost 10 years. • He excels in the ability to design systems logic and process information logically; to prepare technical program specifications for complex applications; to analyze and interpret data within an application system; to communicate business information effectively and in writing to users to determine work priorities, assign work and ensure accurate complete of work assignments; to establish and maintain effective working relationships with others. • Projects Include: – DR-4486-FL COVID-19 Pandemic, Project Executive – EM-3560-FL Surfside Building Collapse, Deputy Project Manager – DR-4486-FL COVID-19 Pandemic, Recovery Specialist, Miami-Dade County
Carl Bark *PA Specialist* *Local to Florida	• Highly skilled debris specialist, specialized in debris operations and site inspections. Program Delivery Manager (PDMG) for the FEMA PA process. Assigned as PDMG for DR 4424 OH in Marietta, Ohio while working as a contractor for ISC. • Debris Operations, Debris Team Lead, Project Specialist, Site Inspections, Grant Management, Program Delivery Manager (PDMG)
Victoria Phelps *PA Specialist*	• 15+ years of experience in FEMA and State Disaster Recovery, deploying to 22 disasters in various roles, such as Task Force Lead, Team Lead, Work Force Director, FEMA and State Public Assistance Coordinator and Liaison, FEMA PA Grant Writer, Estimator, QA/QC Grant Reviewer, PA Site Inspector, Data Information Collection and Reporting, 406 Mitigation Grant Writer, Initial Reviewer for Floodplain, Historical, Environmental Policy Laws and Regulations. • She has extensive program knowledge, including The Stafford Act, 44 CFR, 2 CFR, SRIA Legislation, PAAP Programs, PAPPG and all other program materials. • Projects Include: – Technical Assistance Contractor for FEMA PA, 09/2005 - 11/2020 for 22 disasters

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Key Personnel Bios	
Name & Role	**Relevant Experience & Skills**
Fred Crisostomo *Senior PA Specialist* *Local to Florida	• Mr. Crisostomo has 44 years of experience in the construction industry with 14 years of experience in FEMA Public Assistance (PA) programs starting in Louisiana with Hurricane Katrina recovery and continuing in New York, Texas, and in Puerto Rico following Hurricane Maria. He has considerable expertise with developing and tailoring tracking databases and reporting tools and training PA staff on a variety of FEMA policies and procedural issues. He also has considerable experience in quality assurance and quality control of damage assessments, as well as audits, to include closeout procedures. Prior to his FEMA work, Mr. Crisostomo had a lengthy career in the U.S. Navy, where—with the Naval Facilities Engineering Command—he supervised and inspected a wide variety of construction projects, trained staff, and oversaw quality management and technology and paperless acquisition programs.
David Barksdale *Disaster Recovery Specialist*	• 28+ years of experience • Insurance Specialist with experience working as a Program Delivery Manager for Public Assistance in Georgia and Texas. In this role, he serves as the primary point of contact for Applicants. • Thrives at providing exceptional customer service and programmatic guidance throughout the grant process. As an Insurance Specialist he is exceptional at handling complex claims and has a rich history of working in various insurance roles. • Projects Include: – RealStreet Staffing/EUDS, Inc. (FEMA Contractor), Program Delivery Manager - Public Assistance (Georgia and Texas), November 2017 – September 2019
Wesley Wengren *Senior PA Specialist/ Engineer* *Local to Florida*	• Mr. Wesley Wengren is a versatile graduate-degreed engineer with 21 years of project management and 22 years engineering experience in industries that include emergency management and disaster recovery, power generation, US Space Program and US Navy. He has vast knowledge and experience in emergency management preparedness and recovery. He has served as and conducted PA site inspections and damage assessments. Wesley has expert knowledge of FEMA PA policy and guidelines, Grants Manager and Grants Portal. He has successfully written all categories of work and conducted closeouts. He is proficient in the use of Grants Manager, CEF, RS Means and PA applicable laws, regulations, policies, general building codes and standards. He can manage multiple projects, tight deadlines and identify and recommend solutions to issues that may arise. He has exceptional computer skills and written and oral communication skills and is proficient in Microsoft Office Suite.
Brandon Dukes *Engineer* ISC	• 3+ years of experience • Texas-based Emergency Management Consultant, providing hazard profiling, community asset determination, and Risk and Vulnerability analysis, Hazard Mitigation Planning (HMP), and historical storm analysis. • Projects include: – FEMA (DR 4485- TX) in Corpus Christi, TX – Local risk assessment across four counties in the State of Montana.
Jennifer Oswald	• 26+ years of experience in finance/accounting.

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Key Personnel Bios	
Name & Role	**Relevant Experience & Skills**
Senior Financial Analyst *Local to Florida	• 15+ years in the FEMA Public Assistance Program ranging from debris monitoring to the closeout of projects. Disasters include more than 15 hurricane and flooding events spanning eight states from the Gulf Coast to the Northeast to the Midwest. Expertise in QA/QC, closeout, policy guidance, Stafford Act Grants, FEMA Public Assistance, and facilities review.
Roberto Salerno *Financial Analyst* *Local to Florida	• Over 20 years of Insurance and Training experience in Public Assistance, Individual Assistance and Grants Manager/Portal. • Operated for 3 years in PA. Team Trainer 18 months in Puerto Rico. • Effective Grants Manager system operation. 2 years of operation. • Advanced Ability to Translate Italian. Dual Citizenship, Italian Native Language. • Proficiency in, Microsoft Office, Power Point, Outlook, Excel. • Submitting all User Acceptance Testing (UAT) findings in Grants manager during our testing process every day and report any bugs or functionality issues to the PA UAT Review Team.
Gregory Gentles *Grants Specialist*	• 19+ years of experience • Highly skilled Disaster Specialist with an extensive background in disaster recovery working at ISC. He has deployed to 25 federally declared disasters throughout his 19 years of experience in various roles for disaster types including but not limited to fires/wildfires, floods, straight-line winds, and hurricanes. • Projects include: – LA – DR 4559 Hurricane Laura & LA – DR 4570 Hurricane Delta; Senior Grants Manager; ISC; 2019 – 2022 – SERCO's FEMA Program Delivery Task Force Lead for MN – DR 4442 Winter Storm and Flooding; Sedona Technologies;2019 – 2020
Darryl Marshall *Grants Specialist*	• 16+ years of experience • Most recently served as a Program Delivery Manager (PDMG) working in Grant Manager and has performed closeouts on various applicants. Hel is well versed in FEMA's laws, regulations, and policies in the PAPPG and 44CFR. • Projects include: – DR-4332-TX Hurricane Harvey, Program Delivery Manager, 2018 – 2020 – Louisiana Flood, Disaster Case Manager Supervisor, 2016 – 2018
Dina Burrell *Administrative Specialist*	• 15+ years of experience • Recovery Resource Coordinator with ISC and assists in managing, obtaining, and providing resources for ISC's federal and state / local recovery projects as well as managing the deployments and personnel. • Has deployed on-site to various disasters and filled in a variety of roles including as a Project Specialist. Primarily has deployed as a TAC Coordinator. • Projects include: – DR-4332-TX Hurricane Harvey, Community Development Block Program (CDBG/GLO), Grant Specialist, 2017 – 2020

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Technical Approach

Methodology

ISC understands that you are looking for a firm with expertise in disaster recovery management and infrastructure development. We have a long-standing history of providing consulting services and technical assistance to a variety of local, state, and federal clients. We believe that we are uniquely positioned to best serve you as we have a complete understanding of your history, your operations, and how they will affect your current needs. Additionally, we have thoroughly read your requirements and understand this current mission is to provide you with an Emergency Management Professional Services Consultant to manage the cost recovery and reimbursement services that occur after a disaster. As the selected proposer, ISC, will assist the client in facilitating and conducting damage assessments, developing projects, and administrating Federal and State disaster recovery grant programs related to a Federally Declared Disaster incident.



ISC's Project Management Approach for Recovery Services	
Phase 1: Project Startup	
1. Scope Management	Identifies the project description, goals, and objectives; evaluates the project structure, scope management, and controls; supports quality assurance procedures, and manages project risks and mitigation.
2. Resource Management	To facilitate increased coordination and provide you with a technical contractor that will meet and exceed expectations, ISC has selected the most qualified staff for this project. In the unfortunate event that key personnel assigned to this project become unavailable, ISC has identified support staff and potential candidates that would be available to fill in. *These changes would be implemented only with the client approval.*
3. Communications & Information Management	ISC and its team have invested in advanced technologies to facilitate communication and information sharing between our key personnel and staff. The video conferencing and desktop sharing capabilities of our company has proven to be extremely helpful in past projects and have served to increase internal and external communication.
4. Disaster Decision-Making & Problem Resolution Process	Disaster recovery can be a difficult and confusing process and is generally shaped by the decisions of various stakeholders and organizations before and after an event. Post-disaster decision-making is generally accompanied by a high stress environment and the need to make rapid decisions with incomplete information. The decisions made during this time can critically impact and affect the future of the community. ISC will help identify key stakeholders and organize and

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ISC's Project Management Approach for Recovery Services	
	facilitate meetings to encourage discussion and foster understanding to render decisions and resolve problems.
 5. Collaborative Recovery Strategy & Client Engagement	Based on our prior experience of executing similar disaster recovery contracts, it is essential that a clear understanding of the goals and objectives are established prior to initiating the project. A collaborative approach will ensure that your recovery objectives are successfully realized, regularly tracked, and routinely reported. Our approach will ensure that a clear understanding is achieved between both parties about the content and context of work initiated by ISC.
 6. Knowledge Transfer Plan	ISC will execute our knowledge transfer plan to ensure that information and processes are transferred to ISC from the previous contractor. This will help fill gaps in knowledge that might exist after their departure. ISC will review and leverage this knowledge to recommend changes, discover new opportunities, or improve processes. After contract award, ISC will retain all information in their Knowledge Management System (KMS) to provide transparency to you, recipients and sub-recipients.
Phase 2: Project Execution & Customer Satisfaction	
 7. Comprehensive Disaster Cost Recovery Strategy	In coordination with you, ISC will develop a comprehensive recovery strategy to maximize funding and expedite the rebuilding of your assets while also adhering to appropriate federal and state policies and procedures. This strategy will provide a recommendation and be presented to you for approval. Once approved, ISC Team will work with various departments to implement your Disaster Cost Recovery Strategy and ensure that these processes and procedures are followed.
 8. Thoroughly Document Damages & Eligible Costs	Many communities can expedite their community's recovery process by thoroughly and efficiently identifying disaster-related damages and quickly determine those expenditures that will be eligible for FEMA reimbursement. However, traditional methods and bureaucratic forms have caused unnecessary delays. For this reason, ISC invested in the development of a mobile damage assessment application as part of the Odysseus™ Enterprise System. The damage assessment application is designed to gather FEMA-required damage assessment information in the field and synch the inventory of damages with FEMA grant requirements, expediting the receipt of eligible disaster assistance funds.
 9. Transparent Performance & Monitoring of Recovery Activities	Past disaster recovery operations have demonstrated the need for clients to manage disaster recovery funds and track the performance of their contractor easily and effectively. At ISC, our reputation of being a trusted, top performer is important to our future success. For this reason, ISC has developed a web-based grant management system to help drive workload, track performance, monitor funding queues, generate reports, monitor compliance, and examine audit requirements. The Odysseus™ Enterprise System (OES) provides a centralized location to collaborate, automates workflow, and increase efficiency by over 700%.
 10. Maximize Recovery Funds &	ISC has served as a national leader in disaster resiliency, committed to maximizing vital community disaster assistance funds through hazard mitigation and new FEMA Public Assistance initiatives. ISC has supported over 7,000 communities in identifying hazard mitigation opportunities and securing billions in additional disaster assistance funding. ISC has also developed many of the

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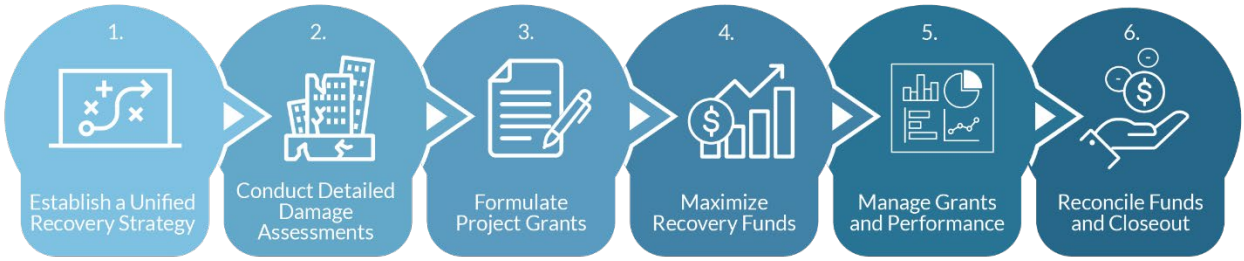
ISC's Project Management Approach for Recovery Services	
Mitigation Opportunities	Nation's largest FEMA Section 428 projects and prepared thousands of successful appeals, securing billions in additional eligible FEMA Public Assistance funds.
 11. Audit & Financial Controls and Reporting	The fact that ISC's clients have not been subject to adverse findings from the Office of Inspector General (OIG) and have not had any funds de-obligated is not because of chance. At ISC we place a high degree of importance in establishing financial controls and standard reporting to account for all associated documentation and accounting records, ensuring costs are consistent with policies and procedures, and that all costs are necessary and reasonable. These controls and reporting mechanisms will be established early on and regularly updated throughout our engagement. These processes will also be utilized to track expenditures and process payments.
 12. Internal Controls & Compliance Reporting	ISC will continuously audit and review projects for compliance with regulatory guidelines, including but not limited to NFIP, procurement and contracting, and environmental and historic preservation. ISC will align the various recovery programs around your internal financial management system and processes to assist in establishing streamlined financial accounting. Accountants and closeout specialists will be assigned to review all projects and associated versions to ensure all eligible costs are captured, sufficient documentation is provided, and all federal funding has been obligated.
 13. Cost Reconciliation, Appeals & Closeout	In recent years, FEMA and its state counterparts have placed greater burden on local government to reconcile disaster expenditures, file eligibility appeals, and perform project and programmatic disaster closeouts. In addition to our experience supporting thousands of successful FEMA appeals, ISC has also performed closeouts for some of our Nation's largest disasters. Our experience has even led to the development of innovative technology such as the Odysseus™ Closeout Validator that improves efficiency of the FEMA closeout process from months to days.
Phase 3: Project Deliverables, Quality Assurance, & Reporting	
 14. Efficient Expenditure of the FEMA DAC	Unlike other companies that are driven to maximize profits for shareholders, ISC prides itself in working efficiently and investing in technologies and methods to reduce our burden on allocated Disaster Administrative Costs (DAC). ISC's costs account for only 3.34% of the allowed 5% allocated by FEMA for DAC, giving the community's extra financial resources to offset their administrative efforts. We feel that our efficient utilization of the FEMA DAC is a testimony of our commitment to the community we serve, a management strategy that is results driven, and technology that promotes accountability and transparency.
 15. Quality Assurance & Control	ISC's Quality Assurance Plan (QAP) defines the organization and the methodology used for all ISC project engagements. The QAP: 1) Identifies processes that will be applied to assure quality; 2) Defines roles and responsibilities to ensure a successful, timely project with deliverables on time; 3) Provides the indicators to allow appropriate decisions and tracks/reports progress; 4) Describes software management practices: procedures, rules, and applicable methods for the project; and 5) Outlines documentation management/delivery.

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ISC's Project Management Approach for Recovery Services	
16. Potential Risks & Corrective Action Strategy	At the beginning of the project, identified and potential risks will be recognized to anticipate and manage, as far as possible, the potential impacts of the project, including reporting all risks. Each time a new risk is detected, it shall be managed (identified, assessed, etc.) by the Project Manager or designee. Preventive and corrective treatment will be implemented to reduce the severity and probability of the occurrence of these risks.
17. Monthly Project Status Reports	The ISC Project Manager will provide a "Project Status Report" to your designated representative(s) at the agreed-upon interval (typically biweekly or monthly). The Report will include a summary of accomplishments by task, project progress assessment, major deliverables for the reporting period, a summary of the tasks due during the next reporting period, any foreseeable project risks and solutions, and financial status for individual tasks as well as the overall project budget.
18. Invoices & Quarterly Grant Reporting	The ISC Project Manager will provide invoices to your designated representative(s), which can be sent either by deliverable or monthly. To ensure you meet all compliance and reporting requirements, ISC will maintain detailed records of work and expenditures and submit financial and contract performance reports following the grant reporting schedule.

FEMA Public Assistance Approach

The delivery and implementation of the FEMA Public Assistance Program is often the largest disaster assistance funding source that is made available to a community, as well as the most complicated and intricate part of the recovery process. The public assistance aspect of this project requires a degree of finesse and knowledge of the FEMA PA program, policy and guidance. Over the years, ISC has worked directly with FEMA, states, counties, and local municipalities to coordinate the rapid mobilization of thousands of technical staff to support FEMA PA operations. ISC has responded to hundreds of natural hazards, man-made disasters, and incidents of national significance to include Hurricanes Harvey, Irma, and Maria.



ISC's Approach to Grants Management

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Phase 1: Establish a Unified Recovery Strategy



Based on our prior experience of executing similar disaster recovery contracts, it is essential that a clear understanding of the goals and objectives are established prior to initiating the project. A collaborative approach will ensure that your recovery objectives and priorities are successfully realized, regularly tracked, and routinely reported. Our approach will ensure that a clear understanding is achieved between both parties about the content and context of work initiated by ISC.

In coordination with the client, ISC will develop a comprehensive recovery strategy to maximize funding and expedite the rebuilding of G assets while also adhering to appropriate federal and state policies and procedures. This strategy will provide recommendations and be presented to you for approval. Once approved, ISC will work with various client departments and agencies to implement the Disaster Cost Recovery Strategy and ensure that these processes and procedures are followed.

Inform Client Administrators and Partners

An important element of any successful program is the ability to efficiently transfer knowledge and understanding. At ISC, we believe **consulting services should be value-added** and not be a burden to the client. When disaster recovery consulting services are implemented correctly, your knowledge and capability to implement the PA Program increases.

ISC will leverage our experience developing curriculum, designing virtual training programs, delivering training, and conducting exercises to offer you superior courses. ISC will collaborate with you to identify which disaster recovery courses will need to be developed and delivered. ISC will meet with you to define instructional goals and objectives of each course. If necessary, ISC will assist in the research and analysis required when no source material is available and provide subject matter specialists. ISC will deliver a needs assessment report which will deliver an overview of the tutorial, its purpose, target audience, training objectives, available resources, training format, tutorial timespan, development timeline, and assessment requirements.

At a minimum, ISC will develop training courses on the relevant federal grant programs and conduct annual training for all departments, municipalities, and partner agencies. Virtual training programs will include a method to document personnel attendance, training certificate, and other course tracking requirements.

Obtain Immediate Needs Funding

If necessary, ISC will work with you to request Immediate Needs Funding (INF) for critical needs. INF can be allocated for emergency work costs such as overtime payroll, equipment expenses, temporary employee payroll, materials purchased, equipment rented, and contractor payments.

Define & Implement Decision-Making & Problem Resolution Process

Disaster recovery can be a difficult and confusing process and is generally shaped by the decisions of various stakeholders and organizations before and after an event. Post-disaster decision-making is generally accompanied by a high-stress environment and the need to make rapid decisions with incomplete information. The decisions made during this time can critically impact and affect the future of the community. ISC will help identify key stakeholders and organize and facilitate

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meetings to encourage discussion and foster understanding to render decisions and resolve problems.

Identify Additional Funding Opportunities

Recovery projects can take extensive amounts of time, energy, and particularly funding. There are a variety of funding sources available to communities, private non-profit organizations, businesses, families, and individuals that have been affected by the disaster; however, it may take considerable effort to identify and obtain proper funding sources, coordinate these funding sources, and implement funded projects. Funding for disaster recovery can be generally secured from a variety of sources; however, the availability and accessibility of these sources of funding will vary based on the type and scale of the event.

Phase 2: Conduct Detailed Damage Assessments

At ISC, we feel that it is crucially important to document your disaster damage accurately and thoroughly. This is especially true with the implementation of FEMA's new PA delivery model, as well as Section 428, which puts the onus on local government and private non-profits to document their damages in return for receiving fixed-cost estimates. ISC will conduct a thorough Preliminary Damage Assessment (PDA) of infrastructure for both public and individual assistance. Hand-selected ISC support staff will work closely with the assigned Client personnel to make sure an accurate representation of the damages is depicted. A detailed and quantifiable damage description is essential in formulating a project worksheet that is eligible for FEMA funding.



Initiate Damage Assessment and Define Documentation Requirements

ISC will inform you to document all facility and content damages immediately following the event. These damages should be documented via written notes and photographs prior to removing debris or fixing damaged elements. ISC will provide a comprehensive list of documentation required to seek reimbursement from FEMA and other federal agencies, as appropriate.

Establish Damage Assessment Strategy and Schedule of Activities

Various methods can be utilized to assess damage and are often dependent on the type and scale of event and the resources available. Disasters that produce visible damage, such as fires, tornadoes, and hurricanes, can quickly be assessed using windshield assessments, flyovers, or geospatial analysis. Other disasters, such as flooding, may require door-to-door assessments, which can exhaust resources and time. ISC also recognizes the benefits of utilizing Unmanned Aerial Systems (UAVs or: drones) to augment damage assessments and therefore has invested in cutting-edge UAV technology and software to provide our clients with enhanced analysis and mapping.

ISC will work with you to establish an expedient and efficient damage assessment strategy, as well as a schedule of activities. This schedule will help to prioritize PDAs and high priority projects based on the amount of time required to conduct the inspection, the required attendees, and the timeline of deliverables.

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Record Evidence of Extent of Damage

While conducting the damage assessment, it is important to document all relevant damage to residences, businesses, and/or damaged infrastructure. The location of all damaged sites should be documented using street addresses or GPS coordinates. For uniformity and to ensure all relevant information is collected, ISC will provide guidance and train staff on how to document damage, including dimensions, materials, and the size or capacity of the facility. In addition, it is important to capture the work necessary to perform temporary repairs or restore the damaged infrastructure, as well as the estimated or actual costs.

Phase 3: Formulate Project Grants



Our team of nationally recognized FEMA Public Assistance professionals will work closely with you to create a comprehensive and effective process that adheres to the requirements of the PA Program, as well as the administrative processes of the client that have been established prior to the disaster. Our intent is to leverage our intimate knowledge of the FEMA PA Program to identify all of your eligible FEMA PA funding, without burdening staff or creating unnecessary risk of de-obligation.

ISC will provide technical assistance as requested by the client and will proactively identify and resolve issues that may arise related to the funding of work to be completed. Activities associated with this effort include:

- ✓ Document Damages
- ✓ Develop Damage Descriptions
- ✓ Prepare Scopes of Work
- ✓ Evaluate Alternative and Improved Projects
- ✓ Identify Opportunities for Hazard Mitigation
- ✓ Implement Section 428
- ✓ Identify and Formulate Projects
- ✓ Develop Accurate Cost Estimates
- ✓ Address Special Consideration Concerns
- ✓ Establish Process for Quality Control
- ✓ Guidance and Training on FEMA PA

ISC will obtain, analyze, and gather all relevant documentation and records to extract pertinent information necessary for submittal, including timekeeping and staff assignment records as applicable. ISC will utilize their best practice quality control methods to review all projects and supporting documentation for clarity and completeness, as well as consistency and accuracy.

Initial Briefing and Complete Request for Public Assistance

To receive funding under FEMA's PA program, sub-recipients must meet all eligibility requirements. FEMA provides assistance to four types of Applicants: state governments, local governments, Indian Tribal governments, and certain critical and non-critical private non-profit organizations. ***ISC will assist in completing RPAs as needed*** and will help to assess and provide justification for those clients who provide a public service but may not identify as one of the four types of Applicants listed above.

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Participate in Exploratory Call & Recovery Scoping Meeting (RSM)

Upon approval of the RPA, ISC will help coordinate, prepare for, and participate in the Exploratory Call with the FEMA Program Delivery Manager and the sub-recipient representative. To prepare for this meeting, ISC will assist in assembling the inventory of impacts from the disaster and any questions that may need further clarification from FEMA. Following the Exploratory Call, ISC will assist as needed in developing a list of disaster-related damages and agenda items to be discussed at the Recovery Scoping Meeting (RSM). Additionally, ISC will work with each sub-recipient to upload initial information, such as contracts, insurance policies, plans and procedures into FEMA's Grants Portal. During the RSM, a meeting schedule will be agreed upon between FEMA and the client to ensure progress in recovery and establish a timeline of deliverables.

Coordinate Site Inspections with the State and FEMA

Following COVID, FEMA has taken a hybrid approach to administering the FEMA PA Program. ISC will help plan, schedule, and coordinate site inspections between the sub-recipient, client and FEMA as required. By developing a strategy and course of action, we can ensure that priority projects are assessed first and **communicate to FEMA the urgency of reviewing and obligating these projects.**

Analyze Project for FEMA PA Eligibility

All identified damages will be analyzed for eligibility under the PA program. Projects funded under the PA program must be the legal responsibility of the eligible Applicant and damaged as a direct result of the disaster event. Substantial documentation is needed to support all eligibility claims, and therefore ISC will use their best practices and acquired knowledge in formulating detailed projects to ensure reimbursement and prevent future eligibility concerns.

Evaluate Relevance of Current FEMA PA Pilot Programs

FEMA is consistently reevaluating the delivery of the PA program and identifying areas of improvement. Before making drastic changes to its program delivery, administrative costs, or just the PA program in general, FEMA will conduct a Pilot Program to test and evaluate these changes. When these programs arise, ISC will educate you on how these changes will affect them and will make sure they don't adversely affect FEMA assistance.

Assist in completing the FEMA Grants Portal Essential Elements of Information

ISC will assist you and the sub-recipients in the completion of the FEMA Grants Portal Essential Elements of Information (EEI), required to support the damage claims and ensuring eligibility of the PA Grant.

Provide Recommendations on Eligibility and Critical Issues

ISC is comprised of recovery specialists who are intimately familiar with Federal regulations, specifically the Robert T. Stafford Act, Post-Katrina Emergency Management Reform Act, and the Disaster Recovery Reform Act. We will work with you to navigate eligibility concerns and address critical issues to maximize funding and mitigate potential reimbursement concerns.

Prepare Detailed Damage Descriptions and Scopes of Work

ISC will assist in developing detailed damage description for each facility that was affected by the disaster event. Once the damage description has been agreed upon by FEMA, the client, and the

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sub-recipient, ISC's knowledgeable PA Specialists will assist in the development of the proposed scope of work (SOW), including the hazard mitigation proposal (HMP) for each of its projects. If the work is finished, ISC will document the completed SOW.

SOWs for emergency work projects address immediate threats and debris removal. For Permanent Work projects, the SOW includes a description of how the sub-recipient plans to repair, or has repaired, the damage, including repair dimensions and HMP description and dimensions. In instances where the SOW has a potential of impacting environmental or historic resources, ISC will coordinate with you and FEMA to review the SOW to determine if modifications could reduce potential impacts. Assess Special Considerations. Prior to removing debris, demolishing buildings, or beginning repair work, you must address any special considerations that may affect the eligibility of these projects. It is the responsibility of each sub-recipient and the client to ensure compliance with the Natural Historical Preservation Act and the National Environmental Protection Act, and therefore EHP reviews should be completed before beginning construction. ISC will educate all personnel on the risks associated with not adhering to policy and regulations and will make sure EHP reviews are completed prior to project start dates.

Analyze for Potential Insurance Proceeds

Many eligible applicants carry insurance that may or may not cover a portion of their damages. Understanding the available insurance coverage relative to the eligible scope of work to return the facility to its pre-disaster condition without jeopardizing potential funding due to duplication of benefits requires a thorough review and analysis of insurance policies, proof of loss, and other insurance documentation. Once we have reviewed the available supporting documentation, ISC's insurance specialist work to reconcile the amount of insurance proceeds received with the corresponding scope of work in the PWs.

Prepare Cost Estimate

FEMA may approve grant funds based on a forward pricing model to establish cost estimates for those projects that exceed the large project threshold. ISC staff are well versed in standard cost estimating programs to include RS Means and FEMA's Cost Estimating Format. ISC's experienced cost estimators can account for all possible costs based on the detailed scope of work, including odes and standards. Accurate cost estimates are even more important with the implementation of FEMA's new PA Program Delivery model and the increase in the small project threshold.

Comply with Program Timelines

Depending on the extent of damage to a facility, the client and the sub-recipients may be unable to restore the facility within the regulatory time frame and therefore must request a time extension. FEMA may approve a time extension on a project-by-project basis if the client can justify the extension and provide documentation substantiating the delays, status of the work, and a project timeline with a projected date of completion. ISC will help maintain a master schedule to help inform you of upcoming deadlines and the need to request a time extension. Additionally, the GMT allows for notifications of upcoming Period of Performance due dates. These notifications are customizable to include when they are sent and who is notified.

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Phase 4: Maximize Recovery Funds



ISC has served as a national leader in disaster resiliency, committed to maximizing vital community disaster assistance funds through hazard mitigation and new FEMA Public Assistance initiatives. ISC has supported over 7,000 communities in identifying hazard mitigation opportunities and securing billions in additional disaster assistance funding. ISC has also developed many of the Nation's largest FEMA Section 428 projects and prepared thousands of successful appeals, securing billions in additional eligible FEMA Public Assistance funds.

Identify Hazard Mitigation Opportunities

After a declared disaster, eligible **FEMA Public Assistance Applicants can receive funding beyond what was damaged to rebuild facilities that incorporate measures that increase resiliency and hazard mitigation through Parts 404 and 406 of the Stafford Act.** These programs are a top priority for FEMA and can offer eligible Applicants up to 100% of the repair cost for some pre-approved hazard mitigation measures. ISC will assist you in identifying, developing, and evaluating opportunities for hazard mitigation programs to reduce or eliminate risk from future events. Our team of hazard mitigation specialists have extensive experience with Section 404 and 406 hazard mitigation programs and leveraging these additional funds to best benefit the client and its facilities.

Evaluate Potential Projects for Section 428 Funding Allocation

FEMA's Section 428 Alternative PA program was signed into law on January 29, 2013, as part of the Sandy Recovery Improvement Act of 2013. The purpose of the 428 program is to expedite funding, increase flexibility, and provide incentives for timely and cost-effective PA projects. ISC will leverage their intimate knowledge and experience to help you identify potential projects for section 428 funding and will assist in the development of the scope of work, the validation of costs and the management of the fixed capped grant. In addition, by aligning section 428 with Recovery Support Functions (RSF) objectives, ISC can help you prioritize funding in ways that best meet the recovery needs of impacted communities.

Evaluate Opportunities for Alternative and Improved Project Funding

Large projects are reimbursed based on actual costs needed to complete the eligible scope of work. Sometimes, it is in your best interest to make improvements to the facility while performing the work or to use the funding for an alternative project which will better serve the public. Changes to the scope of work that alters the pre-disaster design, function or capacity will result in a capped grant. ISC will evaluate the desired changes to the scope of work and will utilize their knowledge of policy, engineering and cost estimating to help you in identifying the best course of action to maximize funding.

Prepare PW Versions – Changes in Scope and Cost Overruns or Underruns

Under the PA program, FEMA will only reimburse for eligible scopes of work. If there is a change to the scope of work, ISC will work with you to review the revised scope and notify FEMA immediately. Changes in scope will have to be reviewed for eligibility and EHP compliance requirements prior to the commencement of work. If work associated with the SOW change begins prior to FEMA review and approval, it will jeopardize funding. To minimize this risk, ISC will

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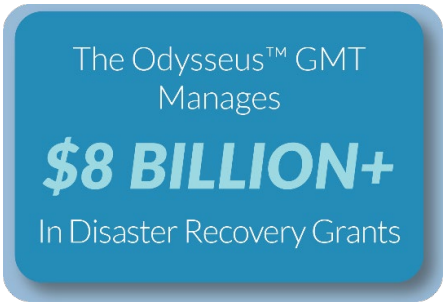
monitor the recovery progress and identify projects which may require PW versions to address changes in scope of work or costs prior to the start of the construction phase. Any change to scope or costs will require a written request to FEMA. ISC will help to assemble a complete request including a detailed justification and documentation to support the eligibility of the version.

Phase 5: Manage Grants & Performance



In addition to the formulation of projects, ISC will assist in administering the grants and identifying issues or gaps that may cause a problem during audits, jeopardizing federal funding. All PWs will be tracked and monitored from formulation through closeout. ISC will utilize specialized reporting tools to gauge the progress of the disaster and overall compliance with PA program regulations. As work progresses, ISC will help manage documentation requirements and the drawdown of funds, ensuring an efficient payment process.

Establish Audit and Financial Controls and Reporting



The Office of Inspector General (OIG) may perform audits on projects to ensure integrity and efficiency in government when carrying out essential programs and activities. Some frequent audit findings under FEMA's PA program are poor contracting practices, excessive equipment or labor charges, inaccurate accounting, and unrelated project charges. ISC will work with you to establish audit and financial controls that will reduce the burden of potential audits. This will include, but is not limited to, maintaining file records for each project to account for all associated documentation and accounting records, ensuring costs are consistent with policies and procedures, and that all costs are necessary and reasonable.

Perform Internal Controls Assessments and Support Compliance Monitoring Activities

ISC will continuously audit and review projects for compliance with regulatory guidelines, including but not limited to NFIP, procurement and contracting, and environmental and historic preservation. ISC will align the FEMA PA Program around the existing internal financial management system and processes to assist in establishing a streamlined financial accounting. Accountants and closeout specialists will be assigned to review all projects and associated versions to ensure all eligible costs are captured, sufficient documentation is provided, and all federal funding has been obligated.

Conduct Site Inspections and Oversee Construction Projects

ISC will utilize experienced construction managers to oversee and ensure timely completion of projects. By utilizing staff that are not only familiar with construction best practices but also programmatic guidelines, ISC can ensure that you recover every dollar spent. We can also mitigate any potential conflicts by accurately documenting necessary changes to the scope of work. Site inspections will be conducted throughout the engagement and tracked in the OES Site Inspection Tool which is integrated into the OES GMT. Real-time reporting will help to gauge timelines and identification of risks/issues that may impact the period of performance or other special considerations.

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Project Tracking and Status Reports

Throughout the recovery process, the client will be expected to prepare quarterly reports for the FEMA. Our FEMA PA Program support specialist will assist the client in preparing the required quarterly reports. ISC will monitor and ensure compliance with all programmatic deadlines and assist in the development of time extension requests as necessary.

Management Costs

ISC uses the same technology for reporting labor hour, invoicing and tracking time-and-materials or task order engagements. ISC's timesheet and expense tracking system is integrated into our project management platform, allowing for ready access of real-time reporting of project budgets and expenditures. This platform also provides pre-built and custom reports and dashboards, empowering all levels of ISC and our clients with a 360-degree real-time information so that they can make immediate, date-driven decisions. ISC's has developed custom timesheet and expense reporting and dashboards that are consistent with FEMA DAC requirements and timely reporting of DAC and non-DAC eligible activities.



Process Appeals and Arbitration

The client has the right to appeal any FEMA determination related to the PA program. Through coordination and open communication with the sub-recipients and FEMA, ISC will mitigate potential project issues or eligibility concerns. In the event of an unfavorable determination, and after all options are exhausted, ISC will develop an appeal utilizing supporting documentation and PA policy to create a comprehensive argument for you within the regulatory timeframes.



To minimize the number of appeals, ISC believes that all PWs should be supported by policy and substantial documentation, including disaster-specific guidance and white papers that help to support eligibility determinations. Each of these documents are developed in coordination with FEMA. In the event of an unfavorable determination by FEMA, and after all options are exhausted, ISC will develop an appeal to create a comprehensive argument. **To date, ISC has a 97% success rate in achieving favorable responses on appeals.**

Phase 6: Reconcile Funds and Closeout



At the end, ISC will assist with the FEMA PA Program closeout process. Our strategy of aligning the FEMA PA Program around your internal financial management system and processes will assist in establishing streamlined financial accounting. Accountants and closeout specialists will be assigned to review all projects and associated versions to ensure all eligible costs are captured, sufficient documentation is provided, and all federal funding has been obligated. ISC will assist you in preparing Final Inspection Reports as necessary.

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Establish Closeout Procedures

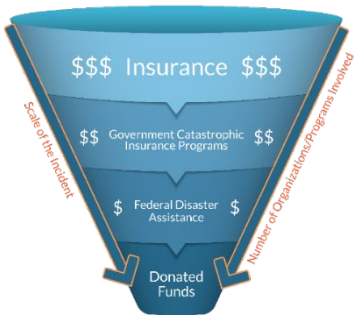
Closeout is a process in which FEMA determines that all applicable administrative actions and required work have been completed by the client. Properly closing out projects completes the recovery process, and it is ISC's belief that closeout begins at the onset of project formulation. Efficient and effective closeout requires training applicants on procedures, timelines and required documentation.

Confirm Completion of Work and Reconcile Costs

To effectively closeout a project, the client must demonstrate that the approved scope of work was completed and that funds were expended in accordance with Federal, State, and local laws, regulations, and policies. ISC's closeout specialists will review all PWs, reconcile actual costs to complete the approved scope of work, and when applicable, identify any outstanding funds that are owed to you from FEMA. In addition, ISC will work to obtain documentation to support all eligible costs and approved scope of work. ISC will review the small projects and evaluate if the actual cost to complete all small projects exceeded the original estimate. If the costs to complete the scope of work exceed the original estimate, ISC, in coordination with the client, will request a Net Small Project Overrun appeal.

Support for Additional Recovery Funding Opportunities

Recovery projects can take extensive amounts of time, energy, and particularly funding. There are a variety of funding sources available to communities, private non-profit organizations, businesses, families, and individuals that have been affected by the disaster; however, it may take considerable effort to identify and obtain proper funding sources, coordinate these funding sources, and implemented funded projects. Funding disaster recovery can be generally secured from a variety of sources; however, the availability and accessibility of these sources of funding will vary based on the type and scale of the event.



One of the greatest challenges for a community during post-disaster redevelopment is to navigate the bureaucratic buffet of federal disaster assistance programs, while identifying and pursuing non-federal funding mechanisms to fund those activities that may not be eligible in accordance to the programmatic guidelines of the ninety-three (93) disaster recovery assistance programs and our proprietary collection of over 500 private and non-profit disaster assistance funding sources. ISC will assist you in developing a disaster recovery funding strategy and provide technical support in securing and managing these additional funding opportunities.

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Tab III – Customer Listing

Client	Type of Service	Type of Contract	Description	Period of Performance	Contact
Florida Clients					
Miami-Dade County *9300 NW 41st St, Miami, FL 33178*	Comprehensive EM Services	MSA / Multi-Award	50+ task orders performed, multiple contract renewals	2010 - Present	Charles Cyrille 786.331.5130 | cyrille@miamidade.gov
Palm Beach County *20 S Military Trl, West Palm Beach, FL 33415*	Comprehensive EM Services	MSA / Multi-Award	20+ task orders performed, multiple contract renewals	2016 - Present	Michael Teets 561.712.6325 | mteets@pbcgov.org
City of Bradenton Beach *5801 Marina Dr, Bradenton Beach, FL 34217*	Disaster Recovery Services	Single Award	Hurricane Helene & Milton	2024 - Present	Recinda Perry 941.526.6468 | recinda@verizon.net
Useppa Island *200 Useppa Is, Bokeelia, FL 33922*	Disaster Recovery Services	Single Award	Hurricane Ian	2022 - 2023	William Schobel 239.283.7578 | wschobel@useppafire.org
Bay District Schools *1311 Balboa Avenue, Panama City, FL 32401*	Disaster Recovery Services	Single Award	Hurricane Michael	2021 - 2022	Lee Walters waltell@bay.k12.fl.us | 850.767.4205
Florida Gulf Coast University *10501 FGCU Blvd S, Fort Myers, FL 33965*	Disaster Recovery Services	Single Award	Hurricane Ian, multiple contract renewals	2022 - Present	Melissa Wendel mwendel@fgcu.edu | 239.590.1134
City of Sarasota *1565 1st Street, Sarasota, FL 34236*	Disaster Recovery Services	Single Award	Hurricane Ian	2022 - 2023	Todd Kucharski 941.263.6127 | todd.kucharski@sarasotafl.gov
Florida International University *11200 SW 8th Street, Miami, Florida 33199*	Disaster Recovery Services	Single Award	Standby	2024 - Present	Agatha Bober abober@fiu.edu | 305.348.6000
Pinellas County *315 Court St., Clearwater, FL 33756*	Comprehensive EM Services	MSA / Multi-Award	Standby	2024 - Present	Cathe Perkins 727.464.4333 | cperkins@pinellas.gov
Hernando County *202n S Main St, Brooksville, Fl 34601*	Comprehensive EM Services	MSA / Multi-Award	Standby	2025 - Present	Joe Goulart jgoulart@co.hernando.fl.us | 352.754.4020
Sample of Non-Florida Clients					
FEMA Regions V, VI, and VIII	Disaster Recovery Services	MSA / Single Awad	Multiple contract renewals, 100+ task orders performed	2004 - Present	Cameron Horne cameron.horne@fema.dhs.gov | 252.531.4932

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public

Client	Type of Service	Type of Contract	Description	Period of Performance	Contact
US Virgin Islands	Disaster Recovery Services	Single Award	Hurricanes Irma & Maria, multiple contract renewals	2020 - Present	Adrienne Williams awilliams@usvipfa.com | 340.202.1221
State of Virginia	Comprehensive EM Services	MSA / Multi-Award	Multiple task orders performed	2022 - Present	Shayla Cannady shayla.cannady@vdem.virginia.gov | 804.297.4823
State of Massachusetts	Disaster Recovery Services	MSA / Single Awad	Multiple contract renewals	2022 - Present	Ann-Maria Bennett annamaria.bennett@mass.gov | 617.720.3119
State of Nebraska	Disaster Recovery Services	MSA / Single Awad	Multiple task orders performed	2019 - Present	Zach Perry zach.perry@nebraska.gov | 402.471.2401
State of Oregon	Comprehensive EM Services	MSA / Single Awad	Standby	2024 - Present	Coral Ford coral.d.ford@odhsoha.oregon.gov | 503.508.6471
Rhode Island	Comprehensive EM Services	MSA / Single Awad	Multiple contract renewals	2021 - Present	DJ Paquin donald.paquin@purhcasing.ri.gov | 401.574.8112
New York City	Comprehensive EM Services	MSA / Multi-Award	Multiple contract renewals	2021 - Present	Oliver Yorke oyorke@oem.nyc.gov
Port Lake Charles	Disaster Recovery Services	Single Award	Hurricanes Laura & Ida, multiple contract renewals	2020 - Present	Shauna Davis sdavis@portlc.com | 337.493.3538
City of Central	Disaster Recovery Services	Single Award	Hurricanes Laura & Ida, 2016 Floods	2024 - Present	Michele LoBianco michele.lobianco@central-la.gov | 225.372.1249
Housing Authority of New Orleans	Disaster Recovery Services	Single Award	Hurricanes Laura, Ida, & Katrina	2023 - Present	Christopher Daulton cdalton@hano.org | 504.670.3320
Houston Housing Authority	Disaster Recovery Services	Single Award	Hurricane Harvey & Beryl	2023 - Present	William Bryant wbryant@housingforhouston.com | 713.260.0767
San Jacinto College	Disaster Recovery Services	Single Award	Hurricane Beryl	2024 - Present	Ali Shah 281.998.6311 | ali.shah@sjcd.edu
City of Santa Cruz	Disaster Recovery Services	Single Award	Multiple floods and COVID	2024 - Present	Denise Reid dreid@santacruzca.gov | 831.420.5068

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Client	Type of Service	Type of Contract	Description	Period of Performance	Contact
Cook County	Disaster Recovery Services	Single Award	COVID	2020 - 2024	Ed Rendon edmund@rendon@cookcountyil.gov | 312.603.6824
City of Chicago	Disaster Recovery Services	Single Award	COVID	2020 - 2023	Christopher Shields christopher.shields@cityofchicago.org | 312.747.9783
North Providence, RI	Disaster Recovery Services	Single Award	COVID	2021 - 2024	Albert Costa acosta@northprovidenceri.gov | 401.232.0900
Westerly, RI	Disaster Recovery Services	Single Award	COVID, multiple contract renewals	2019 - Present	Eileen Cardillo ecardillo@westerlyri.gov

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public

Tab IV – Acceptance of Conditions

ISC has no exceptions to the general terms and conditions of the RFP, to the insurance requirements or any other requirements listed in the RFP.

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Tab V – Documents

N/A.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tab VI – Required Form Submittals

Please see our completed required forms on the following pages, to include:

1. Proposers Checklist
2. Proposers Qualification Form
3. Public Entity Crimes Statement
4. Non-Collusion Affidavit of Prime Bidder
5. Drug Free Workplace Certification
6. Compliance with Public Records Law
7. Affidavit of E-Verify Requirements Compliance
8. Conflict of Interest Affidavit
9. Standard Contract
10. Acknowledgements
11. References Form
12. Vendor Information
13. Declaration Statement
14. Insurance Requirements
15. W9

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

☑ The standard contract / agreement has been signed and included.

☑ All applicable forms have been signed and included

☑ All information as requested in the Proposer's Qualification Form is included.

☑ Any addenda have been signed and included.

☑ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

The mailing envelope must be sealed and marked with "RFP 25-PW-07", Proposal Title "DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES" " and November 26, 2024 @ 10:00 am".

☑ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Integrated Solutions Consulting, Corp.	220 S. Buchanan Street
Company	Address
	Edwardsville, IL 62025
Authorized Signature	City, State, Zip Code
Daniel Martin, PhD, CEM, Principal	847-737-5395
Printed Name & Title	Telephone No.
Dan.Martin@i-s-consulting.com	+1 847-916-7177
Email	Fax No.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
97%	Port of Lake Charles	$ 2,300,000
89%	Santa Cruz	$ 160,000
51%	Bradenton Beach	$ 800,000

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

None at this time

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 0 **Total Fees for work done on all City projects**

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

REFERENCES:
Bank(s) Maintaining Account(s): PNC Bank

Surety/Underwriter: (if required) USI

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 19. If firm is a corporation, please list state in which it is incorporated: Illinois. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Integrated Solutions Consulting, Corp.	220 S. Buchanan Street
Company	Address
Daniel Martin	Edwardsville, IL 62025
Authorized Signature	City, State, Zip Code
Daniel Martin, PhD, CEM, Principal	847-737-5395
Printed Name & Title	Telephone No.
Dan.Martin@i-s-consulting.com	+1 847-916-7177
Email	Fax No.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

2. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Daniel Martin, PhD, CEM, Principal
(Print Individual's Name and Title)

for Integrated Solutions Consulting, Corp.
(Print Name of Entity Submitting Sworn Statement)

whose business is an S-Corporation

and (if applicable) its Federal Employer Identification Number (FEIN) i 205265704

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 25 day of November, 2024.

Personally known X

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of New Jersey

My commission expires: May 08, 2029

00 47 00-02

SOPHIA DELMAR
Commission # 50221704
Notary Public, State of New Jersey
My Commission Expires
May 08, 2029

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of New Jersey

County of Monmouth

_, being first duly sworn, deposes and says that:

He/she is Principal of Integrated Solutions Consulting, Corp., Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Integrated Solutions Consulting, Corp.	220 S. Buchanan Street
Company	Address
Daniel Martin	Edwardsville, IL 62025
Authorized Signature	City, State, Zip Code
Daniel Martin, PhD, CEM, Principal	847-737-5395
Printed Name & Title	Telephone No.
Dan.Martin@i-s-consulting.com	+1 847-916-7177
Email	Fax No.

Subscribed and sworn to before me this 25 day of November, 2024.

Sophia Delmar

Proposal Writer/Notary Public

Title

SOPHIA DELMAR
Commission # 50221704
Notary Public, State of New Jersey
My Commission Expires
May 08, 2029

My Commission Expires: May 08, 2029

00 48 00

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?

☑ **YES**
☐ **NO**

Integrated Solutions Consulting, Corp.	220 S. Buchanan Street
Company	Address
Authorized Signature	Edwardsville, IL 62025
	City, State, Zip Code
Daniel Martin, PhD, CEM, Principal	847-737-5395
Printed Name & Title	Telephone No.
Dan.Martin@i-s-consulting.com	+1 847-916-7177
Email	Fax No.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave Holly Hill, FL 32117

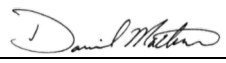
A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Integrated Solutions Consulting, Corp.

Authorized representative (printed): Daniel Martin, PhD, CEM, Principal

Authorized representative (signature): 

Project Number: **RFP# 25-PW-07**

Date: 11/25/2024

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Affidavit of E-Verify Requirements Compliance

The Consultant/Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Integrated Solutions Consulting, Corp.

Consultant/Contractor Name and Address

220 S. Buchanan Street, Edwardsville, IL 62025

Signature

Daniel Martin, PhD, CEM, Principal

Name and Title

00 48 80

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Integrated Solutions Consulting, Corp.	220 S. Buchanan Street
Company	Address
[signature]	Edwardsville, IL 62025
Authorized Signature	City, State, Zip Code
Daniel Martin, PhD, CEM, Principal	847-737-5395
Printed Name & Title	Telephone No.
Dan.Martin@i-s-consulting.com	+1 847-916-7177
Email	Fax No.

State of New Jersey)
City of Monmouth)

SUBSCRIBED AND SWORN to before me this 25 day of November, 2024, by Daniel Martin, who is personally known to me to be the Principal for the Firm, OR who produced the following identification: _____.

Sophia Delmar

Notary Public

SOPHIA DELMAR
Commission # 50221704
Notary Public, State of New Jersey
My Commission Expires
May 08, 2029

My Commission Expires: May 08, 2029

00 49 00

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROFESSIONAL SERVICES AGREEMENT
DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES
Request for Proposals (RFP) #25-PW-07

THIS AGREEMENT is made and entered into this _____ day of_____, 2024, by and between Integrated Solutions Consulting, Corp. , duly authorized to conduct business in the State of Florida and whose address is 220 S. Buchanan Street, Edwardsville, IL 62025, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (**RFP #25-PW-07**), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (5) years from the date of award with two (2) subsequent one-year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Daniel Martin, PhD, CEM, Principal (Name, Title)
Integrated Solutions Consulting, Corp. (Company)
220 S. Buchanan Street (Address)
Edwardsville, IL 62025 (City, State, Zip)
847-737-5395 (Phone)

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

CITY OF HOLLY HILL

_____

Joseph Forte, City Manager

Dated: _____

WITNESSES:

_____

_____

FIRMS Integrated Solutions Consulting, Corp.

By: _____

Daniel Martin, PhD, CEM, Principal, _____

Dated: 11/25/2024

Attachments: **A. RFP # 25-PW-07**
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2024 under Agenda Item No. _____.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

ACKNOWLEDGEMENTS

RFP # 25-PW-07

Disaster Cost Recovery and Related Grant and Project Management Services

To: **City of Holly Hill**
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Integrated Solutions Consulting, Corp.

From: : Insert Information "Contractor"

The Contractor agrees to provide DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Invitation to Bids submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES within 1 day **calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

Dated this 25 **day of** November **(Month)**, 2024 **(Year)**

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (_____) _____ **Fax: (_____)** _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / Daniel Martin, PhD, CEM, Principal
(Signature) **(Print name)**

Address:
220 S. Buchanan Street, Edwardsville, IL 62025

_____

_____

Telephone: (847-737-5395 **)** _____ **Fax: (_____)** +1 847-916-7177

Taxpayer Identification Number (TIN/EIN): 205265704

State Under Which Corporation Was Chartered:
Illinois

Corporate President: Daniel Martin
(Print Name)

Corporate Secretary: Lauren Martin
(Print Name)

Corporate Treasurer: Susan Martin
(Print Name)

CORPORATE SEAL

INTEGRATED SOLUTIONS CONSULTING S-CORPORATION SEAL 2024 EDWARDSVILLE ILLINOIS

Attest By: Lauren Martin
Secretary

Signature: _____ **Date:** 11/25/2024

00 51 00-02

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Miami-Dade County, Office of Emergency Management (OEM)
Address: 9300 NW 41st St, Miami, FL 33178
Point of Contact: Charles Cyrille
Phone #: 786.331.5130 Email address: cyrille@miamidade.gov
Service(s) Provided: Comprehensive EM Services 50+ task orders performed, multiple contract renewals.
Dates of Service: 2010 - Present

2. Name of Company: Port of Lake Charles
Address: 1611 W Sallier St, Lake Charles, LA 70601
Point of Contact: Shauna Davis
Phone #: 337.493.3538 Email address: sdavis@portlc.com
Service(s) Provided: Disaster Recovery Services for Hurricanes Laura & Ida, multiple contract renewals.
Dates of Service: 2020 - Present

3. Name of Company: Bay District Schools
Address: 1311 Balboa Avenue, Panama City, FL 32401
Point of Contact: Lee Walters
Phone #: 850.767.4205 Email address: waltell@bay.k12.fl.us
Service(s) Provided: Disaster Recovery Services for Hurricane Michael
Dates of Service: 2021 - 2022

4. Name of Company: Federal Emergency Management Agency (FEMA) Regions V, VI, and VIII
Address FEMA Regions V, VI, and VIII
Point of Contact: Cameron Horne
Phone # 252.531.4932 Email address: cameron.horne@fema.dhs.gov
Service(s) Provided: Disaster Recovery Services for Multiple contract renewals, 100+ task orders performed.
Dates of Service: 2004 - Present

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Useppa Island

Address: 200 Useppa Is, Bokeelia, FL 33922

Point of Contact: William Schobel

Phone #: 239.283.7578 Email address: wschobel@useppafire.org

Service(s) Provided: Disaster Recovery Services for Hurricane Ian.

Dates of Service: 2022 - 2023

2. Name of Company:

Address:

Point of Contact:

Phone #: Email address:

Service(s) Provided:

Dates of Service:

3. Name of Company:

Address:

Point of Contact:

Phone #: Email address:

Service(s) Provided:

Dates of Service:

4. Name of Company:

Address

Point of Contact:

Phone # Email address:

Service(s) Provided:

Dates of Service:

00 52 00

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification Number: 205265704

Firm Name: Integrated Solutions Consulting, Corp.

Mailing Address: 220 S. Buchanan Street, Edwardsville, IL 62025

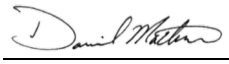
Telephone No.: 847-737-5395 Fax No.: +1 847-916-7177

Email Address: Dan.Martin@i-s-consulting.com Web Address: https://www.i-s-consulting.com/

If remittance address is different from the mailing address so indicate below.

Firm Name: Integrated Solutions Consulting, Corp.

Remittance Address: P.O. Box 304 Prospect Heights, IL 60070

Submitted by: 

Name & Title Printed: Daniel Martin, PhD, CEM, Principal

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP 25-PW-07 - "DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP 25-PW-07**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 25 day of November, 2024 in the City of Edwardsville, in the State of IL.

Integrated Solutions Consulting, Corp.	220 S. Buchanan Street
Company	Address
[signature]	Edwardsville, IL 62025
Authorized Signature	City, State, Zip Code
Daniel Martin, PhD, CEM, Principal	847-737-5395
Printed Name & Title	Telephone No.
Dan.Martin@i-s-consulting.com	+1 847-916-7177
Email	Fax No.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage **$1,000,000** single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

☒ 4. Automobile Liability	**$ 500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	**$** 1,000,000 Per Occurrence

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice required.**

☒ 11. The Certificate must state the **RFP** Number **25-PW-07** and **DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES**

= = = =

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
2021 Spring Drive, Suite 100
Oak Brook, IL 60523
312 442-7200

CONTACT NAME: Sylvia Mata
PHONE (A/C, No, Ext): 312-442-7209 **FAX (A/C, No):**
E-MAIL ADDRESS: sylvia.mata@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Pacific Insurance Company, Limited	10046
INSURER C : Lloyd's of London	SURPLU
INSURER D : Hartford Fire Insurance Company	19682
INSURER E : Indian Harbor Insurance Company	36940
INSURER F :	

INSURED
Integrated Solutions Consulting Corp
P.O. Box 304
Prospect Heights, IL 60070

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X	X	83SBAAA5980	01/15/2024	01/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	83SBAAA5980	01/15/2024	01/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$2,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000	X	X	83SBAAA5980	01/15/2024	01/15/2025	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	83WECID6730	01/15/2024	01/15/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Cyber Liabil			H23PVS5158302	04/09/2024	04/09/2025	$1,000,000	
D	Crime			33BDII8515	06/09/2024	06/09/2025	$1,000,000	
E	Errors & Omi			MPP903309708	01/15/2024	01/15/2025	$2,000,000	

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

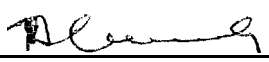
CERTIFICATE HOLDER

Certificate of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Integrated Solutions Consulting, Corporation

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

P.O. Box 304

6 City, state, and ZIP code

Prospect Heights, IL 60070

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	5	2	6	5	7	0	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Daniel Martinez **Date** 07/30/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Tab VII – Price Proposal Form

It is important for the City of Holly Hill to select a contract that prioritizes the needs of the City over corporate motivations. Unlike many of our competitors that maximize their profits to ensure strong shareholder dividends and investor payouts, ISC is 100% privately owned and dedicated to helping communities build a more resilient future after disaster. Instead of focusing on immediate gains, we choose to establish a strong and enduring reputation of serving as a trusted partner for a community as they navigate the disaster recovery process. We feel that our cost proposal is representative of this trusted partnership.

The City of Holly Hill will receive an additional 5% of all eligible disaster assistance funding for FEMA Disaster Administrative Costs (DAC) which includes costs associated with FEMA disaster grant management services. Our knowledge and expertise of the FEMA PA program allows us to maximize the eligible grant funds for the City of Holly Hill while taking prudent measures to ensure efficiency and cost control, reducing ISC's percent expenditure against the DAC.

For example, by taking advantage of the various FEMA PA Program policies (e.g., hazard mitigation, Section 402, the 50% rule, $1 million-dollar small project threshold, etc.), ISC has historically been able to increase the eligible grant funds for other clients by an average of 188%. The amount of eligible FEMA PA Grant Funds is dependent upon the extent and severity of damage and the ability to leverage these programs as part of the City's comprehensive disaster recovery strategy. However, our ability to maximize the eligible FEMA PA grant funds does not mean more billable hours and a larger cost against the DAC. Instead, ISC's knowledge and expertise allows us to work more efficiently and reduce our percentage expenditure against the DAC, providing our clients with leftover DAC funding for their use.

Description	Other Firms	ISC
Eligible FEMA PA Grant Funds	$50,000,000	**$94,000,000**
Eligible FEMA DAC (5%)	$2,500,000	$4,700,000
% Cost Against the DAC for Consulting Services	**5%**	**3.7%**
Historical Cost of Service Against the DAC	$2,500,000	$3,478,000
Remaining DAC for the City of Holly Hill	**$0**	**$1,222,000**

So, in summary, ISC will secure more eligible disaster assistance funding for the City of Holly Hill, while keeping vital disaster recovery funds in the community.

The Fee Schedule that follows is inclusive of all employee salaries, indirect costs, and other direct costs (ODCs), required to perform all tasks requested. Additionally, please note that this price proposal includes all project and program management, as well as other management costs. All non-labor costs such as lodging and per diem are billed at GSA rate, travel expenses (airfare, rental car) at actual cost with no markup.

ISC will take all prudent measures to ensure costs for disaster recovery services do not exceed the 5% FEMA Disaster Administrative Costs allocated to the City of Holly Hill. When applicable, ISC can provide fixed-cost estimates for any assigned work that has a clearly defined scope, budget, and period of performance.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

PROPOSAL PRICING FORM

RFP 25-PW-07

DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

Please provide fee schedule including the hourly rates for positions required to complete the work as described in this solicitation. Please note that the positions listed are based on prior awards, and are not assumed to be all-inclusive. Addition positions can be written into the spaces provided in the table below

POSITION	HOURLY RATE
PIC/Executive Assistant	$186.64
Project Manager/Principal Consultant	$168.99
Senior Grant Management Consultant	$156.34
Grant Manager Consultant	$136.94
Consultant	$119.52
Senior Analyst	$143.28
Analyst	$110.68
Analytical Aid	$71.98
Administrative Assistant	$65.44

The above referenced hourly rates are inclusive of overhead, profit, direct and general & administrative expenses. If travel is required, consultant must seek written approval from the City of Holly Hill before reimbursement can be made.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.



Authorized Signature

Daniel Martin, PhD, CEM, Principal
Printed Name & Title

Integrated Solutions Consulting, Corp.
Company

11/25/2024
Date

220 S. Buchanan Street
Address

Edwardsville, IL 62025
City, State, Zip Code

847-737-5395
Telephone No.

Dan.Martin@i-s-consulting.com
Email Address

00 30 00

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Appendix A. Resumes

Please see the following pages for our key personnel resumes.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Daniel Martin, PhD, CEM, Principal

Expertise & Certifications

- Comprehensive Emergency Management Planning
- Disaster Ops & Assistance Programs
- Community Disaster Recovery
- Hazard Vulnerability, Risk & Resiliency
- Critical Infrastructure Engineer
- Emergency Management Research Methods
- Certified Emergency Manager
- Certified Homeland Security Professional
- Certified Emergency Manager
- Institution Review Board Certified
- American Society of Civil Engineers; Rebuilding the New Orleans Region: Infrastructure Systems and Technology Innovation Forum; Guest Lecturer

Years of Experience

- 30+ years of experience

Education

- MA & PhD, Emergency Management
- BS, Environmental Engineering
- Graduate Studies, Public Health & Sociology
- Critical Infrastructure Engineering (Minor)
- Completed and developed course curriculum for EMI as well as graduate and doctorate level courses on various topics

Recognition

- President Barack Obama Letter of Recognition
- President George Bush Letter of Appreciation
- 2003 President's Award

Profile

Daniel Martin is the world's first to hold a PhD in Emergency Management and recognize internationally for bridging the disciplines of emergency management and environmenta sciences (climate change). He is a seasoned emergency manager whose experience cover all fundamental areas of the discipline to include response, recovery, mitigation, an preparedness to include planning, training, and exercises.

Dr. Martin is a seasoned program manager and consultant, managing over 300 consultin engagements and managing several large Federal Emergency Management Agency

(FEMA) and other U.S. federal emergency management contracts totaling over $2.5 billion His project experience ranges from development of hazard mitigation plans for some of ou Nation's largest communities to conducting tabletop and functional exercise on a wid variety of hazard topics and special events such as the Super Bowl. He has develope community disaster recovery plans, community preparedness surveys, hurrican preparedness commercial video to the creation of a community vulnerability and hazard ris analysis tool with over 4,500 scientifically based measurements. His experience i emergency management is extensive and maintains a high standard of performance for ever client he serves.

In addition to his planning and preparedness experience, over the course of his career, Dr Martin has responded to over 50 U.S. Nationally declared disasters and has bee instrumental in many of FEMA's programmatic initiatives to improve the United State emergency management system since 9/11. His disaster experience includes all the majo United States disasters to include 9/11, Hurricanes Katrina (New Orleans), Sandy (Nev York City), Harvey (Houston), and Maria (Puerto Rico) where he served in variou leadership roles during disaster recovery operations. He has prepared, provided oversight and/or managed the development, reconciliation, final closeout, and appeals of over $ billion in disaster recovery and mitigation grants under the FEMA Public Assistance, FEMA Hazard Mitigation Grant, and HUD CDBG-DR programs. In 2018, Dr. Martin served as th lead Subject Matter Expert to investigate the Puerto Rico Recovery Operation followin Hurricane Maria, help resolve operational and programmatic issues. Dr. Martin's effort resulted in putting Puerto Rico on the correct path for disaster recovery.

Dr. Martin's contributions to the emergency management industry has been recognized b two former Presidents of the United States and has received commendation from FEMA Headquarters, senior client officials, and emergency management scholars for his extensiv knowledge of the field of emergency management as well as the federal programs regulations, policies, and disaster operational practices.

Relevant Project Experience

- DHS – FEMA; National Response & Recovery Directorate Planning & Coordination Program; Program Director; ISC; 2010 – Present.
- DHS – FEMA; National Catastrophic Planning Technical Assistance Program; Managing Principal; ISC; 2015 – Present.
- DHS – FEMA; Nationwide Infrastructure Response & Recovery – Public Assistance TAC Support; Managing Principal; ISC; 1998 –Present.
- Department of Interior: Bureau of Indian Affairs Emergency Management Services; Managing Principal; ISC; 2014 – Present.
- Miami-Dade Emergency Management & Homeland Security Consulting Services; Managing Principal; ISC; 2009 – Present.
- San Diego As-Needed Emergency Planning Services; Managing Principal; ISC; 2015 – Present.
- Houston-Galveston Area Council All Hazards Preparedness, Planning Consulting, and Recovery Services; Managing Principal; ISC; 2012 –Present.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Lauren Martin, Principal-in-Charge

Expertise & Certifications

- Disaster Operations
- FEMA Public Assistance, Policy & Guidelines
- Community Disaster Recovery
- Community Vulnerability
- Hazard Mitigation
- Emergency Response Program Management
- QA/QC
- Project Management
- Long-Term Recovery
- Project and Financial Audits
- Project Closeout
- Computer-Based Training
- Comprehensive Training
- Technical Writing
- ARPA
- CARES Act

Years of Experience

- 18+ years professional experience
- 14+ years industry experience

Education

- M.P.A., Public Administration
- B.S., Biology, Chemistry, Physics

Security

- Public Trust 2028

Profile

Lauren Martin serves as the Director of Controls for ISC. In her tenure witl ISC, Lauren has responded to over 20 U.S. Nationally declared disasters an has helped to manage over $20 billion in recovery dollars. Her disaste experience includes but is not limited to the 2008 Midwest Floods Hurricanes Sandy, Harvey, Irma, Maria, and Laura, the 2011, 2013, 201 Midwest Tornadoes and COVID-19 pandemic. Lauren served in variou roles during the response and recovery operations and was integral in th development of key performance metrics as well as project managemen tools used to help gauge the progress of recovery operations.

She possesses intimate programmatic knowledge in the administration o FEMA's Public Assistance and Hazard Mitigation programs, which ha enabled her in past disaster operations to successfully represent FEM/ leadership and negotiate with key officials on controversial issues Throughout her educational and professional career, Lauren has develope an exceptional leadership style that promotes and cultivates an environmen of teamwork, respect, and continued learning. She provides clear directio and guidance to effectively structure and organize work activities t maximize productivity, fulfill incident objectives and meet the productio expectations of the staff.

Ms. Martin is a seasoned professional in investigating and analyzin conditions, identifying areas of issue, and implementing corrective action a necessary. Her desire to streamline processes and improve efficiencies ha led to the development of a variety of databases and tools, most notably ISC' Odysseus Grant Management and Site Inspection Tools. She has als spearheaded the development of Computer Based Training to assist client in reducing time and money affiliated with in-person training whil increasing learner retention through engaging and interactive trainin modules.

Relevant Project Experience

- DHS – FEMA; FEMA PA TAC; Project Manager; ISC, 2010 – Present
- DHS – FEMA; National Catastrophic Planning Technical Assistance Program; Project Manager; ISC, 2015 – Present
- DHS – FEMA; Nationwide Infrastructure Response & Recovery – PA TAC Support; DR-4402-WI; Project Manager; ISC, 2021
- DHS –FEMA; Nationwide Infrastructure Response & Recovery – PA TAC Support; DR-4424-OH; Project Manager; ISC, 2019 - 2021
- DHS – FEMA; Nationwide Infrastructure Response & Recovery – PA TAC Support; DR-4459-WI; Project Manager; ISC, 2020 - 2021
- DHS – FEMA; Nationwide Infrastructure Response & Recovery – PA TAC Support; Louisiana Disasters; Project Manager; ISC, 2020 – 2021
- DHS – FEMA; Nationwide Infrastructure Response & Recovery – PA TAC Support; Region II, Hurricane Maria; Project Manager; ISC, 2017 – 2020

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Lauren Martin, Principal-in-Charge

- DHS – FEMA; Nationwide Infrastructure Response & Recovery – PA TAC Support; Region II, Hurricane Sandy; Senior Program Analyst; ISC, 2015 – 2018
- DHS – FEMA; Nationwide Infrastructure Response & Recovery – PA TAC Support; Region VII; Program Analyst ISC, Dec 2013 – Aug 2014
- DHS – FEMA; Nationwide Infrastructure Response & Recovery – PA TAC Support; Oklahoma City Tornadoes; Technical Specialist; ISC, June 2013 – December 2013
- DHS – FEMA; FEMA HQ; Nationwide Infrastructure Response & Recovery – PA TAC Support; FEMA PA Applicant Pocket Guide & Sandy Recovery Improvement Act CBT; Development, Technical Specialist; ISC, November 2012 – June 2013
- DHS – FEMA; FEMA: DR-1763-IA Midwest Floods; Nationwide Infrastructure Response & Recovery – PA TAC Support; Various Positions; ISC, October 2008 – August 2012

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Glen LaFond, Senior Project Manager

Expertise & Certifications

- FEMA Public Assistance
- FEMA Individual Assistance
- FEMA PA Policy, Guidelines and Regulations
- Project Management
- Construction Management
- 404 / 406 Hazard Mitigation
- Cost Estimating (CEF) and RS Means
- Section 428 PAAP
- Insurance
- Alternate & Improved Projects
- Program Delivery Manager (PDMG)
- Site Inspection
- Public Assistance Coordinator (PAC)
- Writing Project Worksheets

Years of Experience

- 25+ years of experience

Education

- BA, Business Administration
- Advanced Professional Series in Emergency Management from FEMA
- State of Florida's GOLD State Management Team (SMT)
- National Fire Academy's All Hazards Incident Management Team (AHIMT)
- Grants Manager / Grants Portal

Profile

Glen LaFond has more than 25 years combined of Emergency, Construction Project, and Financial Management experience in both the public and private sector. For the past 15 years, Glen has worked on 16 disasters, including flood, wind, and earthquake hazards. Due to his commitment to the emergency management discipline, Glen achieved FEMA's highly coveted Advanced Professional Series Certificate in Emergency Management and completed the National Fire Academy's Type 3 All Hazard IMT Technical Assistance Program. Mr. LaFond has the knowledge, skills, and abilities to manage a disaster at any level, including Federal, State, County, local jurisdiction, and private sectors. His experience in responding to and working multiple disasters, coupled with his background in the construction industry, give him a unique insight into the Emergency Management field that has proven invaluable to his applicants and clients. Glen is a FEMA policy and procedural expert with strong technical writing skills that he uses to write project worksheets as well as appeals to ensure maximum grant awards for his applicants.

Most recently, Glen has been serving as the Program Director for 3 clients in Southwest Louisiana. He is currently overseeing more than $160 million in FEMA grants to help his applicants recover from the devastating effects of Hurricane Laura and its 150 mph winds. As a Section 428 PAAP Alternative project policy specialist, Glen has directed over $80 million into this complicated FEMA grants program. This has allowed his clients to maximize their grant funding while also allowing them the greatest flexibility with their funding as they repair and rebuild their facilities. The experience and professional knowledge of Glen and his team has allowed his clients to far outpace the other applicants in this disaster in terms of the amount of obligated and hazard mitigation funds received.

Before his currently deployment, Glen served as a FEMA Emergency Management consultant in New York State on Hurricane Sandy DR-4085 where he wrote more than $700 million in Public Assistance Project Worksheets across all categories of work for restoration and mitigation efforts, including grants written under the newly created Public Assistance Alternative Procedures Program (PAAP). He has used his construction management and estimating background to assist applicants in developing scopes of work and wrote his own restoration CEF estimates and mitigation Cost Benefit Analyses for critical infrastructure that included wastewater treatment plants, State, and prominent local government entities as well as school districts and housing authorities. Mr. LaFond also has been deployed as an Insurance Specialist where he prevented over $120 million in duplication of disaster benefits and resolved outstanding insurance issues in appeal or OIG audit during the FEMA grant closeout process.

Relevant Project Experience

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Glen LaFond, Senior Project Manager

- **Emergency Management Consultant, Integrated Solutions Consulting, April 2013 – Present**
- Project Manager for ISC on Hurricane Laura, and damages to the Harbors and Airports.
- Primary PM and POC between clients and project reps.
- Technical Assistance Consultant (TAC) to FEMA for Hurricane Maria DR-4339; served as PDMG and Grants Manager reporting specialist.
- Technical Assistance Consultant to FEMA for Hurricane Sandy DR-4085; served as Project Specialist.
- Wrote over $500 million in Public Assistance Project Worksheets (PW's) across all categories of work including writing Section 428 PAAP Projects
- Wrote projects for Airports, tunnels, bridges, school districts, housing authorities and wastewater treatment plants.
- Emergency Management Consultant to Florida League of Cities (FLC) / Florida Municipal Insurance Trust (FMIT)
- Worked with League members, FEMA and the State of Florida to reconcile claims and reduce municipal de-obligation exposure by over $120 Million.
- As a Project Manager for FMIT, worked expeditiously to repair flooded NASA building with over $5M in damages while staying within budget & timeline.
- Puerto Rico: DR-4339 Hurricane Maria, Public Assistance Emergency Grant Program, Disaster Recovery Specialis October 2017 – May 2018

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Eric Zabukovec, Assistant Project Manager

Expertise & Certifications

- National Incident Management System (NIMS) Certified
- Versed with incident Command System (ICS) All Hazards
- Emergency Operations
- ESF Support Functions
- Exceptional Communication skills
- MS Office Products Intermediate
- Government Accounting (GAAP)
- >25 Disasters, Federal, State & Local government experience
- Federal Procurement 2 CFR 200
- Internet Research

Years of Experience

- 15-Years in Disaster Recovery
- 22-Years, Professionally

Education

- BS, Finance/Accounting
- NIMs & ICS Certified
- FEMA Smart Badge

Profile

Mr. Eric Zabukovec is a highly experienced emergency management specialist witl a distinguished career spanning over 15 years in the field. Throughout hi professional journey, Mr. Zabukovec has been a key contributor to the Florid Division of Emergency Management (FDEM), engaging in critical roles durin significant events in the state since 2004, including the historic Hurricane Michael the fourth-largest storm to make landfall in the United States.

His expertise extends to diverse emergency situations, such as serving as a SER Team member during Tropical Storm Fay, Operation Haiti Repatriation, and th Deepwater Horizon incident. Notably, Mr. Zabukovec played a crucial role in th aftermath of Hurricane Sandy in New York City, where he was responsible fo processing first and second appeals for the FEMA Region II Administrator relate to the Hurricane Irene disaster.

In his recent position as Deputy Project Manager with Hagerty Consulting, Inc., Mr Zabukovec demonstrated exceptional leadership and dedication in the response an recovery efforts for EM3560-FL, specifically the Surfside (Champlain Tower building collapse in Miami Beach, FL. His contributions were instrumental i managing Statewide Mutual Aid Agreements (SMAA) and supporting nin assisting entities, earning recognition from the City of Miami, which presented hin with a challenge coin for his outstanding efforts in assisting their Police Department

As a Project Manager for Hurricane Michael, one of Florida's largest hurricanes Mr. Zabukovec led the facilitation of securing approximately $140 million i Category A Debris funding within a year of the hurricane's landfall. Managing team of up to 50 individuals, he successfully oversaw more than $400 million i Public Assistance obligations and assisted in securing over $300 million in Hazar Mitigation Grant Program (HMGP) funding, showcasing his effective leadershi and financial management skills.

Prior to his extensive career in Emergency Management, Mr. Zabukovec served a a Budget Analyst for the Villages Community Development Districts, gainin valuable insights into government procedures and honing his skills in budget an finance-related reconciliations. His early career also involved working as a Accounting and IT Manager for an insurance underwriting firm in Daytona Beach FL, from 2003 to 2008. During this tenure, he excelled in utilizing his stron numerical and spreadsheet skills, contributing significantly to various financia tasks, database creation/management, monthly cash closings, and IT deskto support.

Relevant Project Experience

Program Delivery Manager – Santa Fe, NM | DHSEM – New Mexico | Plexos Group/DR-4652(NM), 7/2022 to Present (Independent Contractor: ZüGGi Disaster Consulting)

- Public Assistance Lead and Subject Matter Expert providing policy and program information to DHSEM leadership and sub-recipients.
- State Recovery Officer, handling Public Assistance projects for State, Local and PNPs resulting from the Hermits Peak/Calf Canyon (HPCC) Wildfires & Flooding.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Eric Zabukovec, Assistant Project Manager

- Developed SOPs for the DHSEM Finance Section to manage reimbursements, including the facilitation of sub-grar agreements, process expediency, training to Recovery staff and research technologies for Grant Management.
- Provide professional consultation to Mora County, covering PA, 404 & 406 Mitigation, assisted with the development of the HPCC Grant parameters.
- Performed multiple Applicant Briefings to state & local governments, delivering policy and procedural guidance to various cabinet secretaries for state agencies.
- Damage Inventory management for multiple entities, adding more Recovery funding to hard hit areas resulting fror the wildfires and monsoonal flooding event.
- Overall programmatic support provided to all subrecipients & recipient increasing PA funding from $10M to over $140M, given applicable Consensus based Codes & Standards and Hazard Mitigation.

Project Specialist – Lafourche Parish, LA | Summit Group Consulting under HGA, LLC | Hurricane Ida (DR4611(LA), 2/2021 – 8/2021

- Review all insurance adjuster reports and create Damage Descriptions for all Category E, permanent projects.
- Create Site Inspection Reports with photo documentation to support DDD's.
- Create Damage Inventory for all Cat. E and Cat. G projects, obtaining proper damages, GPS coordinates, and dimensions.
- Provide programmatic and policy to HGA, LLC and Lafourche leadership.
- Work with architects and engineers on scopes of work.
- Meetings and collaboration as needed for recovery operations.

Project Lead – Leon County, FL | Hagerty Consulting/DR4486-FL, 2021 to 4/2023 (Independent Contractor: ZüGGi Disaster Consulting)

- Review and Formulation of eligible COVID-19 sub-grants
- Processing of determination memos and deliverance of successful appeals for Force Account Materials
- Provide professional consultation to the County and their Private Non-Profit agencies dealing with COVID pandem related reimbursements.
- Respond to Determination Memos, providing successful appeals to Region IV through FDEM.
- Assist with all programmatic items (ie, quarterly reporting, reimbursements, appeals, time extensions, closeouts)

Dpty. Project Manager – Miami-Dade County | Hagerty Consulting/EM3560-FL, Surfside Building Collapse 2021 to 2022

- Assist with formulation of (15) Category A & B projects given 90-day deadlines from FEMA
- Attend weekly FEMA meetings with Miami-Dade County's Office of Management & Budget
- Assist and coaching of (9) Mutual Aid entities assisting them with policy and documentation.
- Attend Site Inspections on behalf of Miami-Dade County at several Evidentiary Sites, recording damages and dimensions.
- Formulation of project narratives and processing of Essential Elements of Information (EEI)
- Assist with costing and estimating for damages at debris management sites.
- Coach team as needed on Policy and/or project formulation aspects.

Recovery Specialist – Miami-Dade County | Hagerty Consulting/DR4486-FL, 2021 to 2022

- Processing of Police & Fire Force Account Labor for COVID Testing and Vaccination sites amounting to ~$50M i eligible claims.
- Assist Team with FEMA determination memos and writing appeals for contracts and materials.
- QuickBase/GMS Software friendly.
- Client facing meetings with county and FEMA/State leadership

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Dina Burrell, Administrative Specialist

Expertise & Certifications

- PA Project Specialist
- PA Private Non-Profit
- TAC Coordinator
- Recovery Resource Coordinator
- Account Receivable/Payable
- FEMA PA Policy and Guidelines
- 44 CFR
- FEMA PDMG, 2019
- PA Site Inspector, 2019
- Project Worksheet Writing
- FEMA QA/QC,
- CDBG, 2020
- Grants Manager/Grants Portal, 2019
- FEMA Courses: IS-00100.a; IS-00102; IS-00800.b; IS-00100.Sca; IS-00100.Lea; IS-00631; IS-00700; IS-00805; IS-00814; IS-00901; NEMIS – IS Overview (N105)
- Microsoft Excel 2000 Level I
- How to Legally Collect Accounts Receivable

Years of Experience

- 18+ years PA Disaster Recovery experience
- 14+ years of accounting experience

Education

- Certification of Business Training
- Certification in Collection
- FEMA Emergency Management Institute Certifications

Profile

Dina Burrell is a Recovery Resource Coordinator with Integrated Solutions Consulting (ISC). She assists with managing, obtaining, and providing resources for ISC's federal and state/local recovery projects, and manages deployments and personnel. Ms. Burrell has deployed on-site to a variety of disasters where she has worked in several roles, including Project Specialist Community Development Block Grant (CDBG) Grant Specialist, Critical Facilities Specialist, and Private Non-Profit Specialist. Ms. Burrell has primarily deployed as a TAC Coordinator. She excels in her abilities to coordinate with team members, oversee personnel, HR issues and incidents and ensures that the client and her Prime company receive daily and weekly deliverables as well as progress reports and staff re-organization.

Ms. Burrell is proficient in accounts receivables, payables, collections generating general and technical reports, correspondence, and compliance documentation. She develops and utilizes tracking systems to manage team members, data, time, expenses, and deployment information more efficiently.

Relevant Project Experience

- State and Local Recovery, West Calcasieu Airport, West Calcasieu Port, and Lake Charles Harbor and Terminal District, NEMA, Recovery Resource Coordinator, Integrated Solutions Consulting; 2020 – Present
- Community Development Block Grant, DR-4332-TX, Hurricane Harvey, Grant Specialist/TAC Coordinator, AECOM/FEMA, 2020 – 2020
- DR-4266, 4269-TX Severe Storms, TAC Coordinator, FEMA, 2017 – 2018
- DR-4301, 4305, 4308-CA Severe Winter Storms, Flooding and Mudslides, TAC Coordinator, FEMA, 2017 – 2018
- DR-4085-NY Hurricane Sandy, TAC Coordinator, FEMA, 2012 – 2017
- DR-4012-MO, Flooding, TAC Coordinator, FEMA, 2011 – 2011
- DR-1930-IA Severe Storms, Flooding & Tornados, TAC Coordinator, FEMA, 2010 – 2011
- DR-1895-MA Severe Storms and Flooding, Project Specialist, FEMA, 2010 – 2010
- DR-1980, 1763-IA, Severe Storms, Tornadoes, and Flooding, TAC Coordinator, FEMA, 2008 – 2010
- DR-1606-TX Hurricane Rita, Project Specialist, FEMA, 2005 – 2006
- EM-3201-MA Snow, Project Accountant, FEMA, 2005 – 2005

Carl Bark, PA Specialist

Expertise & Certifications

- Debris Operations
- Debris Team Lead
- Project Specialist
- Site Inspections
- Grant Management
- Program Delivery Manager (PDMG)

Years of Experience

- 18+ years

Education

- 96 hours of College credits
- Continuing education at the following Schools: Florida Bible College, Tennessee Temple College and Colby Community College

Profile

Highly skilled debris specialist, specialized in debris operations and site inspections. Program Delivery Manager (PDMG) for the FEMA PA process Assigned as PDMG for DR 4424 OH in Marietta, Ohio while working as a contractor for ISC.

Relevant Project Experience

2018 – Present, Contractor
Integrated Solutions Consulting (ISC), 05/31/2019 to 09/09/2019

- Completed two weeks training for PDMG
- Assigned as PDMG for DR 4424 OH in Marietta, Ohio
- Performed Exploratory Calls with assigned Applicants
- Performed Kick-off meetings
- Interfaced with Applicants to collect documents for Sub-Grant Applications
- Uploaded project documents into Grants Manager
- Scheduled Site Inspections and reviewed SIR's
- Performed task to complete Applicant Projects
- Sent Projects to CRC when complete

08/19/2018 to 12/09/2018

- Completed two weeks training for PDMG
- Assigned as Task Force Lead / Hurricane Harvey DR-4332-TX / Corpus Christi, Texas
- Performed daily interface with local leadership team
- Performed daily team huddles
- Performed weekly sit-withs / PDMG's
- Reviewed Projects
- Provided guidance to team members as necessary
- Attended in field meetings with PDMG's
- Reviewed PAPA Guide for reference
- Interfaced with TAC leadership as necessary

2008 to 2016: FEMA RESERVIST (2016 – 2018 Semi Retired)

- Performed duties as a Project Specialist in numerous disasters in the following States: Arkansas, Oklahoma, Mississippi, Kansas, Illinois, New Jersey, Tennessee, New Mexico, Louisiana, Iowa, and Texas
- Completed numerous Sub-Grant Applications in Categories A through G
- Uploaded and wrote projects directly into Emmie
- Worked Debris assignments monitoring and documenting debris activities
- Completed 50 plus training modules with FEMA including IS 100, 200, 700. My certificates should be preserved in the FEMA Knowledge Center
- Performed duties as a PAC in the State of Iowa
- Worked in the Long-Term Recovery Center in Louisiana for six months

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Darryl Marshall, Grants Specialist

Expertise & Certifications

- Grants Manager/Grants Portal
- FEMA PA Program Delivery Manager
- FEMA PA Site Inspector
- FEMA PA/IA Policy and Guidelines
- FEMA IA Policy and Guidelines
- Community Disaster Block Program
- Financial Management
- Long-Term Recovery
- Hazard Mitigation
- Project Management
- Worltrac; Metastorm

Years of Experience

- 16+ years

Education

- BS, Electronics Engineering Technology

Profile

Mr. Darryl Marshall has been working disaster recovery and response since 2007. He began his disaster recovery career with GOHSEP, supporting the Hazard Mitigation Grant Program (HMGP), CDBG and The Road Home Program. Mr. Marshall has deployed to numerous disasters and honed his skills working with Catholic Charities and Long-Term Recovery programs. Most recently, Darryl served as a Program Delivery Manager (PDMG) working in Grant Manager and has performed closeouts on various applicants. Darryl is well versed in FEMA's laws, regulations, and policies in the PAPPG and 44CFR.

Mr. Marshall has exceptional computer skills and written and oral communication skills. He is accomplished in organizing financial data from internal and external resources and producing reports, as necessary. Darryl is proficient in Microsoft Office, and is predominate in the use of Excel developing and building spreadsheet reports, optimizing its' functions and capabilities.

Relevant Project Experience

AECOM Recovery, Program Delivery Manager, 2018 – 2020

- DR-4332-TX Hurricane Harvey. Apply PA knowledge and skills in recovery and mitigation issues at the Branch II Texas Recovery Office. Coordinate, guide and assist in activities to ensure continuity of essential functions.
- Manage recovery projects of State and Territorial governments, local, Tribal and Private nonprofit organizations. Conduct recovery scoping meetings to document damages and obtain necessary documentation. Coordinate with Hazard Mitigation, EHP, site inspectors and State Recovery Officers to ensure PA policy followed.
- Experienced in formulating projects, ensuring that all damages are identified. Maintain files and develop Program Delivery Plans to follow up accordingly. Draft Damage Inventory lists, capturing all disaster – related damages. Order Site Inspections of damaged sites not yet repaired and review DDDs. Process all into Grants Manager

Catholic Charities, Disaster Case Manager Supervisor, 2016 – 2018

- Louisiana Flood 2016. Supervise disaster Case Management operations for assigned area. Supervise team, coordinate with State DCM Program Manager, local Long-Term Recovery groups and local communities, and the development and implementation of standard documentation practices and procedures for the identification of resources for individuals and families. Obtain funds for disaster survivors. Ensure accurate documenting. Completes all required statistical, fiscal and narrative reporting activities to the State, FEMA, Agency and others as requested. Compile and analyze data, report recommendations.

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David Barksdale, Disaster Recovery Specialist

Expertise & Certifications

- Senior Claim Law Associate (SCLA) 2000
- Worker's Compensation Law Associate (WCLA) 1999
- OSHA 10-Hour Certified
- Member of the Dallas Claims Association

Years of Experience

- 28+ years

Education

- BBA, Management, Texas Tech University

Profile

Mr. Barksdale is an Insurance Specialist with experience working as a Program Delivery Manager for Public Assistance in Georgia and Texas. In this role, he serves as the primary point of contact for Applicants. He thrives at providing exceptional customer service and programmatic guidance throughout the grant process. As an Insurance Specialist he is exceptional at handling complex claims and has a rich history of working in various insurance roles.

Relevant Project Experience

Broadspire Services, Senior Claims Examiner, September 2019 – Present

- Investigate and settle advanced, large loss, complex claims promptly and equitably under minimal supervision. Works within established authority on moderate-to-difficult claims. Reviews coverages, determines liability and compensability, secures information, arranges property damage appraisals and settles claims utilizing claims best practices. Evaluates and sets reserves using independent judgment. Assists supervisor and defense attorneys in preparing cases for litigation. Conducts training and mentors new hires.

RealStreet Staffing/EUDS, Inc. (FEMA Contractor), Program Delivery Manager - Public Assistance (Georgia and Texas), November 2017 – September 2019

- Program Delivery Managers (PDMGs) serve as the primary point of contact for Applicants, providing customer service and programmatic guidance throughout the grant process. This role is integral to the program delivery model, strengthening the commitment to enhance customer service and consistent grant development. The PDMG facilitates and coordinates the accurate delivery of grant funding while coordinating the Applicant's recovery priorities, understanding their capabilities and capacity to develop projects and participate in site inspections. The PDMG provides customer service tailored to the Applicant through the entire delivery process, from the Exploratory Call (EC) to the Recovery Transition Meeting. PDMGs are critical to the customer-centric element of the PA delivery model and the early identification of eligibility or special considerations concerns that could delay grant development. As the Applicant's primary point of contact, PDMGs have a role in all phases of the delivery model.

The Republic Group/AmTrust Financial, Sr. Claim Representative, November 2015 - July 2017

- Casualty unit handling Commercial General Liability, Commercial Umbrella, Personal Lines Liability, Construction Liability, Construction Defect and Florida Hired and Non-Owned Auto Liability claims. Handle large claim count of medium to high severity claims.

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Brandon Dukes, Engineer

Expertise & Certifications

- Grants Portal
- Grants Management System of the Texas Department of Emergency Management
- MS Office Suite
- Power BI
- ArcGIS
- Python C
- Advanced Excel
- Bilingual: English (Native) / Spanish (Advanced)
- Engineer in Training (EIT)
- EOD Approval - FEMA
- Essentials of Advanced Computing Certificate (Texas Advanced Computing Center at UT Austin)
- Python for Data Visualization, Colors in Data Visualization summer courses at RICE University
- Certificate of Completion of advanced Spanish speaking course through Universitat Oberta de Catalunya in Barcelona, Spain

Years of Experience

- 3+ years of experience

Education

- BS, Civil Engineering, concentration in Structural Engineering, minor in Mathematics

Profile

Brandon Dukes is an ISC contractor with three years of experience. He graduated in 2019 with a degree in Civil Engineering. As a student, Mr Dukes participated in undergraduate research including a summer research experience where he developed skills as a programmer in the context of large data analysis and management. Leveraging this experience, he began working on a COVID-19 relief project in 2020 assisting the city of Corpus Christi with (DR 4485 – TX) where he processed and managed a large-scale reimbursement submission through and gave COVID-19 reimbursement guidance per the CARES Act. This position pivoted into hazard mitigation operations supporting the State of Montana with local risk assessment and historical storm analysis.

Most recently Mr. Dukes assisted the State of Nebraska (DR 4420 – NE) with project closeout operations. His work in Nebraska included managing project data within Grants Portal, leveraging Python and Power BI for data management, and PAPPG eligibility determination. Additionally, in an effort to expand the accuracy and efficiency of the closeout process, he led the technical development of an Excel template that would automate recurring analyses across all projects in order to facilitate data management and improve efficiency.

Relevant Project Experience

- Nebraska (DR 4420 – NE); Project Closeouts; Integrated Solutions Consulting; May 2021 – June 2022
- Hazard Mitigation; Remote (Supporting the State of Montana); Integrated Solutions Consulting; March 2021 – May 2021
- COVID-19 (DR 4485 – TX); Corpus Christ, TX; Integrated Solutions Consulting; October 2020 – February 2021
- Project Manager; Site Inspection, Bidding, Excel Analysis; El Paso, TX; Star City Sealants; January 2020 – October 2020

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Fred Crisostomo, Senior PA Specialist

Expertise & Certifications

- Certified Civil Engineering Technician
- Certified Construction Inspector
- Disaster Ops & Assistance Programs
- Community Disaster Recovery
- Hazard Mitigation
- Emergency Response Program Management
- QA/QC
- Audits
- Project Closeout

Years of Experience

- 44+ Years Professional
- 14+ Years Industry

Education

- AS Civil, UOG, Guam
- Naval Civil Engineer Corps Officers School, Port Hueneme, CA, Contracting
- Air Force Institute of Technology (AFIT), Contracting
- Level II Facilities Engineering Acquisition Workforce
- OSHA Outreach Instructor
- Construction Quality Management

Profile

Mr. Crisostomo has 44 years of experience in the construction industry witl 14 years of experience in FEMA Public Assistance (PA) programs startin in Louisiana with Hurricane Katrina recovery and continuing in New York Texas, and in Puerto Rico following Hurricane Maria. He has considerabl expertise with developing and tailoring tracking databases and reportin tools and training PA staff on a variety of FEMA policies and procedura issues. He also has considerable experience in quality assurance and qualit control of damage assessments, as well as audits, to include closeou procedures. Prior to his FEMA work, Mr. Crisostomo had a lengthy caree in the U.S. Navy, where—with the Naval Facilities Engineerin Command—he supervised and inspected a wide variety of constructio projects, trained staff, and oversaw quality management and technology an paperless acquisition programs.

Relevant Project Experience

LA County (Applicant), Senior Policy Advisor, 2019

- Provided guidance and advice to applicant regarding management of supporting documents related to legacy disasters.
- Reviewed and validated Department documentations supporting work performed for submission to FEMA.
- Developed data management application for tracking of documentations.

DR 4339, Maria, Policy Advisor, 2019

- Guided PA staff on applicant, work, cost eligibility, and program and policy requirements; provided advice on policy issues affecting formulation of projects; ensures PA staff are conforming to policy requirements; and assisted in the formulation of DDDs and SOWs. He developed data management tools for project tracking and ensuring consistent data reporting to leadership.

Webster, TX, DR 4332 Harvey, 2018

- Facilitated the public assistance program and manages projects of assigned applicants.
- Met with assigned applicants throughout all phases of the application process to communicate project issues and concerns in addition to collecting supporting documentations.
- Conducted site inspections of applicants' sites, summarized their damages, communicated requirements for assistance, and managed applicant expectations.
- Using FEMA's delivery model to track and process applicants' projects. Proficient in the use of FEMA's Grant Manager, EMMIE and EDW.

Austin, TX, DR 4272, General Planner/Policy Advisor, 2016 – 2017

- Provided general planning support to the IBD and DIBD in addition to preparing and maintaining management reports.

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Fred Crisostomo, Senior PA Specialist

- Provided written advice on program and policy issues. Tracked DMs in review and completed.
- Prepared ad-hoc management as requested. Recommended and developed various management reports reflecting project formulation progress.

SRO, New York, DR 4085, Public Assistance Coordinator, 2014 – 2015

- Provided Technical Assistance to FEMA under the Emergency Response Program Management Consultant Group working on Public Facilities in support of recovery efforts resulting from Hurricanes Sandy in New York. Coordinated project formulation with State and local government applicants in Suffolk County. Prepared and reviewed Project Worksheets (PW) for purposes of providing federal supplemental funding for repair and/or replacement projects. In addition, supervised up to 6 Project Specialist. Conducted damage assessments of damage facilities and validates applicants claim in accordance with current FEMA policies and guidelines.
- Reviewed and prepared Hazard Mitigation Proposals (HMP) under sect. 406.
- Reviewed applicants claim for project eligibility and determines the appropriate category of work for accomplishment.
- Designed and Developed DR 4085 Insurance Database to assist Insurance Specialist in determining insurance eligibility and reductions.
- Designed, developed and deployed Region 2 Insurance Share Point Web Database to address deficiencies in the tracking and review of Insurance reviews as identified in an Audit by FEMA.

Queens JFO, New York, DR 4085, Policy Advisor/Reports Specialist, 2013

- Designed and Developed DR 4085 Insurance Database to assist Insurance Specialist in determining insurance eligibility and reductions. Designed, developed and deployed Region 2 Insurance Share Point Web Database to address deficiencies in the tracking and review of Insurance reviews as identified in an Audit by FEMA.
  - FCO Weekly Report which includes graphical presentation of projected and obligated projects, forecasting of anticipated completion of all PWs, etc. This database tool also provides the option to report on those applicants requested by the FCO (i.e., top 12 Applicants based on total estimated amount, etc.).
  - Spend Plan formulation and progress tracking
  - PW Productivity by Group or assigned Project Specialist
  - Applicants PW formulation status
  - Projects Reports by geographical location
  - PW review statuses in EMMIE Review Queue
  - PW obligations in EMMIE
  - Customized D1 financial report for Region and HQ
- Trained PA personnel in the implementation of Dashboard (web based PA Management Database Application). identified and resolved Dashboard issues with the Developer, Weston Solutions. Recommends modifications to Dashboard and assist in programming in order to effectively provide PA management with efficient and accurate P reports including tracking of grants and PW formulation processes.
- Prepared miscellaneous ad-hoc management PA reports as requested. This includes actual project locations for GI mapping, etc.

Albany & Colts Neck, New Jersey, DR 4020, Reports/Database Specialist, 2012

- Prepared PA Management Report merging EMMIE, FEMA Enterprise Data Warehouse and Dashboard. These includes PW projections and completions, PW productivity by group or assigned Project Specialist, Overall disaste completion status which includes anticipated demobilization of PA personnel, anticipated PW versions, Spend Plan update status, etc.
- Deployed and trained PA personnel in the implementation of Dashboard (web based PA Management Database Application). identified and resolved Dashboard issues with the Developer, Weston Solutions.

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Gregory Gentles, Grants Specialist

Expertise & Certifications

- Accredited Insurance Claim Adjuster (ACA),
- OSHA 10 Hour Construction Safety and Health
- Louisiana Department of Environmental Quality Asbestos Contractor Supervisor
- FEMA Public Assistance
- FEMA PA Policy and Guidelines; PAPPG, 44 CFR, SRIA, Stafford Act, 2 CFR
- PA Eligibility
- Grants Manager/Grants Portal
- Project Manager
- 404/406 Hazard Mitigation
- FEMA Cost Estimates (CEF/RS Mean)
- Large Debris Operations
- Writing Project Worksheets
- Catastrophic Claims Adjuster
- Damage Assessments
- Health & Social Services

Years of Experience

- 19+ Years

Education

- Two years Miami Dade County Community college

Profile

Gregory Gentles is a highly skilled Disaster Specialist with an extensive background in disaster recovery working at Integrated Solutions Consulting (ISC). He has deployed to 25 federally declared disasters throughout his 19 years of experience in various roles for disaster types including but not limited to fires/wildfires, floods, straight-line winds, and hurricanes.

Throughout his career, Mr. Gentles has worked in positions including Debris Monitor, Debris Specialist, Project Specialist, Public Assistance Coordinator (PAC), Quality Assurance and Quality Control (QA/QC), Program Delivery Manager (PDMG), FEMA CRC Document Validation Specialist (DVS), and Public Assistance Task Force Lead (PATFL).

His wealth of knowledge in the PA Program, debris eligibility, monitoring and removal, damage assessments, 404/406 mitigation, writing project worksheets (categories A-G), and his extensive background, make him a superior asset to any deployment, allowing him to see disasters in its numerous phases and variances, in the field and in leadership roles. He has also written and won several appeals for the State of New Jersey and has prepared their grants proposal request.

Relevant Project Experience

- LA – DR 4559 Hurricane Laura & LA – DR 4570 Hurricane Delta; Senior Grants Manager; ISC; 2019 – 2022
- SERCO's FEMA Program Delivery Task Force Lead for MN – DR 4442 Winter Storm and Flooding; Sedona Technologies; 2019 – 2020
- Consolidated Resource Center Public Assistance Delivery Process Document Validation Specialist for Florida – DR 4337 Hurricane Irma; AECOM Recovery; 2018 – 2019
- Joint Field Office's Program Delivery Managers CA – DR 4301/4305/4308 Winter Storms; AECOM Recovery; 2017
- PA FEMA Technical Assistance Contractor Project Formulation Specialist FEMA TX – DR 4266/4269/4272 floods; AECOM Recovery; 2016 – 2017
- Jonas Severe Winter Storms and Snowstorms (DR-4264-NJ); East Rutherford, NJ; Accurate Amendment Solutions LLC; 2016
- Public Assistance Coordinator, SRO, New York DR 4085; AECOM Recovery; 2013 – 2015
- PA FEMA Technical Assistance Contractor/FEMA Debris Specialist; FEMA – 4085 - DR- NY Hurricane Sandy; AECOM; 2013
- PA Project Specialist FEMA – 4020 and 4031-DR-NY New York Hurricane Irene; AECOM 2012
- PA FEMA Technical Assistance Contractor/FEMA Debris Specialist, FEMA - 1980- DR-MO Joplin Tornado; AECOM; 2011

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Gregory Gentles, Grants Specialist

- PA Project Specialist FEMA – 1934 DR-MO Missouri severe storm and flooding; AECOM; 2010
- PA Project Specialist ERPMC FEMA – 1895 DR-MA Massachusetts severe Flooding; AECOM; 2010
- PA Project Specialist/Debris Specialist, ERPMC FEMA – 1857-DR-NY New York State severe storms and floodin AECOM; 2009
- PA Project Specialist, ERPMC FEMA – 1825 – DR – WA Washington State Flooding; AECOM; 2009
- PA Debris Specialist, ERPMCFEMA Mississippi Standing Dead Tree Removal Program Disaster MS DR 1604 Hurricane Katrina; AECOM; 2008 – 2009
- Project Officer, New Orleans (NOLA) Demolition Project for LA DR 1603 Hurricane Katrina and DR 1607 Hurricane Rita; DRC Emergency Services, Inc; 2007 – 2008
- Project Officer/Debris Specialist, ERPMC FEMA Project Disaster Relief for TX DR 1709 Severe Storms, Tornado and Flooding; AECOM; 2007
- FEMA Technical Assistance Contractor/FEMA Debris Specialist, ERPMC for LA DR 1603 Hurricane Katrina and DR 1607 Hurricane Rita; AECOM; 2005 – 2007
- Hurricane Frances DR-1545/Jeanne DR1561/Ivan DR1515/and Dennis DR1595 – Debris Monitor; AECOM; 2004 2005

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Jennifer Oswald, Senior Financial Analyst

Expertise & Certifications

- FEMA Public Assistance Program and Policy Guide (PAPPG)
- FEMA 9500 Series Policy 44 CFR
- NEMIS EMMIE
- FEMA Grants Portal L381 - PA OPS I
- DF 319 – Team Building for Supervisors L480 - Cost Estimating Format Emergency Management Institute Courses
- Florida Insurance Customer Service License Florida All Lines Adjuster's License
- Florida Real Estate Broker's License
- Quickbooks
- Microsoft Office Suite
- SharePoint

Years of Experience

- 26+ years

Education

- Bachelors Degree in Business Management, emphasis in: Accounting, Accounting II, Financial Accounting, Finance.

Profile

15+ years in the FEMA Public Assistance Program ranging from debri monitoring to the closeout of projects. Disasters include more than 1 hurricane and flooding events spanning eight states from the Gulf Coast t the Northeast to the Midwest. Expertise in QA/QC, closeout, policy guidance, Stafford Act Grants, FEMA Public Assistance, and facilitie review.

Relevant Project Experience

Gulf Coast Disaster Consultants, LLC, New Orleans, LA, Disaster Recovery Consultant, February 2019 – Present

- Subcontractor to Deloitte & Touch LLP on State of Louisiana contract
- Work with grantee and sub-grantees to reconcile and close the remaining complex projects for the legacy disasters
- Review contracts, timesheets, rental agreements, force account labor and equipment logs for compliance with CFR regulations
- Assist the sub-grantee with requests for cost analysis, time extensions, alternate projects, etc.
- Review proof of payment (canceled checks, electronic funds transfers, bank statements)
- Review procurement and contracts
- Prepare closeout RRFs on behalf of sub-grantee
- Process reimbursement requests for State of Louisiana
- Review reimbursement requests for eligibility

The Sulzer Group, New Orleans, LA, Senior Grants Management Specialist/Project Manager, August 2014 – February 2019

- Provide basic technical assistance to sub-grantees in the identification and selection of projects, as well as the development of complete, accurate, well-documented, and compliant project sub-applications
- Participate in monitoring the status and performance of grants awarded to the sub-grantees, including financial tracking, funds management, and close-out of sub-grants. Ensure that data base and records are maintained using systems/processes managed by The Sulzer Group
- Request reimbursements for projects, versions for cost/scope alignments, and time extensions as needed
- Reconcile project costs and insurance payments received by sub-grantees
- Attend training workshops and conferences
- Analyze complex problems and interrelated issues to develop positive solutions and maintain effective working relationships with the client and with other federal agencies, state, local and private sectors
- Research, organize, write and manage a portfolio of grants for clients ranging from small Private Non-Profit organizations to universities
- Develop program content and reports

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Jennifer Oswald, Senior Financial Analyst

- Manage timelines and deadlines
- Work with grant recipients to develop and implement a corrective action plan that clearly addresses compliance review/audit findings
- Make recommendations to clients regarding grants
- Conduct final review of completed awards, making appropriate adjustments/disallowances, and closing FEMA prin grant awards
- Assess a project's work status, costs, and supporting documentation against the corresponding grant's scope of wor (SOW) to help determine a grant's readiness for final review and closeout
- Reconcile a grant's approved SOW with the agency's completed SOW, and clearly lining up actual costs with the completed, approved grant SOW
- Research the details of written approved grants, contracts, invoices, payment logs, timesheets, purchase orders, procurement and other documentation to help resolve cost inconsistencies in a grant
- Provide feedback when grant funding adjustments are needed due to duplication of funding, additional scope of wo items, or changes in project costs
- Monitor that federal post-award grant compliance requirements are met on issues such as contract procurement, environmental and historic preservation, insurance requirements, and/or adjustments based on SOW changes

Tidal Basin Government Consulting, Mineola, NY, QA/QC Specialist, October 2013 – May 2014

- Performed quality and compliance reviews of draft Project Worksheets as part of the
- formulation and obligation process which submitted to FEMA
- Supported communities in Nassau County which suffered some of the most severe impact of Hurricane Sandy (DR 4085)
- Provided policy guidance to team members who had not previously performed disaster recovery work

Florida Disaster Consulting Toms River, NJ, Data Management Specialist/PA Specialist, May 2013 – August 2013

- Coordination of the collection, maintenance, analysis and distribution of administrative information used to produc reports and special project reports which required analysis and comparison
- Created client invoices
- Performed QA/QC reviews of project worksheets (PWs) for clients which were subsequently passed along to FEM responsible for ensuring accuracy, completeness, and standard adherence for PWs
- Provided policy guidance to clients within Ocean County, NJ affected by Hurricane Sandy (DR 4086)

CDM Smith, Lincroft, NJ QA/QC Specialist, January 2013 – February 2013

- Contractor Support to Hurricane Sandy (DR 4086)
- Performed initial reviews in EMMIE of project worksheets (PWs); provided policy guidance and reviewed PWs fo eligibility
- Responsible for ensuring accuracy, completeness, and standard adherence for PWs

Witt Associates, Baton Rouge, LA, Closeout Specialist, July 2012 – January 2013

- Hurricanes Katrina (DR1603), Rita (DR1607), Gustav (DR1786), and Ike (DR1792)
- Pre-Closeout Reports for the State of Louisiana of Public Assistance Federal Disaster Grants
- Liaison between municipal applicants, State of Louisiana, and FEMA in effort to determine the overall size, scope, and eligibility of work completed using Stafford Act Grants

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Victoria Phelps, PA Specialist

Expertise & Certifications

- FEMA Public Assistance
- Expertise with FEMA Disaster Management Data Systems Manager
- Post Hurricane Sandy Recovery Act Directives
- FEMA Hazard Mitigation BCA Training
- FEMA 406 Mitigation Training
- FEMA Mitigation BCA Training
- FEMA Public Assistance for New PA
- Site Inspector Grants Manager Training
- FEMA PA EMMIE Training Certificate
- FEMA PA Project Officer (PA OPS I & OPS II
- FEMA PA Debris Management Training
- FEMA PA Large Project Certification
- FEMA PA Hazard Mitigation Certification Training
- FEMA PA Quality Assurance Quality Control Reviewer
- FEMA PA EMI Training 100, 200, 700 & 800

Years of Experience

- 15+ years of experience

Education

- BS, Duel Major US History and Management
- US Navy Senior Project Management College Graduate
- Associate degree

Profile

Ms. Victoria Phelps has over 15 years' experience combined in FEMA and Sate Disaster Recovery. She has deployed to 22 various disasters and served in various Senior roles, such as Task Force Lead, Team Lead, Work Force Director, FEMA and State Public Assistance Coordinator and Liaison FEMA PA Grant Writer, Estimator, QA/QC Grant Reviewer, PA Site Inspector, Data Information Collection and Reporting, 406 Mitigation Grant Writer, Initial Reviewer for Floodplain, Historical, Environmental Policy Laws and Regulations.

As an active US Navy veteran Victoria was selected from Enlisted Ranks to become Engineering Officer Department Head for Structural, Mechanical and Electrical Engineering Groups

She has extensive program knowledge, including The Stafford Act, 44 CFR 2 CFR, SRIA Legislation, PAAP Programs, PAPPG and all other program materials. She is proficient with Microsoft Project, Word, excel, PowerPoint and outlook software together with Windows Operation system. Victoria excels in verbal and writing communication. She can manage multiple projects under strict deadlines while identifying and recommending solutions.

Relevant Project Experience

Technical Assistance Contractor for FEMA PA, 09/2005 - 11/2020

- Task Force Lead, Team Lead and Work Force Director
- FEMA and State Public Assistance Coordinator and Liaison.
- FEMA PA Grant Writer and Cost Estimator
- QA/QC Grant Reviewer & PA Policy Reviewer
- PA Site Inspector, Data Information Collection, and Reporting
- PA 406 HM Mitigation Grant Writer
- Initial Reviewer for Floodplain, Historical, Environmental Policy Laws and Regulations
- Disasters Served; DR-4022-VT, DR-4085-NY, DR-4024-VA, DR-4042-VA, DR-4045-VA, DR-1971-AL, DR-1551-FL, DR-4177-FL, DR-4485-TX, DR-4332-TX, DR-4277-LA, DR-4255-TX, DR-4269-TX, DR-4272-TX, DR-1603-LA, DR-1607-LA, DR-1709-TX, DR-1763-IA, DR-1934-MO, DR-4011-UT, DR-1817-WA, DR1825-WA, and DR-4485-COVID 19

US Navy, Civilian Contractor, 11/2003 – 09/2005

- Quality Assurance (QA/QC), Waterfront Production Supervisor Structural, Northrup Grumman Shipyard, Pascagoula, Mississippi for Supervisor of Shipbuilding. Project Manager for Recovery from Hurricane IVAN for the Officer in Charge of Construction and Recovery, Pensacola, Florida.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Victoria Phelps, PA Specialist

Department of Defense, US Navy Active-Duty Surface Warfare Officer (01E to 03E), 05/1993 – 11/2003

- Selected from Enlisted Ranks to become Engineering Officer Department Head for Structural, Mechanical, and Electrical Engineering Groups
- Executive Officer, Division Officer, Senior Engineering Officer, Resources Work Force Director, Logistics Officer Operations, Officer, Main Propulsion Officer, Dry Docking Officer, Auxiliaries Officer, Electrical Officer, Fueling Officer, Training Officer, Projects Officer, Maintenance Officer, Repair Officer, Welfare, Recreation and Morale Officer, Officer of the Deck Underway, Small Boat Officer, Budget Writing, Cost Development, Review, and Implementation Evaluation Author and Reviewer.

US Navy Active-Duty Enlisted Surface Warfare (E-1 to E-8), 04/98 – 05/93

- Selected as a Chief Petty Officer in 7 years.
- Division Officer, Electrical Senior Supervisor, Electrical Shope Supervisor, Small Boat Officer, Work Force Direct Surface Warfare Swift Boat Captain Panama Canal Panama Jungle Operations and Tactical Training Panama Canal Recruit Training Command, Drill Instructor Orlando Florida, Master Training Specialist, Welfare, Recreation, and Morale Petty Officer.
- Investigation and resolution of FEMA PA Congressional inquiries.
- Lead of PA Closeout team, including development and implementation of closeout process and oversight of closeo personnel

DR-1539, 1545, 1551, 1609-FL, Insurance Co-Lead, Hurricanes Charles, Frances, Ivan and Wilma

- Oversight of insurance review for all Applicants; over 50K PWs over a 4-year period.
- Manage Insurance Team personnel at the JFO and AFO.
- QA/QC of PWs scopes of damages and work.
- Conduct site inspections to resolve issues with Applicants.
- Resolve issues concerning discrepancies between anticipated and actual insurance proceeds with applicants.

Oklahoma Flooding Event, Public Assistance Coordinator (PAC)

- Serve as a PAC for Tribal Indian Applicants and state critical facilities.
- Conduct site inspections, damage assessments and cost estimates.
- Develop project worksheets.
- Assist AECOM Field Team Lead and Task Manager with resolving personnel issues.
- Perform QA/QC and mentor project specialists on the FEMA PA program.

U.S. Adjusting, Crawford and Company, General Adjustment Bureau, 1985 – 1999

- Catastrophic Insurance Adjuster
- Interpret insurance coverage
- Assess and estimate damages
- Prepare and process insurance claims for residential, commercial, and heavy commercial properties.
- Primarily respond to hurricane, tornado, fire, flood, earthquake, and hail disaster events throughout the U.S.
- Assist with branch management in Texas, Missouri, California, Colorado, and New Mexico.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Roberto Salerno, Financial Analyst

Expertise & Certifications

- American University Classes, 18 months intensive Training with Morgan Stanley as Certified Financial Advisor in 09/13/2003.
- FINRA Broker-Check Licenses
- Florida Department of Financial Services Insurance License
- Insurance
- Training
- Public Assistance
- Individual Assistance
- Grants Manager/Portal

Years of Experience

- 20+ years

Education

- TC. Istituto Tecnico Commerciale "Girolamo Caruso" Ragioniere (Accounting). Alcamo. Italy 1992.
- Military: Administration/ Accounting 13 months (Honorable Discharge) Italy 1989.

Profile

- Over 20 years of Insurance and Training experience in Public Assistance, Individual Assistance and Grants Manager/Portal.
- Operated for 3 years in PA. Team Trainer 18 months in Puerto Rico.
- Effective Grants Manager system operation. 2 years of operation.
- Advanced Ability to Translate Italian. Dual Citizenship, Italian Native Language.
- Proficiency in, Microsoft Office, Power Point, Outlook, Excel.
- Submitting all User Acceptance Testing (UAT) findings in Grants manager during our testing process every day and report any bugs or functionality issues to the PA UAT Review Team.

Relevant Project Experience

AECOM (06/2018 - 02/2020) PA Field Instructor (Grants Manager Trainer)

- Served as Field Instructor and Point of Contact (POC) for Branch 2 mentoring staff in a 1 on 1 format.
- Worked with Disaster Field Training Operations (DFTO) staff assigned to Branch to coordinate and schedule training to support the Branch as required to meet objectives set by Leadership. Work with Training Team in course development and reporting data. Teaching classes at Nestle Building, Arecibo University and Branch II Vega Baja.
- Presented Field Delivery Courses, Micro-Nano Training and Webinars on multiple topics to Public Assistant Group Supervisory, Task force lead, Program Delivery Manager (PDMG) and Site Inspector.
- Performing Unit Acceptance Test (UAT) on Grants Manager (GM) site and Recipient access site, Grants Portal (GP). Coordinating daily with UAT review team during testing period. DR4339-PR

AECOM (09/2017 - 05/2018) Program Delivery Manager (PDMG)

- Collecting, organizing, and reviewing Applicant-submitted documentation in support of Public Assistance grants where work is complete.
- Developing damage description and dimensions, scopes of work, and costs based on Applicant- provided documentation.
- Identifying potential eligibility issues and addressing those issues in coordination with leadership in field and Consolidated Resource Center offices.
- Conducting quality assurance reviews of grants to ensure accuracy, compliance, and proper supporting documentation.
- Ensuring consistency in program delivery and development of quality grants. DR4338-GA.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Roberto Salerno, Financial Analyst

Penn Mutual (09/2016 - 09/2017), Financial Agent

- Designed portfolio of investments that offer safety of principal, liquidity, tax savings, income, growth over the long term. Developed asset allocation plan that matches up with client's long-term goals and risk tolerance.
- Continued review and research of market conditions affecting client's financial position and strategies, propose solutions and strive to outperform client's expectations.

National Life Group/ ESI (09/2014 - 08/2016) Financial Agent

- Extensive expertise on developing a base of clients for whom I provide customized and comprehensive financial solutions.
- Prospect for new clients, educate them on available products, and make presentations to targeted audiences.

National Securities Corporation (05/2010 - 10/2012) Registered Representative

- Developed a base of clients for whom I provided customized, comprehensive financial solutions.
- Prospect for new clients, educate them on available products.
- Developed asset allocation plans that matched long term goals and objectives.
- Designed portfolio of investments that offer safety of principal, liquidity, tax savings, income, growth over the long term.

Blackport/Parnas Holdings (08/2008 - 05/2010) Consultant

- Registered and paid fee Using RIA in a Box® as leading registered investment adviser (RIA) compliance software a service technology provider offering RIA compliance services and RIA registration for private equity firm.
- Advise the company to be in Compliance with the SEC as an investment adviser, under the Investment Company A of 1940 in order to be in compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Wesley Wengren, Senior PA Specialist/Engineer

Expertise & Certifications

- FEMA PA Policy and Guidelines
- Program Delivery Manager (PDMG)
- Grants Manager / Grants Portal
- Project Management / Lead
- FEMA PA Coordinator (PAC)
- FEMA PA PDMG
- FEMA PA Site Inspector
- Cost Estimating Format (CEF) and RS Means
- Subject Matter Expert of Electrical Utilities and Road Construction
- 406 Mitigation
- Damage Assessments
- Project Closeouts
- Floodplain Maps
- PW Writing Categories A-G
- General Building Codes
- General Report Development and Tracking
- Microsoft Office Suite
- CPR / AED Certification
- 406 Mitigation
- PA Ops 1

Years of Experience

- 43+ years

Education

- M.S. Electrical (Power) Engineering
- B.S. Electronic Technology

Profile

Mr. Wesley Wengren is a versatile graduate-degreed engineer with 21 years of project management and 22 years engineering experience in industries tha include emergency management and disaster recovery, power generation US Space Program and US Navy. He has vast knowledge and experience i emergency management preparedness and recovery. He has served as an conducted PA site inspections and damage assessments. Wesley has exper knowledge of FEMA PA policy and guidelines, Grants Manager and Grant Portal. He has successfully written all categories of work and conducte closeouts. He is proficient in the use of Grants Manager, CEF, RS Mean and PA applicable laws, regulations, policies, general building codes an standards. He can manage multiple projects, tight deadlines and identify an recommend solutions to issues that may arise. He has exceptional compute skills and written and oral communication skills and is proficient i Microsoft Office Suite.

Relevant Project Experience

Integrated Solutions Consulting (ISC), Site Inspector, DR-4432-LA, 2020 – 2020

- Complete Site Inspection reports still outstanding. Rework already submitted SI reports, following applicant provided data that has caused the change.
- Review two electric utilities files in GM for completeness of contract, force account labor and equipment and material.
- Rework requests from PDMGs. Process all into Grants Manager and PA process.
- Validate infrastructure damage; record detailed damage descriptions (DDDs), scopes of work (SOWs) and cost estimates.
- Evaluate projects for compliance with applicable laws, regulations, and policies.
- Identify and review special consideration issues.

Hagerty Consulting, Senior Engineer / Planner / Analyst, 2019 – 2019

- Create multi-million-dollar projects in new PA Model as PDMG in categories A, B, and E while assisting team with two FL grant sub-recipients. Collaborate with Applicant and FEMA PDMGs.
- Develop DDDs, SOWs and Cost Summary from data gathered by the Applicant, contractors, and architects.
- Coordinate site visits and meetings to chronical critical data for project formulation.

Integrated Solutions Consulting (ISC), DR-4269-4272-TX, 4305-4308-CA, 4085-NY, PDMG / Project Specialist, 2017 – Present

- Inspect damages, record all harm to mechanical, electrical, plumbing and structure

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

Wesley Wengren, Senior PA Specialist/Engineer

- Create federal grants to compensate Applicants following FEMA PA guidelines and with support of backup documentation considering insurance, environmental, historical and floodplain management
- Revise grants requiring scope changes, review and determine justification for time extensions
- Vanguard Emergency Management, Home Inspector, 2016 - 2016
- Perform home inspections for storm related damages.
- Estimate repair / replacement costs, i.e., roofing, frame, HVAC, electrical, drywall, floor coverings and foundation.

L-W Resources / CCPRS, Construction Manager / Project Specialist, 2016 – 2016

- Author grants to rebuild or replace critical infrastructure for the state of Missouri, in particular St. Louis and St. Charles Counties following devastating flooding which caused rivers to overtop their banks by up to 40 feet.
- Met with applicants to establish rapport and trust. Performed focused site inspections intent on determining full sco of damages or created detailed estimates using RS Means estimating software to capture on categorized Project Worksheets.
- Enabled the city of Eureka to rebuild their Community Center, Parks and Wastewater Treatment Plant for a total of over $500MM
- Wrote a $10MM grant for St. Louis Metropolitan Sewer District to rebuild Wastewater Treatment Plant.

Ohio Emergency Management Agency, Deputy Public Assistance Officer (DPAO), 2015 - 2016

- Provide emergency management assistance to enhance the operational readiness of each county.
- Insure preparedness through on-site visits, formal training classes and seminars.
- Test county operational readiness with exercise activities, meetings with local officials and public outreach.
- Advise, guide, and assist local officials in time of disaster/emergency to verify estimated damage and identify potential requests for state and federal assistance; make recommendations to Executive Director of Emergency Management Agency.
- Establish and maintain the flow of situational information from the local level to the state level.
- Perform closeout of past disasters verifying applicant costs and comparing to project worksheet estimate. Upon completion, write formal letter to FEMA recommending acceptance of actual costs, overrun or under run.

Adjusters International, Public Assistance Crew Leader, 2014 - 2015

- Author grants written to repair or replace critical infrastructure for New York City Agencies (applicants) whose buildings and equipment were damaged in Hurricane Sandy DR-4085-NY, including FDNY, NYPD, NYC Econon Development Corp., and Chief Medical Examiner's Office.
- Gather site damage data by inspecting building integrity and MEP systems within; discuss eligibility of damage; re blueprints to estimate costs; create grants using proprietary software (EMMIE); track the grant as it flows through t internal and federal re- view process; major contributor in status review meetings.
- As a contractor to New York State Dept. of Homeland Security and Emergency Services, constantly subjected to time- sensitive grant production mile- stones, which, if not met, would result in being permanently laid off.
- Exceeded all milestones until job was complete.

Federal Emergency Management Agency (FEMA), Operations Section PA Branch Lead / Project Specialist, 2007 – 2009; 2011 – 2014

- Create grants for state and local governments, and qualifying private non-profit organizations based on the Code of Federal Regulations (44 CFR), Stafford Act, and FEMA Public Assistance Policies and Procedures.
- Performed Kickoff Meetings with applicants explaining the process; conducted site visits to validate the damages o performed research to develop an estimate; gathered all supporting documentation, i.e., dimensions, photos, time sheets, paid invoices, maps, load tickets, building or bridge plans, maintenance records, etc.

20+ Yrs Electrical / Engineering Experience, Various Projects, Clients, Locations, 1997 - 2016

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Appendix B. Odysseus™ Enterprise System

Odysseus™ Comprehensive Program Management Solution

The Odysseus™ Enterprise System goes beyond grant management and provides state emergency management agencies with a comprehensive program management solution that is designed specifically for the emergency management industry and easily customizable to meet their needs. The evolution of Odysseus™ was based on the recognition that emergency management programs rely on disparate software, technologies, and tools instead of one unified suite of tools that are integrated into one network to offer a truly comprehensive program management solution that can serve as a force multiplier and provide a high degree of efficiency for the industry. The Odysseus™ Enterprise System was developed by a team of seasoned and industry recognize emergency managers and technologists.



With Odysseus™, emergency managers have a single, unified platform that provides dashboard analytics of the status of their comprehensive emergency management program. The Odysseus™ Enterprise System serves as a force-multiplier, providing a level of efficiency never seen before in the emergency management industry. Its unique system-of-system architecture provides an integrated network for states, agencies, regions, counties, municipalities, and private/public partners to communicate, share, collaborate, and coordinate on preparedness, response, recovery, and mitigation initiatives.



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DYSSEUS

Preparedness Program Management Functionalities

Program Management Functionalities	Programs
Planning	Emergency Planning
Training	Continuity of Operations
Exercises	Training & Exercise
Governance	Homeland Security Grant Program
Scheduling	DHS Threat Hazard Identification & Risk Assessments
Budgeting	Emergency Management Performance Grants
Committee Management	Public Health Emergency Preparedness
Stakeholder Coordination	Healthcare Coalitions
Community Outreach	Radiological Emergency Preparedness
Program Assessments	School Safety Programs
Grant Management	Dam Safety Programs
Project Administration	Special Events Planning
Performance Monitoring	Community Engagement
Compliance	Nonprofit Security Grant Program
Tracking & Reporting	Port Security
	Regional Catastrophic Preparedness

Hazard Mitigation Program Management Functionalities

Program Management Functionalities	Programs
Planning	FEMA Hazard Mitigation Grant Program (Section 404 & 406)
Training	HUD Community Development Block Grant for Mitigation (CDBG-MIT)
Exercises	FEMA Flood Mitigation Assistance
Governance	FEMA Building Resilient Infrastructure & Communities
Scheduling	Hazard Mitigation Planning
Budgeting	Hazard Risk Assessments
Committee Management	GIS Hazard / HAZUS Modeling
Stakeholder Coordination	Community Outreach
Community Outreach	Stakeholder Coordination
Program Assessments	Mitigation Grant Management
Grant Management	In-Kind Grant Match Tracking
Project Administration	Program Reporting
Performance Monitoring	Mitigation Project Monitoring
Compliance	
Tracking & Reporting	

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

DYSSEUS

Disaster Recovery Program Management Functionalities

Program Management Functionalities	Programs
Project Tracking	FEMA Public Assistance
Grant Management	FEMA Individual Assistance
Damage Assessments	FEMA Housing Assistance Programs
Debris Monitoring	FEMA Individual Assistance
Project Administration & Closeout	HUD Community Development Block Grant
Program Reporting	Fire Management Assistance Programs
Compliance Monitoring	Community Disaster Loan Program
Tracking and Reporting	American Rescue Plan Act
Project Budgeting & Scheduling	FEMA Hazard Mitigation Grant Program
Grant Audits, Arbitration, and Appeals	(Section 404 & 406)
Contractor Performance	CARES Act
Recovery Planning	Section 428 Recovery Projects
Training & Exercises	
Recovery Committee Coordination	
Community Outreach	
Governance	

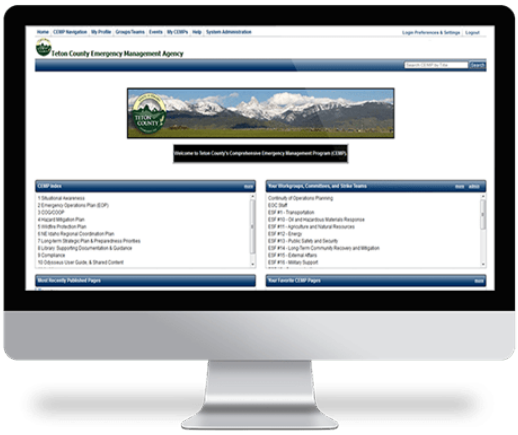
Emergency Response Program Management Functionalities

Program Management Functionalities	Programs
Incident Action Planning	Emergency Management
Incident Reporting	Public Safety & Security
Resource and Asset Management	Fire Fighting
Cost and Expenditure Tracking	Public Health
Coordination	Medical Services
Information Management	Public Works
Situational Awareness Sharing	Information and Planning
Preliminary Damage Assessments	Finance & Administration
Emergency Debris Removal Operations	Logistics
Geospatial Analysis	Operations
Just-in-Time Training	Command
Grant Management	Mass Care and Shelter
Compliance Monitoring	Housing
Tracking and Reporting	Infrastructure
Incident Management System Integration	Continuity of Operations/Government
Emergency Notification System Integration	
After-Action Reviews	

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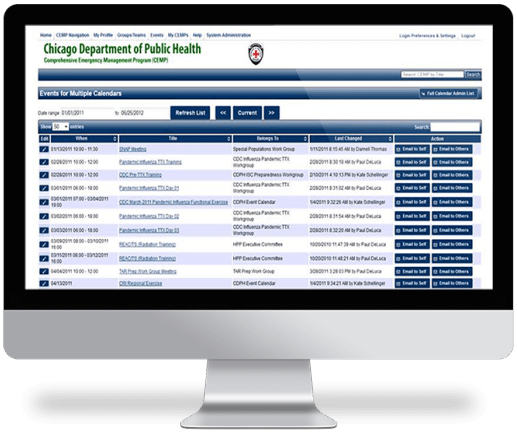
DYSSEUS

Planning & Plan Maintenance



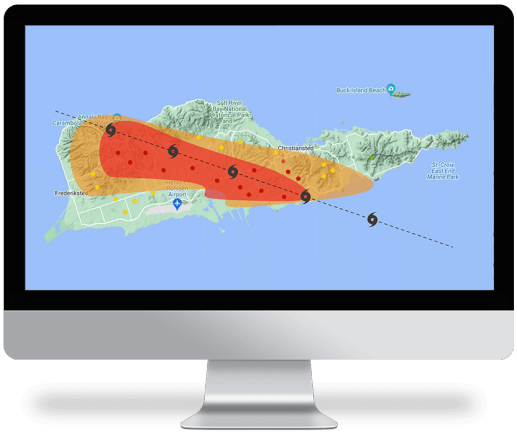
Facilitate and Track the Planning Process

Odysseus™ documents the planning process and tracks planning collaboration among partners and committee members in a secured environment. Odysseus™ can even track the in-kind match of planning participation, offsetting the federal cost share of preparedness activities.



Manage Program Planning Activities

Odysseus™ allows for the monitoring of planning partners, stakeholders, and committees. Assign tasks, schedule planning activities, and monitor the progress of work activities from the convenience of your desktop.



Create Interactive Maps & Models in Plans

Odysseus™ allows for the integration of ESRI maps and interactive models, turning static doctrine into interactive plans and procedures that engage and allow for easy analysis. Public facing portal allows you to share selected content to common public platforms.

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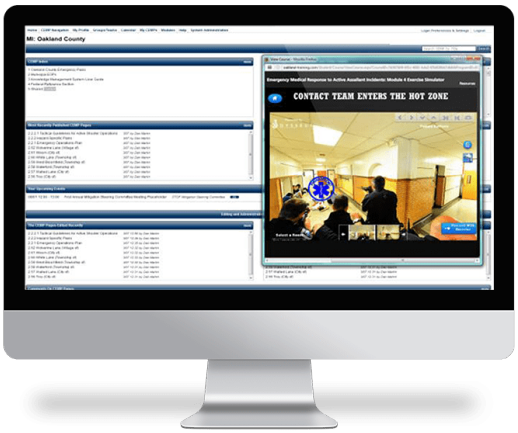
DYSSEUS

Training & Exercise Management



Track Training Activities and Certifications

Odysseus™ provides organizations with an integrated learning management system that allows administrators to track training activities, manage training certifications, and measure understanding of strategies, programs, and procedures.



Cross Reference & Track Understanding of Planning Activities

The Odysseus™ Learning Management System (LMS) is integrated with the planning environment, allowing organizations to cross reference training & exercises with their plans. Lessons learned and improvements can be easily documented and updated in your organization's plans.



Generate Simulated Exercises and Custom Courses

Odysseus™ can deliver simulated scenarios that allow participants to engage in real-world decision making. Create and manage computer-based training, track course assessments, and report learning progress.

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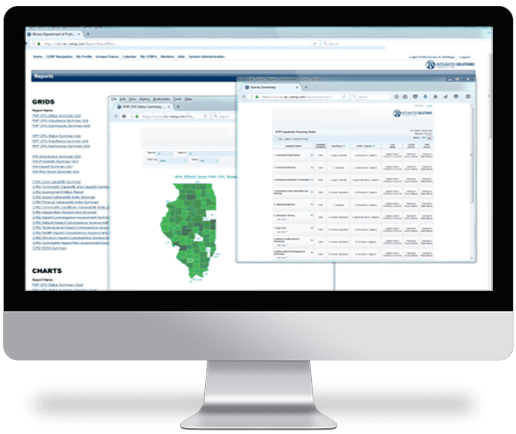
Collaboration & Stakeholder Coordination



Improve Collaboration, Quality and Efficiency

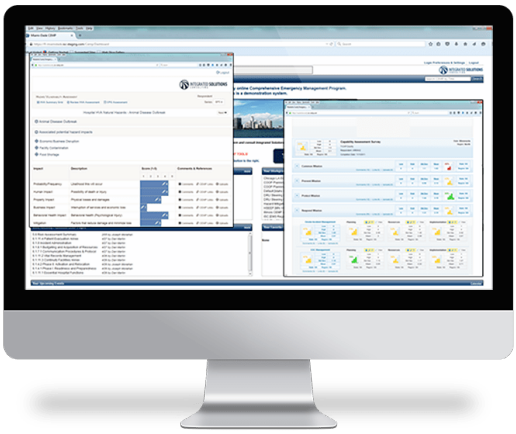
Our unique system-of-systems architecture allows for plans or portions of plans to be shared with other systems in a controlled environment. Odysseus™ features the unique characteristic of providing standardization and flexibility, while reducing redundancy and increasing version control with your organization's plans and doctrine.

Program Compliance & Assessments



Systematically Evaluate Program Compliance

Odysseus™ provides program analysts and directors with the ability to systematically evaluate the compliance of programs to various mandated, grant driven requirements and industry standards. Data analytics reporting provides users with ready access to status of program performance and tracking compliance.



Create Customized Assessments

The Odysseus™ allows for the creation of customized assessment tools, enabling organization to set their own standards. Users can verify results by cross referencing documented accomplishments across the Odysseus™ enterprise.

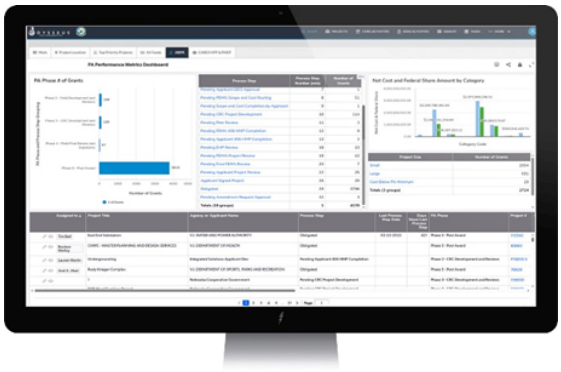
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Grant Management



Track and Administer Grants

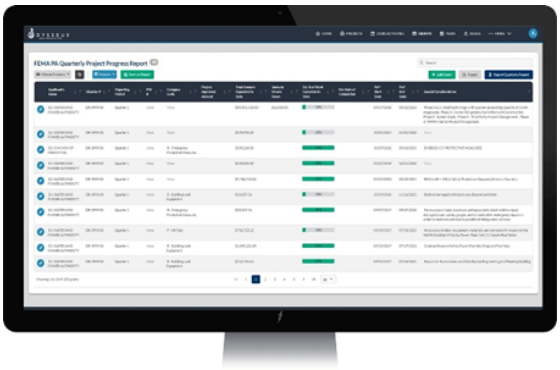
Odysseus™ offers organizations with real-time tracking and reporting of grant funding allocations. Track the status of preparedness grant funding and measure this investment.



Project Tracking, Scheduling, and Management

Odysseus™ allows users to track the projects associated with grant funds. Grant recipients and sub-recipients can use dashboard tracking reports to assure that projects stay on schedule and performance.

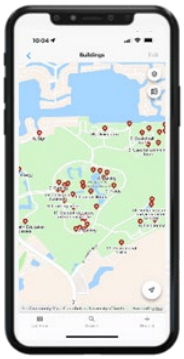
Disaster Recovery



Manage and Administer FEMA PA Requirements

Odysseus™ offers organizations with real time tracking and reporting of FEMA PA grant fund allocations. Track the status of vital community recovery projects and measure their progress. Odysseus™ allows you to track every FEMA dollar and find opportunities to leverage FEMA PA Program opportunities.

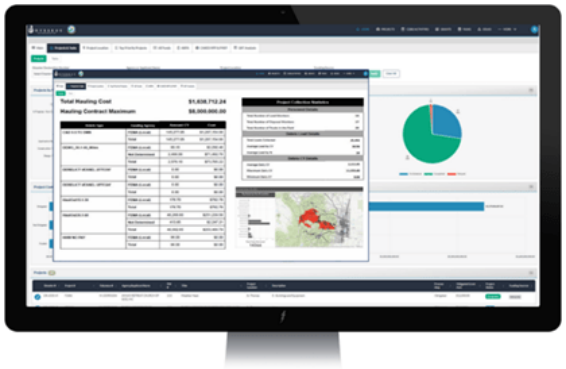
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Conduct Quick and Thorough Damage Assessments

Odysseus™ allows users to conduct quick and thorough damage assessments. Odysseus™ allows users to conduct damage assessments from their personal mobile devise and report damage as well as repairs.



Integrated Automated Debris Monitoring System

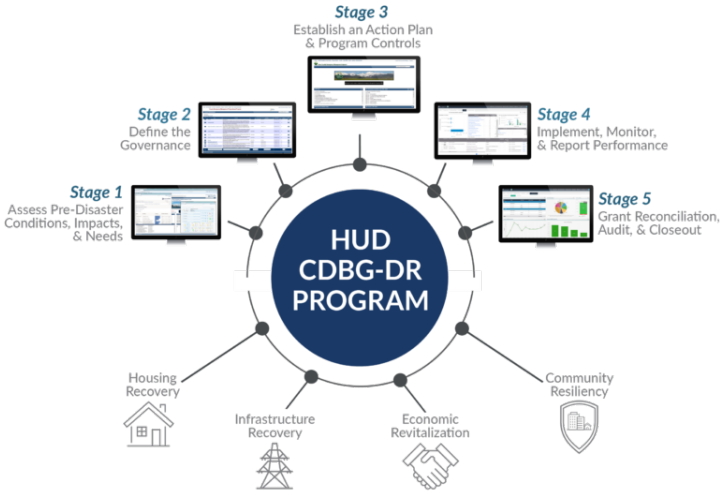
Odysseus™ allows for the systematic integration of popular Automated Debris Management Systems (ADMS). Integration ranges from real time reporting of debris monitoring activities to the synching of important debris monitoring data, expediting Category A debris management funds.



Efficiently Validate FEMA PA Grants & Conduct Closeout

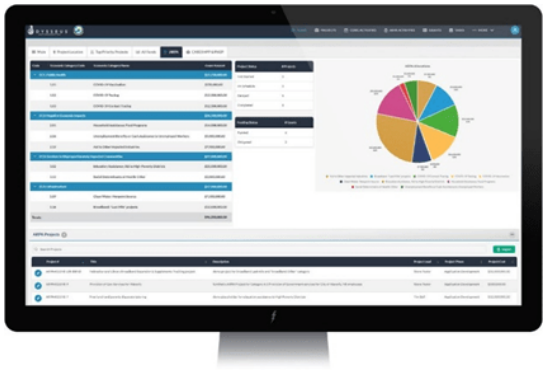
Odysseus™ includes a FEMA Closeout Validation Tool to help eliminate the administrative burden of 100% closeout validations. Odysseus™ guides users through FEMA's arduous Closeout Validation process and provides a systematic solution that reduces weeks of burden to simply hours.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)



Manage the Full HUD Community Development Block Grant Process

Odysseus™ provides one comprehensive system to manage the full grant management life cycle of the HUD Community Development Block Grant for Disaster Recovery (CDBG-DR). Odysseus™ provides an integrated platform to develop a CDBG-DR Recovery Action Plan, streamline its annual update and maintenance, monitor governance and stakeholder participation, and document process controls.



Manage other Disaster Recovery Programs

The Odysseus™ Enterprise System provides a flexible environment, giving organizations the ability to manage any number of disaster recovery programs. Odysseus™ has been used to manage FEMA Individual Assistance, Fire Management Assistance Programs, Housing Recovery Programs, Hazard Mitigation Grant Programs, and COVID-19 relief funds to include the American Rescue Plan Act and CARES Act grant funding.

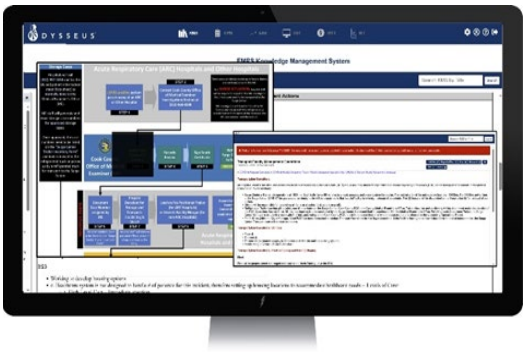
Response and Incident Management



Incident Action Planning

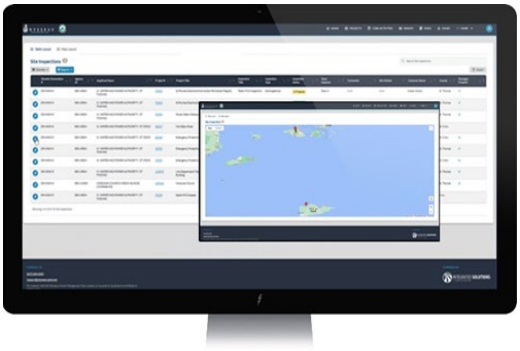
Odysseus™ provides a central platform to provide complete, comprehensive situational awareness. Odysseus™ flexible design allows for customized workflow and mission board reporting. Pre-established Incident Action Plans (IAPs) can be shared across multiple Odysseus™ environments, providing uniformed planning at the regional, state, or national level.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)



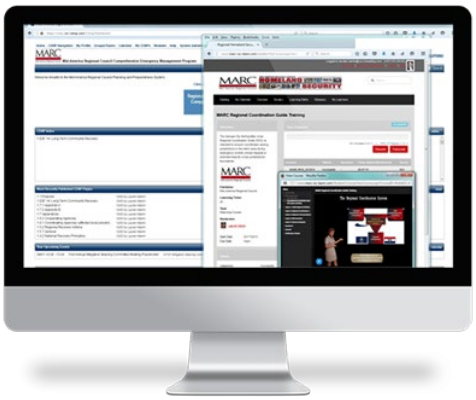
Information Sharing & Coordination

Odysseus™ features the unique characteristic of provides a standardized and flexible environment, allowing incident management teams a controlled but collaborative environment to share vital information.



Situational Awareness Sharing

Odysseus™ offers a dynamic environment and real-time collaboration across a system of-systems environment, promoting collaborative situational awareness and sharing throughout your community, neighbors, and supporting agencies.



Just-in-Time Training

When crisis strikes, communities often need to rely on volunteers, community partners, or existing staff to take on new roles and responsibilities. Odysseus™ provides a virtual learning environment that is integrated into Odysseus'™ comprehensive framework.



Integrate with Other Systems

Today, users want flexibility. Whether its emergency notification systems or other incident management tools or Microsoft 365 or other unique software solutions, Odysseus™ promotes the integration of other software that can elevate the power of Odysseus'™ creative and flexible platform.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

INTEGRATED SOLUTIONS CONSULTING

Integrated Solutions Consulting, Inc. (ISC) is a professional services firm focused on developing and implementing comprehensive crisis and consequence management solutions. We are recognized as innovative problem solvers, dedicated to the profession of emergency management and proficient in the disciplines that support it. As recipients of the Dun & Bradstreet Top Supplier Performance Rating for reliability, cost, order accuracy, timeliness, quality, business relations, personnel, customer support, and responsiveness, ISC proudly offers your community over 775+ years of experience, technical expertise, and unparalleled performance.

Attachment: Exhibit D - Integrated Solutions Consulting Proposal (2024-R-102 : Hurricane Milton Public Assistance Consulting)

RFP #25-PW-07 Disaster Cost Recovery & Related Grant Services					
Consultant Name	Proposer's Qualifications 50 Points	Similar Project Experience Within Local Governments 25 Points	Rates 25 Points	Point Score	RANKING
Integrity Group	44.0	20.0	25.0	89.0	2
Tetra Tech	48.0	25.0	24.5	97.5	1
Integrated Solutions Consulting	42.0	15.0	23.0	80.0	3
				0.0	
Reviewer	Antoine Khoury				

11-26-24

RFP #25-PW-07 Disaster Cost Recovery & Related Grant Services					
Consultant Name	Proposer's Qualifications 50 Points	Similar Project Experience Within Local Governments 25 Points	Rates 25 Points	Point Score	RANKING
Integrity Group	43.0	22.0	23.0	88.0	2
Tetra Tech	46.0	25.0	24.5	95.5	1
Integrated Solutions Consulting	42.0	18.0	25.0	85.0	3
Reviewer Josef Cruz					

RFP #25-PW-07 Disaster Cost Recovery & Related Grant Services

Consultant Name	Proposer's Qualifications 50 Points	Similar Project Experience Within Local Governments 25 Points	Rates 25 Points	Point Score	RANKING
Integrity Group	40.0	17.0	25.0	82.0	2
Tetra Tech	50.0	25.0	15.0	90.0	1
Integrated Solutions Consulting	45.0	17.0	20.0	82.0	2
				0.0	
Reviewer					

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 10, 2024**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Change Order No. 3 with Tetra-Tech, Inc., for Disaster Public Assistance Consulting Services, Extending the Period of Performance through May 31, 2025 and Increasing the Not-To-Exceed Amount of the Agreement to $180,114 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-106**
APPLICANT:
PLANNER:

DISCUSSION:

On November 22, 2022, the City Commission approved an agreement with Tetra Tech to provide public assistance consulting services following Hurricane Ian. The cost of these services were established in an amount not to exceed $160,000.

A no cost Change Order No. 1 was executed on September 26, 2023 extending the period of performance through May 23, 2024. On June 11, 2024, the Holly Hill City Commission approved Change Order No. 2 with Tetra Tech, Inc., to provide continuing disaster public assistance consulting for Hurricane Ian through December 31, 2024 and establishing a not to exceed cost of $169,851.31.

Due to a very lengthy review process from FEMA, an additional change order to extend consulting services for Hurricane Ian public assistance to May 31, 2025 has been proposed. The cost of this project extension is $10,262.69, bringing the total project cost to $180,114.

- Resolution 2022-R-90 awarding Tetra Tech with a contract to provide public assistance consulting services for Hurricane Ian is included under “Exhibit A”
- No cost Change Order No. 1 is included under “Exhibit B”
- Resolution 2024-R-36 approving Change Order No. 2 is included under “Exhibit C”
- A proposed Change Order No. 3 is included under “Exhibit D”

FISCAL ANALYSIS:

There are currently adequate funds in the Solid Waste account 495-3040-534.34-00 to cover the increased cost of Public Assistance Consulting in the proposed amount of $10,262.69. The total

cost of public assistance consulting is partially reimbursable as FEMA allows for reimbursement for direct administrative costs up to 5% of the total hurricane recovery cost.

STAFF RECOMMENDATION:

Approve Change Order No. 3 with Tetra Tech for disaster public assistance consulting services, extending the period of performance through May 31, 2025 and increasing the not-to-exceed amount of the agreement to $180,114 and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

RESOLUTION:

APPROVE CHANGE ORDER NUMBER THREE WITH TETRA TECH FOR DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH MAY 31, 2025 AND INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO $180,114 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Resolution 2022-R-90 (PDF)
- Exhibit B - Change Order No. 1 Fully Executed (PDF)
- Exhibit C - Resolution 2024-R-36 (PDF)
- Exhibit D - Tetra Tech Proposed Change Order No. 3 (PDF)

Resolution No. 2024-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER NO. 3 WITH TETRA-TECH, INC., FOR DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH MAY 31, 2025 AND INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO $180,114 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER NUMBER THREE (3) WITH TETRA TECH, INC. FOR DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH MAY 31, 2025 AND INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO $180,114 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved an agreement with Tetra-Tech, Inc., for disaster public assistance consulting in an amount not to exceed $160,000 on November 22, 2022 through Resolution 2022-R-90; and

WHEREAS, "No Cost" Change Order No. 1 was fully executed on September 26, 2023, extending the period of performance through May 23, 2024; and

WHEREAS, Change Order No. 2 extending the period of performance through December 31, 2024 and increasing the contract cost to $169,851.31 was approved on June 11, 2024; and

WHEREAS, Change Order No. 3 has been proposed to extend the period of performance of Hurricane Ian public assistance consulting through May 31, 2025 at a cost of $10,262.69, increasing the contract cost to $180,114.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve Change Order No. 3 with Tetra Tech, Inc., for disaster public assistance consulting services, extending the period of

performance through May 31, 2025 and increasing the not-to-exceed amount to $180,114 and authorizes the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 22, 2022
FROM: Antoine Khoury
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Cooperative Agreement with Tetra-Tech, Inc., to Provide Disaster Public Assistance Consulting Services for Hurricane Ian in an Amount Not to Exceed $160,000, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2022-R-90
APPLICANT:
PLANNER:

DISCUSSION:

Hurricane Ian has had a significant impact in the City of Holly Hill, and current estimates forecast a financial impact of $2,900,000 for public property damages, debris hauling services and debris monitoring services. This includes repair and replacement of City assets of $1,000,000, debris hauling in an amount not to exceed $1,400,000 and debris monitoring in an amount not to exceed $500,000.

In an effort to recover expenditures in as expedited manner as possible, staff recommend that the City contract with a disaster public assistance consulting contractor with considerable experience working with FEMA and a proven history of receiving reimbursement on behalf of their clients.

The City of Holly Hill currently is contracted with Tetra-Tech, Inc., to provide debris monitoring for Hurricane Ian. Tetra-Tech also provides disaster public assistance consulting and did an admirable job in helping the City receive reimbursements from the damages of Hurricane Irma in 2017.

Tetra-Tech has a current contract with Volusia County to provide disaster public assistance consulting services through County contract RSQ 17-SQ-43BB. Section 3.9 of this County contract includes language that may, “upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms and conditions.” A copy of Volusia County RSQ 17-SQ-43BB is included under ‘Exhibit A’ and the executed contract with Tetra-Tech included under ‘Exhibit B.’

A scope of work has been received from Tetra-Tech, which enumerates the tasks which will be done on behalf of the City to capture project costs, assist in getting City projects obligated in an expedited manner, submit reimbursement requests to FEMA and assist the City in being reimbursed in as expedited manner as possible. The cost of these services is $149,424. Tetra-Tech’s scope of services is included under ‘Exhibit C.’

Attachment: Exhibit A - Resolution 2022-R-90 (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

Staff recommend that the City Commission approve a cooperative purchasing agreement with Tetra Tech in an amount not to exceed $160,000. The cooperative purchasing agreement is included under 'Exhibit D.'

FISCAL ANALYSIS:

There are currently adequate funds in the Solid Waste account 495-3040-535-3400 to cover the cost of Public Assistance Consulting.

STAFF RECOMMENDATION:

Approve a cooperative purchasing agreement with Tetra-Tech, Inc., to provide disaster public assistance consulting services for Hurricane Ian in an amount not to exceed $160,000 and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

RESOLUTION:

APPROVE A COOPERATIVE PURCHASING AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $160,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Volusia County RSQ 17-SQ-43BB (PDF)
- Exhibit B - Volusia County Tetra Tech Executed Contract (PDF)
- Exhibit C - Public Assistance Consulting Scope of Work (PDF)
- Exhibit D - Cooperative Purchasing Agreement (PDF)

Attachment: Exhibit A - Resolution 2022-R-90 (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

Resolution No. 2022-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A COOPERATIVE AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES FOR HURRICANE IAN IN AN AMOUNT NOT TO EXCEED $160,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A COOPERATIVE AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES FOR HURRICANE IAN IN AN AMOUNT NOT TO EXCEED $160,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires a contractor to provide disaster public assistance consulting to assist in the recovery of expenditures from Hurricane Ian; and

WHEREAS, Tetra-Tech has an active agreement with Volusia County for disaster public assistance consulting services which allows for cooperative purchasing agreements; and

WHEREAS, the City is currently contracted with Tetra-Tech to provide debris monitoring services and has benefited from using Tetra-Tech for public assistance consulting services during Hurricane Irma.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve a cooperative purchasing agreement with Tetra-Tech, Inc., to provide disaster public assistance consulting services for Hurricane Ian in an amount not to exceed $160,000, and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect

Attachment: Exhibit A - Resolution 2022-R-90 (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of NOVEMBER, 2022.

Chris Via, Mayor 11/22/2022

Valerie Manning, City Clerk,CMC 11/22/2022

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Danio, Johnson
EXCUSED:	Currie

Attachment: Exhibit A - Resolution 2022-R-90 (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

WORK ASSIGNMENT No. 001-2022
CITY OF HOLLY HILL, FLORIDA
TETRA TECH, INC.

CHANGE ORDER NO. 1

In accordance with **WORK ASSIGNMENT No. 001-2022** dated 12/22/2023, between the **City of Holly Hill,** a political subdivision of the State of Florida, hereinafter referred to as "City" and **Tetra Tech, Inc.,** hereinafter referred to as "Consultant" the City hereby authorizes the services be performed for the Period of Performance (POP) set forth herein:

TITLE OF THE PROJECT: 2022 Hurricane Ian | FEMA Public Assistance Program Management Support

The Task Order is amended as follows:

DURATION OF WORK:
The period of performance end date is extended through May 23, 2024.

SCOPE OF SERVICES:
No Change

ESTIMATED COST (not to exceed)
No Change

This Change Order No. 1 provides a "no cost" time extension through May 23, 2024.

The individuals executing this change order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this change order on behalf of the respective legal entities of the Consultant and City.

APPROVED BY:

For CITY OF HOLLY HILL, a political subdivision of the State of Florida:

Signature:
Name/Title: Joseph Forte City Mgr
Date: 9.26.2023

For TETRA TECH, INC.

Signature:
Name/Title Jonathan Burgiel
Date: 09/25/2023

Attachment: Exhibit B - Change Order No. 1 Fully Executed (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **June 11, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Change Order No. 2 with Tetra Tech, Inc., for Disaster Public Assistance Consulting Services, Extending the Period of Performance through December 31, 2024 and Increasing the Not-To-Exceed Amount of the Agreement to $169,851.31 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-36**
APPLICANT:
PLANNER:

DISCUSSION:

On November 6, 2022, the Holly Hill City Commission approved an agreement with Tetra Tech, Inc., to provide disaster public assistance consulting following damages to City properties during Hurricane Ian. This agreement included terms through November 22, 2023 and a cost not to exceed $160,000. The resolution approving this agreement is included under “Exhibit A”.

Due to a very lengthy review process from FEMA, the City executed a “no-cost” change order extending the duration of work through May 23, 2024. The fully executed Change Order Number 1 is included under “Exhibit B”.

Unfortunately, as of this date, FEMA is still in the review process for items damaged during Hurricane Ian. As such, Tetra Tech has proposed an additional change order extending the duration of work through December 31, 2024.

Tetra Tech’s cost proposal was originally $149,424. In order to allow for additional work as needed, the City Commission approved a not to exceed cost of $160,000 for public assistance consulting. Due to the additional amount of time required to assist the City through December 31, 2024, an increase of the contract amount to $169,851.31 is proposed through Change Order No. 2. This change order is included under “Exhibit C”.

FISCAL ANALYSIS:

There are currently adequate funds in the Solid Waste account 495-3040-534-3400 to cover the increased cost of Public Assistance Consulting.

Attachment: Exhibit C - Resolution 2024-R-36 (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

STAFF RECOMMENDATION:

Approve Change Order No. 2 with Tetra Tech for disaster public assistance consulting services, extending the period of performance through December 31, 2024 and increasing the not-to-exceed amount of the agreement to $169,851.31 and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

RESOLUTION:

APPROVE CHANGE ORDER NO. 2 WITH TETRA TECH FOR DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024 AND INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO $169,851.31 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Resolution 2022-90 (PDF)
- Exhibit B - Change Order No. 1 Fully Executed (PDF)
- Exhibit C - Proposed Changer Order No. 2 (PDF)

Attachment: Exhibit C - Resolution 2024-R-36 (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

Resolution No. 2024-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER NO. 2 WITH TETRA TECH, INC., FOR DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024 AND INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO $169,851.31 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER NO. 2 WITH TETRA TECH, INC., FOR DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024 AND INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO $169,851.31 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved an agreement with Tetra-Tech, Inc., for disaster public assistance consulting in an amount not to exceed $160,000 on November 22, 2022 through Resolution 2022-90; and

WHEREAS, "No Cost" Change Order No. 1 was fully executed on September 26, 2023, extending the period of performance through May 23, 2024; and

WHEREAS, due to extensive FEMA review, an additional change order has been proposed extending the period of performance through December 31, 2024 and increase the "not to exceed" cost to $169,851.31.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve Change Order No. 2 with Tetra Tech, Inc., for disaster public assistance consulting services, extending the period of performance through December 31, 2024 and increasing the not-to-exceed amount to $169,851.31 and authorizes the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this

Attachment: Exhibit C - Resolution 2024-R-36 (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 11th day of JUNE, 2024.

Chris Via, Mayor 6/11/2024

Valerie Manning, City Clerk,CMC 6/11/2024

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

Attachment: Exhibit C - Resolution 2024-R-36 (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

WORK ASSIGNMENT No. 001-2022
CITY OF HOLLY HILL, FLORIDA
TETRA TECH, INC.

CHANGE ORDER NO. 2

In accordance with **WORK ASSIGNMENT No. 001-2022** dated 12/22/2023, between the **City of Holly Hill,** a political subdivision of the State of Florida, hereinafter referred to as "City" and **Tetra Tech, Inc.,** hereinafter referred to as "Consultant" the City hereby authorizes the services be performed for the Period of Performance (POP) set forth herein:

TITLE OF THE PROJECT: 2022 Hurricane Ian | FEMA Public Assistance Program Management Support

The Task Order is amended as follows:

DURATION OF WORK:
The period of performance end date is extended through December 31, 2024.

SCOPE OF SERVICES:
No Change

ESTIMATED COST (not to exceed)
As the project is still ongoing, the not-to-exceed amount is increased by $20,427.31 from $149,424.00 to $169,851.31.

This Change Order No. 2 provides a time extension and cost increase.

The individuals executing this change order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this change order on behalf of the respective legal entities of the Consultant and City.

APPROVED BY:

For CITY OF HOLLY HILL, a political subdivision of the State of Florida:

Signature:
Name/Title: Joseph A. Forte City Manager 6/13/2024

For TETRA TECH, INC.

Signature:
Name/Title Jonathan Burgiel

Attachment: Exhibit C - Resolution 2024-R-36 (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

WORK ASSIGNMENT No. 001-2022
CITY OF HOLLY HILL, FLORIDA
TETRA TECH, INC.

CHANGE ORDER NO. 3

In accordance with **WORK ASSIGNMENT No. 001-2022** dated 12/22/2023, between the **City of Holly Hill, FL** a political subdivision of the State of Florida, hereinafter referred to as "City" and **Tetra Tech, Inc.,** hereinafter referred to as "Consultant", the City hereby authorizes the services be performed for the updated Period of Performance (POP) and compensation as set forth herein:

TITLE OF THE PROJECT: 2022 Hurricane Ian | FEMA Public Assistance Program Management Support

The Task Order is amended as follows:

DURATION OF WORK:
The period of performance end date is extended through **May 31, 2025.**

SCOPE OF SERVICES:
No Change

ESTIMATED COST (not to exceed)
As the project is still ongoing, the not-to-exceed amount is increased by $10,262.69 from $169,851.31 to **$180,114.00.**

This Change Order No. 3 provides for a time extension and cost increase.

The individuals executing this change order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this change order on behalf of the respective legal entities of the Consultant and City.

APPROVED BY:

For CITY OF HOLLY HILL, a political subdivision of the State of Florida:	**For TETRA TECH, INC.**
Signature: _____	Signature: _____
Name/Title: _____	Name/Title Jonathan Burgiel, Business Unit President

Attachment: Exhibit D - Tetra Tech Proposed Change Order No. 3 (2024-R-106 : Tetra-Tech, Inc. - Change Order No. 3 - Task Order Amendment)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 10, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Awarding a Task Order to Black Sands Development Group for the Construction of the Phase 1 - 3Rd Street Water Main Improvements at a Cost of $1,061,239.57 and Authorizing the City Manager to Execute the Same; Providing Severability; and Providing an Effective Date.**
NUMBER: **2024-R-103**
APPLICANT:
PLANNER:

DISCUSSION:

The City Utility's Master Plan identified that galvanized iron pipe within the water distribution system was nearing the end of its useful life and recommended a replacement program. The City's Annual Utility Capital Budget includes funding to systematically replace galvanized iron pipe with new mains made of modern PVC and HDPE.

Mead and Hunt, Inc., was contracted to design and permit the 3rd Street Water Main Improvements with Resolution No. 2022-R-62. The goal of the project was to replace the existing water mains with new mains to improve water quality, quantity and pressure with a new larger 6 inch water loop with 2 inch looped services.

The 3rd Street Water Main Improvement Project has been designed to be broken up into four (4) economical phases with an estimated total construction for all phases to be around $2,500,000.00. The first phase is the largest and will replace about ½ mile of old galvanized iron pipe in the southeast corner of the City's water distribution system that has shown significant fatigue. Specifically, Phase 1 includes pipe replacement on: Gibbons Avenue, Jeffrey Avenue, Tracy Avenue, and Michael Avenue.

The City Utility established a Utility Infrastructure and Site Restoration Service contract earlier this year with Black Sands Development Group with Resolution 2024-R-13 for construction services. Resolution 2024-R-13 as attached as "Exhibit A". Under the terms of the agreement, Black Sands Development Group has provided an itemized task order to complete the Phase 1 - 3rd Street Water Main Improvement Project based on Mead and Hunt's engineering plans. The Black Sands Development Group task order for $1,061,239.57 is attached as "Exhibit B".

Mead and Hunt, Inc., has reviewed the task order with respect to their plans and found it complete to construct the state permitted improvements. Mead and Hunt's task review is attached as "Exhibit C". Mead and Hunt, Inc., will provide Construction Engineering & Inspection (CEI) for the project under their current scope of work.

FISCAL ANALYSIS:

The City's approved Utility Capital Plan include funding for Phase 1 of The 3rd Street Water Main Capital Improvement with Project 25WA02. There is sufficient capital funds for the Black Sands Development Group task order of $1,061,239.57 in general ledger account 400-8110-580-6300 for the Phase 1 construction of the water main replacement project. Black Sands Development Group was awarded a continuous Utility Infrastructure and Site Restoration Service Contract with Resolution 2024-R-13. The engineer for the project design, permitting and construction observation, Mead and Hunt, Inc., was previously approved with Resolution 2022-R-62. The Engineering and Construction Management Services are consistent with the Florida Consultants' Competitive Negotiation Act (CCNA), which was increased from not to exceed $4 million to $7.5 million effective July 1, 2024 to economically expedite capital projects that were originally procured with a competitive purchasing process.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff accepting the task order with Black Sands Development Group and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE TASK ORDER WITH BLACK SANDS DEVELOPMENT GROUP FOR THE PHASE 1 - 3RD STREET WATER MAIN IMPROVEMENTS IN THE AMOUNT OF $1,061,239.57 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE FOR THE CONSTRUCTION SERVICES.

ATTACHMENTS:

- Exhibit A - APPROVED - Resolution 2024-R-13 - Black Sands (DOC)
- Exhibit B - Black Sands Task Order for Phase 1 (PDF)

- Exhibit C - Mead and Hunt - 3rd St Task Order Review and Recommendation (PDF)

Resolution No. 2024-103

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A TASK ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE CONSTRUCTION OF THE PHASE 1 - 3RD STREET WATER MAIN IMPROVEMENTS AT A COST OF $1,061,239.57 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A TASK ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE CONSTRUCTION OF THE PHASE 1 - 3RD STREET WATER MAIN IMPROVEMENTS AT A COST OF $1,061,239.57 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility assesses user fees for water that includes Capital Funding to maintain and improve utility infrastructure with Capital Improvements; and

WHEREAS, the City contracted with Mead & Hunt, Inc., to design, permit and oversee the 3rd Street Water Main Improvements Project; and

WHEREAS, the City entered into a contract with Black Sands Development Group with Resolution 2024-R-13 for Utility Infrastructure & Restoration Services; and

WHEREAS, the Black Sands Development Group provided a Task Order utilizing unit pricing under their City service contract agreement for $1,061,239.57 pursuant to the permitted water main improvement for phase 1 of the 3rd Street Area; and

WHEREAS, the project engineer of record, Mead & Hunt, Inc., has reviewed Black Sands Development Groups task order and found their design to be consistent with Florida State Permit conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission accepts the task order from Black Sands Development Group for $1,061,239.57 for construction of the Phase 1 - 3rd Street Water Main

Improvements pursuant to the Utility Infrastructure and Site Restoration Service Contract awarded with Resolution 2024-R-13.

SECTION 2. That the City Commission of the City of Holly Hill does hereby award the task order to Black Sands Development Group and authorize the City Manager to enter into an agreement with Black Sands Development Group to provide for the Construction of the Phase 1 - 3rd Street Water Main Improvements.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **March 12, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Utility Infrastructure Construction and Restoration Services to Black Sands Development Group as a Primary Contractor and to Cathcart Construction Company Fl, LLC as a Secondary Contractor, and Authorizing the City Manager to Enter into Agreements with the Selected Consultants; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-13**
APPLICANT:
PLANNER:

DISCUSSION:

The Public Works Department issued a Request For Proposal (RFP) for Utility Infrastructure Construction and Restoration Services to the City of Holly Hill. The RFP is attached as "Exhibit A".

The intent of the RPF was to provide competitive unit pricing for continuous utility construction and restoration services as needed to support the Public Works water, wastewater, reclaimed and stormwater infrastructure. Construction and restoration items covered on the line item bid support the installation and repairing of water mains, including the annual replacement of galvanized pipe, sewer collection and force mains, reclaimed water mains and stormwater drainage pipes and structures. Additional work includes emergency response services as needed to quickly remediate breaks and malfunctions to protect the health and well-being of the community.

The city received two complete RFP responses on February 22, 2024. The responsive bidders were Cathcart Construction Company FL, LLC and Black Sands Development Group, LLC. The bids are attached as "Exhibit B" and "Exhibit C" respectfully.

The RFP included an evaluation process to review qualifications needed to perform the required utility infrastructure construction, review the ability of the contractors to respond in a timely manner, and review pricing in order to rank the submitting contractors. The Evaluation Committee met on Wednesday February 28, 2024 at 8:30 AM in a properly noticed public meeting. Both contractors were found to be experienced and capable to assist the City with Utility Infrastructure Construction and Restoration tasks.

The evaluation committee recommends that for this RFP be awarded as a primary and secondary

Attachment: Exhibit A - APPROVED - Resolution 2024-R-13 - Black Sands (2024-R-103 : 3Rd Street Water Main Improvements)

contractor to ensure the utility has adequate response to emergency repairs or resources beyond the primary vendor based on the rank as follows:

Rank	Contractor Name	Committee Point Score
1st	Black Sands Development Group, LLC	281 of 300 points
2nd	Cathcart Construction Company FL. LLC	234 of 300 points

Evaluation Committee Matrixes are included under "Exhibit D".

The term for the contracts will be for one (1) year with four (4) additional one (1) year renewal options at the direction of the City Manager. Specific projects will be assigned discrete task orders as awarded in accordance with City Purchasing Policy and Florida Statues.

FISCAL ANALYSIS:

There are no costs affiliated by making this award, with any expenditures made through discrete task orders in accordance to City purchasing policy requirements.

These contract services will be for planned repair services, emergency repairs and approved capital projects and restoration services provided by the City Utility. The current fiscal year has approved line items in the Water, Sewer and Stormwater operational budgets under general ledger accounts 400-3010-533-4601, 400-3020-535-4601 and 460-3080-538-4601 respectively. These operational budget line items are funded through the annual budget process. Capital Improvement Projects or renewal and replacement projects in excess of $50,000.00 will be brought to the City Commission pursuant to the City Purchasing Policy Manual.

STAFF RECOMMENDATION:

Staff recommends that the City Commission award the contract of Utility Infrastructure Construction and Restoration Services to Black Sands Development Group as a primary contractor and to Cathcart Construction Company FL., LLC as a secondary contractor and authorize the City Manager to enter into agreements with the selected consultants.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #4: Provide proficient public health and safety services in terms of police and fire

Attachment: Exhibit A - APPROVED - Resolution 2024-R-13 - Black Sands (2024-R-103 : 3Rd Street Water Main Improvements)

protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

Approve the award of Utility Infrastructure Construction and Restoration Services to Black Sands Development Group as a primary contractor and to Cathcart Construction Company FL., LLC as a secondary contractor and authorize the City Manager to enter into agreements with these selected consultants.

ATTACHMENTS:

- Exhibit A - RFP 24PW02 (PDF)
- Exhibit B - Black Sands Development Group Submittal (PDF)
- Exhibit C - Cathcart Construction Company Submittal (PDF)
- Exhibit D - Evaluation Committee Matrixes (PDF)

Attachment: Exhibit A - APPROVED - Resolution 2024-R-13 - Black Sands (2024-R-103 : 3Rd Street Water Main Improvements)

Resolution No. 2024-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING UTILITY INFRASTRUCTURE CONSTRUCTION AND RESTORATION SERVICES TO BLACK SANDS DEVELOPMENT GROUP AS A PRIMARY CONTRACTOR AND TO CATHCART CONSTRUCTION COMPANY FL, LLC AS A SECONDARY CONTRACTOR, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE SELECTED CONSULTANTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING UTILITY INFRASTRUCTURE CONSTRUCTION AND RESTORATION SERVICES TO BLACK SANDS DEVELOPMENT GROUP AS A PRIMARY CONTRACTOR AND TO CATHCART CONSTRUCTION COMPANY FL, LLC AS A SECONDARY CONTRACTOR, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE SELECTED CONSULTANTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to expedite utility repairs and projects and ensure that competitive rates are received, it is in the City's best interest to have an active contract with utility construction contractors; and

WHEREAS, a Request for Proposals (RFP) was advertised for Utility Infrastructure Construction and Restoration Services with two responses received; and

WHEREAS, an Evaluation Committee met on February 28, 2024 and unanimously agreed that Black Sands Development Group, LLC should be recommended as a primary contractor and Cathcart Construction Company FL, LLC should be recommended as a secondary contractor; and

WHEREAS, no expenditures are being approved at this time as part of this award.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby award Black Sands Development Group, LLC as the primary contractor for Utility Construction and Restoration

Attachment: Exhibit A - APPROVED - Resolution 2024-R-13 - Black Sands (2024-R-103 : 3Rd Street Water Main Improvements)

Services and authorizes the City Manager to execute the same.

SECTION 2. That the City Commission does hereby award Cathcart Construction Company FL, LLC as the secondary contractor for Utility Construction and Restoration Services and authorizes the City Manager to execute the same.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 12th day of MARCH, 2024.

Chris Via, Mayor 3/12/2024

Valerie Manning, City Clerk,CMC 3/12/2024

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
EXCUSED:	Johnson

Attachment: Exhibit A - APPROVED - Resolution 2024-R-13 - Black Sands (2024-R-103 : 3Rd Street Water Main Improvements)

Black Sands - ITEMIZED BID WORKSHEET FORM 2024

RFP # 24-PW-02 For UTILITY INFRASTRUCTURE & SITE RESTORATION SERVICES TASK ORDERS

Bidder to complete Maximum Unit Price Item prices**. TASK: 3RD ST WM REPLACEMNT PH 1**

Future TBA Task orders will be issued based actual "Quanity" and "Unit Price Item" costs for each project and restoration services as funded by City the budget.

Line Item Pricing to Develop Project & Restoration Task Orders
Note: If not bidding on an item, indicate "No Bid" in Unit Price cell.
Note: If no cost for item, indicate $0.00 or "N/C" (no charge) in Unit Price cell.
Note: Unit Prices are "Maximum Unit Prices" for the term of the contract. Units price may be less but not more based on Work Order Assignments which includes subcontractor items such as directional drilling and dewatering services.
(Contractors are encouraged to subcontract specialty services not performed in-house to complete unit pricing.)

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
1.00 Mobilization, Traffic Control and Project Documentation					
1.01	Mobilization/Demobilization (Not exceed 10% of task order)	%	0.10	10%	Moved to bottom
1.02	Maintenance of Traffic (Not to exceed 5% of task order)	%	0.05	5%	Moved to bottom
1.03	Arrow Board / Advance Warning Flashing	ED	0	$ 65.00	$ -
1.04	Portable Changeable Message Sign, Temp.	ED	0	$ 75.00	$ -
1.05	Pre Construction Video of Work Area	EA	5	$ 1,200.00	$ 6,000.00
1.06	Utility System Record Drawings	EA	5	$ 3,700.00	$ 18,500.00
1.07	FDEP Partial and Final Clearance Testing/Certifications	EA	5	$ 2,500.00	$ 12,500.00
1.08	FDEP Final Clearance Testing/Certifications	EA	5	$ 1,006.43	$ 5,032.15
1.09	Utility Survey and Layout Staking	EA	5	$ 6,800.00	$ 34,000.00
1.09	FL/Federal Funding Req. (Not exceed 5% of task order)	%	0.05	5%	Moved to bottom
				Subtotal-Section 1	**$ 76,032.15**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
2.00 General Site Work and Site Protection					
2.01	Sediment Barrier (Silt Fence)	LF	0	$ 5.25	$ -
2.02	Inlet Protection System	EA	0	$ 365.00	$ -
2.03	Clearing and Grubbing	SY	0	$ 15.00	$ -
2.04	Removal of Existing Structure	SF	0	$ 150.00	$ -
2.05	Removal of Existing Concrete Pavement	SY	400	$ 13.00	$ 5,205.72
2.06	Regular Excavation	CY	222	$ 35.00	$ 7,767.20
2.07	Borrow Excavation, Truck Measure	CY	0	$ 30.00	$ -
2.08	Embankment	CY	0	$ 30.00	$ -
2.09	Excavation for Structures	CY	0	$ 30.00	$ -
				Subtotal-Section 2	**$ 12,972.92**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
3.00 Water Main Potable/Reclaimed (Including fittings, pipe, materials and restoration)					
3.01	Utility Pipe, F&I, Water Main, 2" PVC DR18	LF	0	$ 25.00	$ -
3.02	Utility Pipe, F&I, Water Main, 4" PVC DR18	LF	0	$ 27.00	$ -
3.03	Utility Pipe, F&I, Water Main, 6" PVC DR18	LF	0	$ 35.00	$ -

Attachment: Exhibit B - Black Sands Task Order for Phase 1 (2024-R-103 : 3Rd Street Water Main Improvements)

3.04	Utility Pipe, F&I, Water Main, 8" PVC DR18	LF	0	$ 44.00	$ -
3.05	Utility Pipe, F&I, Water Main, 10" PVC DR18	LF	0	$ 53.00	$ -
3.06	Utility Pipe, F&I, Water Main, 12" PVC DR18	LF	0	$ 59.00	$ -
3.07	Utility Pipe, F&I, Water Main, 16" PVC DR18	LF	0	$ 63.00	$ -
3.08	Utility Pipe, F&I, Water Main, 18" PVC DR18	LF	0	$ 70.00	$ -
3.09	Utility Pipe, F&I, Water Main, 20" PVC DR18	LF	0	$ 75.00	$ -
3.10	Utility Pipe, F&I, Water Main 2" Directional Drill HDD/HDPE	LF	3431	$ 82.81	$ 284,121.11
3.11	Utility Pipe, F&I, Water Main 4" Directional Drill HDD/HDPE	LF	0	$ 100.31	$ -
3.12	Utility Pipe, F&I, Water Main 6" Directional Drill HDD/HDPE	LF	1488	$ 115.99	$ 172,593.12
3.13	Utility Pipe, F&I, Water Main 8" Directional Drill HDD/HDPE	LF	33	$ 133.89	$ 4,418.37
3.14	Utility Pipe, F&I, Water Main 10" Directional Drill HDD/HDPE	LF	0	$ 158.75	$ -
3.15	Utility Pipe, F&I, Water Main 12" Directional Drill HDD/HDPE	LF	0	$ 195.14	$ -
3.16	Utility Pipe, Water Main, Remove/Dispose, Galv. 0"-1.9"	LF	0	$ 15.00	$ -
3.17	Utility Pipe, Water Main, Remove/Dispose, 2"	LF	0	$ 17.00	$ -
3.18	Utility Pipe, Water Main, Remove/Dispose, 4"	LF	0	$ 18.00	$ -
3.19	Utility Pipe, Water Main, Remove/Dispose, 6"	LF	0	$ 20.00	$ -
3.20	Utility Pipe, Water Main, Remove/Dispose, 8"	LF	0	$ 20.00	$ -
3.21	Utility Pipe, Water Main, Remove/Dispose, 10"	LF	0	$ 22.00	$ -
3.22	Utility Pipe, Water Main, Remove/Dispose, 12"	LF	0	$ 25.00	$ -
3.23	Utility Pipe, Water Main, Plug & Out of Service, 0"-1.9"	LF	0	$ 14.00	$ -
3.24	Utility Pipe, Water Main, Plug & Out of Service, 2"	LF	0	$ 15.00	$ -
3.25	Utility Pipe, Water Main, Plug & Out of Service, 4"	LF	0	$ 16.00	$ -
3.26	Utility Pipe, Water Main, Plug & Out of Service, 6"	LF	114	$ 18.00	$ 2,052.00
3.27	Utility Pipe, Water Main, Plug & Out of Service, 8"	LF	0	$ 20.00	$ -
3.28	Utility Pipe, Water Main, Plug & Out of Service, 10"	LF	0	$ 20.00	$ -
3.29	Utility Pipe, Water Main, Plug & Out of Service, 12"	LF	0	$ 22.00	$ -
				Subtotal-Section 3	**$ 463,184.60**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
4.00 Dewatering Equipment not otherwise specified under installation line items					
4.01	Quiet dewatering system (minimum 200 foot with well points for up to	LS	0	$ 10,600.00	$ -
4.02	Driveway Crossings (28 Days each)	LS	0	$ 21.00	$ -
4.03	Additional Well Points	EA	0	$ 55.00	$ -
4.04	Additional Header pipe	LF	0	$ 7.75	$ -
4.05	Sand for well per load (up to 400 foot of well points)	EA	0	$ 265.00	$ -
				Subtotal-Section 4	**$ -**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
5.00 Utility - Water Services (Including fittings, pipe, materials and restoration)					
5.01	Utility Fixture, F&I, Water, Meter and Meter Box on 0"-1.9" WM	EA	0	$ 750.00	$ -
5.02	Utility Fixture, F&I, Water, Backflow Assembly on 0"-1.9" WM	EA	0	$ 850.00	$ -
5.03	Utility Fixture, F&I, Water, Saddle on 0"-1.9" WM	EA	0	$ 250.00	$ -
5.04	Utility Fixture, F&I, Water, Gate Valve Assembly on 0"-1.9" WM	EA	0	$ 295.00	$ -
5.05	Utility Fixture, F&I, Water, Meter and Meter Box on 2" WM	EA	0	$ 850.00	$ -
5.06	Utility Fixture, F&I, Water, Saddle on 2" WM	EA	0	$ 275.00	$ -

Attachment: Exhibit B - Black Sands Task Order for Phase 1 (2024-R-103 : 3Rd Street Water Main Improvements)

5.07	Utility Fixture, F&I, Water, Gate Valve Assembly on 2" WM	EA	0	$ 365.00	$ -
5.08	Utility Fixture, F&I, Water, Line Stop Assembly on 2" WM	EA	0	$ 4,850.00	$ -
5.09	Utility Fixture, F&I, Water, Mech Joint Restraint on 2" WM	EA	0	$ 125.00	$ -
5.10	Utility Fixture, F&I, Water, Meter and Meter Box on 4" WM	EA	0	$ 825.00	$ -
5.11	Utility Fixture, F&I, Water, Saddle on 4" WM	EA	0	$ 200.00	$ -
5.12	Utility Fixture, F&I, Water, Gate Valve Assembly on 4" WM	EA	0	$ 675.00	$ -
5.13	Utility Fixture, F&I, Water, Line Stop Assembly on 4" WM	EA	0	$ 7,230.00	$ -
5.14	Utility Fixture, F&I, Water, Mech Joint Restraint on 4" WM	EA	0	$ 205.00	$ -
5.15	Utility Fixture, F&I, Water, Meter and Meter Box on 6" WM	EA	0	$ 825.00	$ -
5.16	Utility Fixture, F&I, Water, Saddle on 6" WM	EA	7	$ 850.00	$ 5,950.00
5.17	Utility Fixture, F&I, Water, Gate Valve Assembly on 6" WM	EA	45	$ 2,250.00	$ 101,250.00
5.18	Utility Fixture, F&I, Water, Line Stop Assembly on 6" WM	EA	0	$ 8,240.00	$ -
5.19	Utility Fixture, F&I, Water, Mech Joint Restraint on 6" WM	EA	0	$ 250.00	$ -
5.20	Utility Fixture, F&I, Water, Meter and Meter Box on 8" WM	EA	0	$ 925.00	$ -
5.21	Utility Fixture, F&I, Water, Saddle on 8" WM	EA	0	$ 1,005.00	$ -
5.22	Utility Fixture, F&I, Water, Gate Valve Assembly on 8" WM	EA	0	$ 2,400.00	$ -
5.23	Utility Fixture, F&I, Water, Line Stop Assembly on 8" WM	EA	0	$ 9,405.00	$ -
5.24	Utility Fixture, F&I, Water, Mech Joint Restraint on 8" WM	EA	0	$ 375.00	$ -
5.25	Utility Fixture, F&I, Water, Meter and Meter Box on 10" WM	EA	0	$ 925.00	$ -
5.26	Utility Fixture, F&I, Water, Saddle on 10" WM	EA	0	$ 1,150.00	$ -
5.27	Utility Fixture, F&I, Water, Gate Valve Assembly on 10" WM	EA	0	$ 3,250.00	$ -
5.28	Utility Fixture, F&I, Water, Line Stop Assembly on 10" WM	EA	0	$ 10,280.00	$ -
5.29	Utility Fixture, F&I, Water, Mech Joint Restraint on 10" WM	EA	0	$ 525.00	$ -
5.30	Utility Fixture, F&I, Water, Meter and Meter Box on 12" WM	EA	0	$ 1,025.00	$ -
5.31	Utility Fixture, F&I, Water, Saddle on 12" WM	EA	0	$ 1,250.00	$ -
5.32	Utility Fixture, F&I, Water, Gate Valve Assembly on 12" WM	EA	0	$ 3,950.00	$ -
5.33	Utility Fixture, F&I, Water, Line Stop Assembly on 12" WM	EA	0	$ 10,745.00	$ -
5.34	Utility Fixture, F&I, Water, Mech Joint Restraint on 12" WM	EA	0	$ 3,500.00	$ -
5.35	Utility Fixture, F&I, 1” Single Short Water Service on 0"-2"	EA	0	$ 750.00	$ -
5.36	Utility Fixture, F&I, 1” Single Long Water Service on 0"-2"	EA	0	$ 2,000.00	$ -
5.37	Utility Fixture, F&I, 1.5” Double Short Water Service on 0"-2"	EA	0	$ 800.00	$ -
5.38	Utility Fixture, F&I, 1.5” Double Long Water Service on 0"-2"	EA	0	$ 2,200.00	$ -
5.43	Utility Fixture, F&I, 1” Single Short Water Service on 4"	EA	0	$ 775.00	$ -
5.44	Utility Fixture, F&I, 1” Single Long Water Service on 4"	EA	0	$ 2,050.00	$ -
5.45	Utility Fixture, F&I, 1.5” Double Short Water Service on 4"	EA	0	$ 825.00	$ -
5.46	Utility Fixture, F&I, 1.5” Double Long Water Service on 4"	EA	0	$ 2,225.00	$ -
5.47	Utility Fixture, F&I, 1” Single Short Water Service on 6"	EA	0	$ 800.00	$ -
5.48	Utility Fixture, F&I, 1” Single Long Water Service on 6"	EA	0	$ 2,050.00	$ -
5.49	Utility Fixture, F&I, 1.5” Double Short Water Service on 6"	EA	0	$ 850.00	$ -
5.50	Utility Fixture, F&I, 1.5” Double Long Water Service on 6"	EA	0	$ 2,250.00	$ -
5.51	Utility Fixture, F&I, 1” Single Short Water Service on 8"	EA	0	$ 800.00	$ -
5.52	Utility Fixture, F&I, 1” Single Long Water Service on 8"	EA	0	$ 2,100.00	$ -
5.53	Utility Fixture, F&I, 1.5” Double Short Water Service on 8"	EA	0	$ 900.00	$ -
5.54	Utility Fixture, F&I, 1.5” Double Long Water Service on 8"	EA	0	$ 2,300.00	$ -
5.55	Utility Fixture, F&I, 1” Single Short Water Service on 10"	EA	0	$ 950.00	$ -
5.56	Utility Fixture, F&I, 1” Single Long Water Service on 10"	EA	0	$ 2,400.00	$ -
5.57	Utility Fixture, F&I, 1.5” Double Short Water Service on 10"	EA	0	$ 1,000.00	$ -
5.58	Utility Fixture, F&I, 1.5” Double Long Water Service on 10"	EA	0	$ 2,600.00	$ -

5.59	Utility Fixture, F&I, 1” Single Short Water Service on 12"	EA	0	$ 1,100.00	$ -
5.60	Utility Fixture, F&I, 1” Single Long Water Service on 12"	EA	0	$ 2,500.00	$ -
5.61	Utility Fixture, F&I, 1.5” Double Short Water Service on 12"	EA	0	$ 1,200.00	$ -
5.62	Utility Fixture, F&I, 1.5” Double Long Water Service on 12"	EA	0	$ 2,600.00	$ -
5.63	Utility Fixture, F&I, Single Meter Box	EA	48	$ 350.00	$ 16,800.00
5.64	Utility Fixture, F&I, Double Meter Box	EA	11	$ 500.00	$ 5,500.00
				Subtotal-Section 5	**$ 129,500.00**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
6.00	**Fire Hydrants**				
6.01	Fire Hydrant Assembly, Stnd 3 Way, F&I, 6”	EA	5	$ 7,800.00	$ 39,000.00
6.02	Fire Hydrant, Adjust & Modify	EA	0	$ 3,700.00	$ -
6.03	Fire Hydrant Relocate	EA	0	$ 3,700.00	$ -
6.04	Fire Hydrant Remove	EA	0	$ 2,600.00	$ -
6.05	FH Assembly Connection Fitting - 6"x6"x6" MJ Tee - FH to Main	EA	0	$ 1,030.00	$ -
6.06	FH Assembly Connection Fitting - 8"x8"x6" MJ Tee - FH to Main	EA	0	$ 1,270.00	$ -
6.07	FH Assembly Connection Fitting-10"x10"x6" MJ Tee-FH to Main	EA	0	$ 1,790.00	$ -
6.08	FH Assembly Connection Fitting-12"x12"x6" MJ Tee-FH to Main	EA	0	$ 2,037.50	$ -
6.09	FH Assembly Connection Fitting - 6" MJ 90° Elbow - FH to Main	EA	0	$ 695.00	$ -
6.10	FH Assembly Connection Fitting - 8" MJ 90° Elbow - FH to Main	EA	0	$ 970.00	$ -
6.11	FH Assembly Connection Fitting-10" MJ 90° Elbow - FH to Main	EA	0	$ 1,607.50	$ -
6.12	FH Assembly Connection Fitting-12" MJ 90° Elbow - FH to Main	EA	0	$ 1,917.50	$ -
				Subtotal-Section 6	**$ 39,000.00**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
7.00	**Utility - Sewer Service (Including fittings, pipe, materials and restoration)**				
7.01	Utility Pipe, F&I, Sewer, 2" PVC DR18	LF	0	$ 200.00	$ -
7.02	Utility Pipe, F&I, Sewer, 4" PVC DR18	LF	0	$ 220.00	$ -
7.03	Utility Pipe, F&I, Sewer, 6" PVC DR18	LF	0	$ 230.00	$ -
7.04	Utility Pipe, F&I, Sewer, 8" PVC DR18	LF	0	$ 235.00	$ -
7.05	Utility Pipe, F&I, Sewer, 10" PVC DR18	LF	0	$ 240.00	$ -
7.06	Utility Pipe, F&I, Sewer, 12" PVC DR18	LF	0	$ 260.00	$ -
7.07	Utility Pipe, Sewer, Remove/Dispose, 4"	LF	0	$ 20.00	$ -
7.08	Utility Pipe, Sewer, Remove/Dispose, 6"	LF	0	$ 22.00	$ -
7.09	Utility Pipe, Sewer, Remove/Dispose, 8"	LF	0	$ 24.00	$ -
7.10	Utility Pipe, Sewer, Remove/Dispose, 10"	LF	0	$ 28.00	$ -
7.11	Utility Pipe, Sewer, Remove/Dispose, 12"	LF	0	$ 28.00	$ -
7.12	Utility Fixture, F&I, 6” Single Short Sewer Service on 6"	EA	0	$ 2,400.00	$ -
7.13	Utility Fixture, F&I, 6” Single Long Sewer Service on 6"	EA	0	$ 6,800.00	$ -
7.14	Utility Fixture, F&I, 6” Single Short Sewer Service on 8"	EA	0	$ 2,500.00	$ -
7.15	Utility Fixture, F&I, 6” Single Long Sewer Service on 8"	EA	0	$ 7,000.00	$ -
7.16	Utility Fixture, F&I, 6” Single Short Sewer Service on 10"	EA	0	$ 2,850.00	$ -
7.17	Utility Fixture, F&I, 6” Single Long Sewer Service on 10"	EA	0	$ 7,200.00	$ -

Attachment: Exhibit B - Black Sands Task Order for Phase 1 (2024-R-103 : 3Rd Street Water Main Improvements)

7.18	Utility Fixture, F&I, 6” Single Short Sewer Service on 12"	EA	0	$ 2,950.00	$ -
7.19	Utility Fixture, F&I, 6” Single Long Sewer Service on 12"	EA	0	$ 7,500.00	$ -
7.20	Utility Fixture, F&I, 6” Cleanout Sewer on 6"	EA	0	$ 720.00	$ -
7.21	Utility Fixture, F&I, 6” Cleanout Sewer on 8"	EA	0	$ 780.00	$ -
7.22	Utility Fixture, F&I, 6” Cleanout Sewer on 10"	EA	0	$ 850.00	$ -
7.23	Utility Fixture, F&I, 6” Cleanout Sewer on 12"	EA	0	$ 925.00	$ -
7.24	Sewer Manhole Complete Depth 0 to 8 foot	EA	0	$ 8,900.00	$ -
7.25	Sewer Manhole Complete Depth 8.1 to16 foot	EA	0	$ 12,600.00	$ -
7.26	Sewer Manhole Complete Depth 16.1 to 24 foot	EA	0	$ 14,900.00	$ -
7.27	Connect to Sewer Manhole	EA	0	$ 3,100.00	$ -
				Subtotal-Section 7	**$ -**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
8.00	**Supplemental and Emergency Services (Hourly labor rates with appropriate equipment and tools for response as needed)**				
8.01	Mobilization for supplemental and emergency response	LS	0	$ 2,400.00	$ -
8.02	Crew Regular (Minimum 4 HRs)	HR	0	$ 444.47	$ -
8.03	Crew After-Hr Response Typically 5PM to 6AM (Min. 4 HRs)	HR	0	$ 544.52	$ -
8.04	Dump Truck with Operator (Min. 4 HRs)	HR	0	$ 484.00	$ -
8.05	Additional Labor (Min. 4 HRs)	HR	0	$ 385.00	$ -
				Subtotal-Section 8	**$ -**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
9.00	**Concrete and Temporary Road Plat Services.**				
9.01	Sidewalk Concrete, 4" thick	SY	110	$ 54.00	$ 5,940.00
9.02	Sidewalk Concrete, 6" thick	SY	114	$ 72.00	$ 8,208.00
9.03	Driveway Apron Concrete, 6" thick	SY	0	$ 80.00	$ -
9.04	Steel Vehicular Plates, Temp., F&I 8' W x 10' L x 1" thick	EA	0	$ 2,199.50	$ -
				Subtotal-Section 10	**$ 14,148.00**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
10.00	**Roadway and Right of Way Subbase Restoration**				
10.01	Stabilization Fill (FDOT Standard)	SY	0	$ 18.00	$ -
10.02	Optional Base Group 06 or 8" Lime rock (FDOT Standard)	SY	0	$ 54.00	$ -
10.03	Temporary Asphalt Parching (cold or hot patch up to 2" thick)	SY	445	$ 89.00	$ 39,605.00
				Subtotal-Section11	**$ 39,605.00**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
11.00	**Stormwater Improvements and Restoration**				
11.01	Curb Inlet Complete, F&I-TypeP, 4'Dia Rnd, Type1 Top, 6' OAH	EA	0	$ 7,995.11	$ -
11.02	Curb Inlet Complete, F&I-TypeP, 4'Dia Rnd, Type2 Top, 6' OAH	EA	0	$ 8,268.93	$ -

Attachment: Exhibit B - Black Sands Task Order for Phase 1 (2024-R-103 : 3Rd Street Water Main Improvements)

11.03	Curb Inlet Complete, F&I-TypeJ, 5'Dia Rnd, Type1 Top, 6' OAH	EA	0	$ 9,694.29	$ -
11.04	Curb Inlet Complete, F&I-Type J, 5' Dia Rnd, Type2 Top, 6' OAH	EA	0	$ 10,151.93	$ -
11.05	Curb Inlet Complete, F&I-TypeP, 4' Dia Rnd, Type5 Top, 6' OAH	EA	0	$ 7,167.14	$ -
11.06	Curb Inlet Complete, F&I-TypeP, 4' Dia Rnd, Type6 Top, 6' OAH	EA	0	$ 8,013.12	$ -
11.07	Curb Inlet Complete, F&I-TypeJ, 5' Dia Rnd, Type5 Top, 6' OAH	EA	0	$ 9,276.38	$ -
11.08	Curb Inlet Complete, F&I-TypeJ, 5' Dia Rnd, Type6 Top, 6' OAH	EA	0	$ 9,896.62	$ -
11.09	Ditch Bottom Inlet, F&I -Type C, 3' Square, 6' OAH	EA	0	$ 6,463.38	$ -
11.10	Ditch Bottom Inlet, F&I -Type D, 5' Square, 6' OAH	EA	0	$ 9,536.68	$ -
11.11	Ditch Bottom Inlet, F&I -Type E, 4' Square, 6' OAH	EA	0	$ 8,459.07	$ -
11.12	Ditch Bottom Inlet, F&I -Type H, 4 x 7 Rectangle, 6' OAH	EA	0	$ 11,296.33	$ -
11.13	USF 5100 Valley Gutter Inlet Frame and 6147 Grate or Equiv.	EA	0	$ 2,694.00	$ -
11.14	Manhole Complete, F&I-TypeP, 4' Dia. Rnd, Type8 Top, 6' OAH	EA	0	$ 7,284.82	$ -
11.15	Manhole Adjust to Grade Existing	EA	0	$ 2,850.00	$ -
11.16	Pipe Culvert, F&I, RCP, Round, 15"	LF	0	$ 94.00	$ -
11.17	Pipe Culvert, F&I, RCP, Round, 18"	LF	0	$ 117.00	$ -
11.18	Pipe Culvert, F&I, RCP, Round, 24"	LF	0	$ 135.00	$ -
11.19	Pipe Culvert, F&I, RCP, Round, 30"	LF	0	$ 165.00	$ -
11.20	Pipe Culvert, F&I, RCP, Round, 36"	LF	0	$ 202.00	$ -
11.21	Pipe Culvert, F&I, RCP, Round, 42"	LF	0	$ 259.00	$ -
11.22	Pipe Culvert, F&I, RCP, Round, 48"	LF	0	$ 311.00	$ -
11.23	Pipe Culvert, F&I, RCP, Round, 54"	LF	0	$ 383.00	$ -
11.24	Pipe Culvert, F&I, RCP, Round, 60"	LF	0	$ 465.00	$ -
11.25	Pipe Culvert, F&I, ERCP, Round, 12 x 18" (15")	LF	0	$ 89.00	$ -
11.26	Pipe Culvert, F&I, ERCP, Round, 14 x 23" (18")	LF	0	$ 124.00	$ -
11.27	Pipe Culvert, F&I, ERCP, Round, 19 x 30" (24")	LF	0	$ 169.00	$ -
11.28	Pipe Culvert, F&I, ERCP, Round, 24 x 38" (30")	LF	0	$ 205.00	$ -
11.29	Pipe Culvert, F&I, ERCP, Round, 29 x 45" (36")	LF	0	$ 272.00	$ -
11.30	Pipe Culvert, F&I, ERCP, Round, 34 x 53" (42")	LF	0	$ 352.00	$ -
11.31	Pipe Culvert, F&I, ERCP, Round, 38 x 60" (48")	LF	0	$ 426.00	$ -
11.32	Pipe Culvert, F&I, ERCP, Round, 43 x 68" (54")	LF	0	$ 533.50	$ -
11.33	Pipe Culvert, F&I, HDPE, Round, 12"	LF	0	$ 35.30	$ -
11.34	Pipe Culvert, F&I, HDPE, Round, 15"	LF	0	$ 45.69	$ -
11.35	Pipe Culvert, F&I, HDPE, Round, 18"	LF	0	$ 57.13	$ -
11.34	Pipe Culvert, F&I, HDPE, Round, 24"	LF	0	$ 83.35	$ -
11.35	Pipe Culvert, F&I, HDPE, Round, 30"	LF	0	$ 110.73	$ -
11.36	Pipe Culvert, F&I, HDPE, Round, 36"	LF	0	$ 138.00	$ -
11.37	Mitered End Section Complete, F&I, RCP, Round, 15" Pipe	EA	0	$ 1,500.00	$ -
11.38	Mitered End Section Complete, F&I, RCP, Round, 18" Pipe	EA	0	$ 1,800.00	$ -
11.39	Mitered End Section Complete, F&I, RCP, Round, 24" Pipe	EA	0	$ 2,400.00	$ -
11.40	Mitered End Section Complete, F&I, RCP, Round, 30" Pipe	EA	0	$ 2,900.00	$ -
				Subtotal-Section 12	**$ -**

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
12.00	**Landscape Restoration**				
12.01	Turf Sod (installation and rolling of Bahia or St. Augustine)	SY	400	$ 6.25	$ 2,500.00
12.01	Irrigation System Repairs	EA	0	$ 225.00	$ -

Attachment: Exhibit B - Black Sands Task Order for Phase 1 (2024-R-103 : 3Rd Street Water Main Improvements)

Subtotal-Section 13	$	2,500.00

Pay Item	Descriptions	Unit	Qty	Maximum Unit Price $'s	Extended Price $'s for Task Order
13.00	**Out-of-Scope Items**				
13.01	Out of Scope Item(s) includes receiving, installation and tax. The Contractor shall receive quotes for all out of scope items. Out of scope items may not exceed 10% markup. The City reserves option to owner direct purchase materials under ODP guidelines. **(The total Out of Scope item(s) may not exceed 49% of Total Work Order Assignment)**	LS	No Bid Item	TBA 10 % maximum markup from List below.	$ 167,755.5
	Asphalt Demo	SY	445	13	$ 5,785.0
	2" Single Short Svc on 6" WM	EA	48	950	$ 45,600.0
	2" Dbl Long Svc on 6" WM	EA	11	2275	$ 25,025.0
	Rock Excavation	CY	50	41	$ 2,050.0
	Concrete Curb Form/Pour	LF	480	79	$ 37,920.0
	Concrete Pavement Replace	SY	425	85	$ 36,125.0
	TOTAL EXTENDED PRICE OF ALL LINE ITEMS 1.00 to 12.00 (Base Quantity = 1 for bid evaluation only)	$			**$ 776,942.67**

Unit Price and Quatity will be issued to determine future project and restoration services cost, as requested.

1.01	Mobilization/Demobilization (Not exceed 10% of task order)	%	0.10	10%	$ 77,694.27
1.02	Maintenance of Traffic (Not to exceed 5% of task order)	%	0.05	5%	$ 38,847.13
1.09	FL/Federal Funding Req. (Not exceed 5% of task order)	%	0.05	5%	
	Total (% make-ups for 1.01. 102,& 1.09)				**$ 893,484.0**

TOTAL T.O.	**$ 1,061,239.57**

Attachment: Exhibit B - Black Sands Task Order for Phase 1 (2024-R-103 : 3Rd Street Water Main Improvements)

Mead & Hunt

November 11th, 2024

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

RE: 3RD STREET WATER MAIN IMPROVEMENTS PHASE 1; BLACK SANDS TASK ORDER REVIEW

Dear Mr. Khoury,

The City has decided to utilize Black Sands under their existing contract, RFP #24-PW-02 For UTILITY INFRASTRUCTURE & SITE RESTORATION SERVICES TASK ORDERS, for Phase 1 of the 3rd Street Water Main Improvements project. Black Sands task pricing for phase 1 totals $1,061,239.57. We have reviewed Black Sands task order and find it sufficient for the watermain improvements detailed in the subject project. We recommend proceeding with the Black Sands task order for phase 1 of the 3rd Street Water Main Improvements.

Sincerely,

Brad T. Blais, PE
VP/ Client Manager

BTB:bf
Cc: Josef Grusauskas, Deputy Director Public Works-Utilities

Attachment: Exhibit C - Mead and Hunt - 3rd St Task Order Review and Recommendation (2024-R-103 : 3Rd Street Water Main Improvements)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **December 10, 2024**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Police Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Member; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-104**
APPLICANT:
PLANNER:

DISCUSSION:

The Police Pension Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S. § 185.02, elected by a majority of the active police officers who are members of the plan.

The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the City Commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office.

Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

The terms for the current Police Pension Fund Board of Trustees are set to expire on December 31, 2024.

There are TWO citizen positions available. The following citizen of Holly Hill has resubmitted their application for the City Commission's consideration to the board and desire to continue serving: Kimberly A. Lawson.

Term for appointed new member will be for two years, expiring December 31, 2026.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve the names that are included in the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVING A MEMBER TO THE POLICE PENSION BOARD OF TRUSTEES AND INSERT THE APPOINTED NAME INTO THE RESOLUTION. TERMS FOR SAID MEMBER EXPIRE DECEMBER 31, 2026.

ATTACHMENTS:

- Kimberly Lawson - Police Pension Boad Application (PDF)

Resolution No. 2024-104

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE POLICE PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 42.86, City Code, the City of Holly Hill has a Police Pension Board as defined by Florida Statute Chapter 185; and

WHEREAS, the Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S., Section 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby appoint the following individual to the Police Pension Board of Trustees.

Kimberly Lawson Commission Representative

SECTION 2. That the term for said member is set for two (2) years, expiring December 31, 2026.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

HOLLY HILL
FLORIDA

ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☐ Board of Planning & Appeals

☐ Firefighters Pension Fund Board of Trustees
☑ Police Pension Fund Board of Trustees

Name of Applicant: Kimberly Lawson

Home Address: 332 London Rd Holly Hill FL 32117

Phone: 407-232-5730

E-Mail Address: Kimlawson1973@yahoo.com

Are you a registered voter within the City of Holly Hill? ☑ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☑ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☑ No If so, how long? _____

Are you employed in the City of Holly Hill?
ND

Business/Employer Name and Address: Kimberly Lawson LLC DBA Hampton's Restaurant

Business Phone: 407 232 5730

Job Position / Occupation: Owner Restaurant

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: BA Landrys

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☑ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☑ Other

HOLLY HILL RECEIVED
DEC 04 2024
CITY CLERK DEPT.

Attachment: Kimberly Lawson - Police Pension Boad Application (2024-R-104 : Police Pension Fund Board of Trustees - Board Appointment)

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?
I have served on the board. I believe my problem solving skills, finance and problem solving would assist in making responsible open minded fair decisions

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? To contribute to my city

Have you attended one or more meetings of the board you are applying for? ☑ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☑ Yes ☐ No If so, which board?

Police Pension

How many years have you served on that board? 2

If this is a request for reappointment, how long have you served on this board? 2

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 2 Dec 24 Signature: Kimberly Lawson

REVISED – October 2020

Attachment: Kimberly Lawson - Police Pension Boad Application (2024-R-104 : Police Pension Fund Board of Trustees - Board Appointment)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: December 10, 2024
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing Members to the Firefighters' Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-105
APPLICANT:
PLANNER:

DISCUSSION:

In accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system.

The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee.

The current board members terms will expire December 31, 2024. Term for appointed members will be for two (2) years, expiring December 31, 2026.

The current board members have resubmitted their board applications for consideration: Sharon H. Miller and Michael V. Moon.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve and insert the appointed names into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE RESOLUTION APPOINTING THE FOLLOWING MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES. TERMS WILL EXPIRE DECEMBER 31, 2026.

ATTACHMENTS:

- Firefighters' Pension Board Application - Michael Moon (PDF)
- Firefighters' Pension Board Application - Sharon Miller (PDF)

Resolution No. 2024-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE FIREFIGHTERS' PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

WHEREAS, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission; and

WHEREAS, the fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby appoint the following individuals to the Firefighters Pension Fund Board of Trustees:

Sharon H. Miller **Commission Representative**

Michael V. Moon **Commission Representative**

SECTION 2. That the term for said members is set for two (2) years, expiring December 31, 2026.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

HOLLY HILL
FLORIDA

ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- ☐ Board of Planning & Appeals
- ☒ Firefighters Pension Fund Board of Trustees
- ☐ Police Pension Fund Board of Trustees

Name of Applicant: MICHAEL V. MOON

Home Address: 1615 TUSCALOOSA AVE Holly Hill FL 32117

Phone: 706 255 5874

E-Mail Address: MIKEBOATINGATEAMA@GMAIL.COM

Are you a registered voter within the City of Holly Hill? ☑ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☑ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Are you employed in the City of Holly Hill?
NO

Business/Employer Name and Address: N/A

Business Phone: _____

Job Position / Occupation: _____

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: ASSOC. FIRE SCIENCE
MULTIPLE FF CERTS

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☑ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☑ Industrial Training
- ☑ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☑ Other

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NOV 14 2024
CITY CLERK DEPT.

Attachment: Firefighters' Pension Board Application - Michael Moon (2024-R-105 : Firefighters' Pension Fund Board of Trustees - Board

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

23 YR RETIRED FF

Additional information Civic Activities, memberships, etc.

Why are you interested in serving on a City board?

GIVE BACK TO MY COMMUNITY

Have you attended one or more meetings of the board you are applying for? ☑ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☑ Yes ☐ No If so, which board?

FF PENSION BOARD

How many years have you served on that board? 1

If this is a request for reappointment, how long have you served on this board? 1

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 14 NOV 2024 Signature:

REVISED – October 2020

Attachment: Firefighters' Pension Board Application - Michael Moon (2024-R-105 : Firefighters' Pension Fund Board of Trustees - Board

HOLLY HILL
FLORIDA

ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☐
☐ Board of Planning & Appeals

☑ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees
☐

Name of Applicant: SHARON H MILLER

Home Address: 553 6th ST HOLLY HILL FL 32117

Phone: 386-795-0889

E-Mail Address: shmiller312@gmail.com

Are you a registered voter within the City of Holly Hill? ☑ Yes ☐ No
Is your primary residence in the City of Holly Hill? ☑ Yes ☐ No If so, how long? _____
Do you own and/or manage a business or property in the City of Holly Hill? ☑ Yes ☐ No If so, how long? _____
Are you employed in the City of Holly Hill?

Business/Employer Name and Address: _____

Business Phone: _____

Job Position / Occupation: _____

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: High School diploma

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

HOLLY HILL RECEIVED
NOV 14 2024
CITY CLERK DEPT.

☐ Banking / Finance
☐ Business Development
☐ Building / Construction
☐ Promotion Marketing
☐ Real Estate / Development
☐ Manufacturing / Industrial
☐ Industrial Training
☐ Landscaping
☐ Law / Contract Administration
☐ Operations of City Government
☐ Engineering

Attachment: Firefighters' Pension Board Application - Sharon Miller (2024-R-105 : Firefighters' Pension Fund Board of Trustees - Board

☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?
Was in business as a bookkeeper for 50 years

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? I wanted to serve in my city that I have lived in for 81 yrs.

Have you attended one or more meetings of the board you are applying for? ☐ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?
☑ Yes ☐ No If so, which board? Firefighters Pension Board of Trustees
How many years have you served on that board? 4 yrs.
If this is a request for reappointment, how long have you served on this board? 4 yrs
Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: Nov. 13, 2024 Signature: Sharon H. Miller

REVISED – October 2020

Attachment: Firefighters' Pension Board Application - Sharon Miller (2024-R-105 : Firefighters' Pension Fund Board of Trustees - Board

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **December 10, 2024**
FROM: **Nicole Kloetz**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Creating Section 58-135 (Camping or Sleeping on Public Property Prohibited) to Comply with Florida Statute Section 125.0231 to Prohibit the Camping or Sleeping on Public Property Under Certain Terms and Conditions; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-O-3080**
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Legislature adopted Florida Statute Section 125.0231 which provides counties and municipalities "may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable.

The City needs to amend its regulations to comply with Florida Statute Section 125.0231.

Prior to a recent U.S. Supreme Court ruling, the governing law was that it was a violation of the 8th Amendment's Cruel and Unusual Punishment Clause to enforce anti-camping regulations if the number of homeless people in a jurisdiction exceeded the "practically available" shelter beds. However, the U. S. Supreme Court recently ruled in the City of Grant Pass, Oregon v. Johnson, Et. al. that it does not violate the 8th Amendment to have a structured enforcement process against homeless individuals that starts with warnings and providing homeless with information about available homeless services in the area and then progressively increasing the penalties for continued violations to include fines, trespass warnings and ultimately arrest, even though there may not be sufficient shelter beds in the area for the homeless.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Accept and amend the current Holly Hill ordinance in place to comply with Florida Statute Section 125.0231.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVING AND AMENDING THE HOLLY HILL CITY ORDINANCE TO COMPLY WITH FLORIDA STATUTE SECTION 125.0231.

Ordinance No. 2024-3080

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING SECTION 58-135 (CAMPING OR SLEEPING ON PUBLIC PROPERTY PROHIBITED) TO COMPLY WITH FLORIDA STATUTE SECTION 125.0231 TO PROHIBIT THE CAMPING OR SLEEPING ON PUBLIC PROPERTY UNDER CERTAIN TERMS AND CONDITIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING SECTION 58-135 (CAMPING OR SLEEPING ON PUBLIC PROPERTY PROHIBITED) TO COMPLY WITH FLORIDA STATUTE SECTION 125.0231 TO PROHIBIT THE CAMPING OR SLEEPING ON PUBLIC PROPERTY UNDER CERTAIN TERMS AND CONDITIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature adopted Florida Statute Section 125.0231 which provides counties and municipalities "may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable; and

WHEREAS, the City needs to amend its regulations to comply with Florida Statute Section 125.0231; and

WHEREAS, prior to a recent U.S. Supreme Court ruling, the governing law was that it was a violation of the 8th Amendment's Cruel and Unusual Punishment Clause to enforce anti-camping regulations if the number of homeless people in a jurisdiction exceeded the "practically available" shelter beds. However, the U. S. Supreme Court recently ruled in the City of Grant Pass, Oregon v. Johnson, Et. al. that it does not violate the 8th Amendment to have a

structured enforcement process against homeless individuals that starts with warnings and providing homeless with information about available homeless services in the area and then progressively increasing the penalties for continued violations to include fines, trespass warnings and ultimately arrest, even though there may not be sufficient shelter beds in the area for the homeless.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS. The City Commission of the City of Holly Hill hereby adopts the recitals set forth in the preamble to this Ordinance (WHEREAS clauses) as legislative finding.

SECTION 2. Section 58-135 (Sleeping on Public Property Prohibited) is hereby adopted to read as follows:

Section 58-135 – (Sleeping on Public Property Prohibited.)

Pursuant to Florida Statute Section 125.0231, the City does not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property including but not limited to any public buildings, or its grounds, and any public right-of-way under the jurisdiction of the City. The City shall, when prudent in the judgment of the enforcement officer, use progressive law enforcement when enforcing this regulation starting with a warning, citation, trespass order and arrest. The City shall provide homeless people attempting to camp or sleep on any public property with information regarding available homeless services.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all Ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024 for first reading.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**December 10, 2024**
FROM:	**Brian Walker**
SUBJECT:	**1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception**
NUMBER:	**(ID # 4716)**
APPLICANT:	**Sylvain Perret**
PLANNER:	**Brian Walker**

INTRODUCTION:

The applicant is seeking special exception approval to allow a tattoo parlor on a parcel in the B-4 zoning district within the redevelopment overlay. The subject property is located on the east side of Ridgewood Avenue, approximately 400 feet south of Flomich Street and more specifically known as 1533 Ridgewood Avenue; (Sylvain Perret, Applicant) (Brian Walker, Community Development Director)

BACKGROUND:

The subject property is approximately .356 acres in size and contains a 3,392 square foot building. The applicant is applying to employ a tattoo artist. However, a tattoo parlor in the Redevelopment Overlay is permitted only as a special exception subject to the provisions of Section 114-696 (**Exhibit A**) of the Land Development Regulations of Holly Hill.

The hours of business are from 8 to 5, Monday through Saturday.

DISCUSSION:

In order to approve the tattoo parlor at the subject location, the City Commission must find that the site and conditions meet the requirements of Section 114-696.

Additionally, Section 82-346 of the land development regulations, provides guidance with regard to reasons why the special exception request can be denied. The reasons for denial and comments from the applicant are addressed in **Exhibit B.**

Staff has reviewed the requirements and applicant responses, along with the reasons for denial. The proposal is not inconsistent with any elements of the comprehensive plan. Nor will it adversely affect the public interest or create a nuisance. Based on the information provided, staff does not object to the application for a special exception.

RECOMMENDATION:

Staff recommends conditional approval of the Special Exception for a tattoo parlor on a parcel in

the B-4 zoning district within the redevelopment overlay. The subject property is located on the east side of Ridgewood Avenue, approximately 400 feet south of Flomich Street and more specifically known as 1533 Ridgewood Avenue.

CONDITIONS:

. A Business Tax Receipt be obtained for the tattoo business prior to operation.
. All conditions stated in Sec. 114-696 shall apply.

- Application (PDF)
- Location Photo (PDF)
- Exihibit A - Sec. 114-696 Tattoo parlors (PDF)
- Exhibit B - Sec. 82-346. Reasons for denial. (PDF)

HOLLY HILL RECEIVED

AUG 01 2024

USE 2024-000071

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

SPECIAL EXCEPTION

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL REQUIRED DOCUMENTS ARE SUBMITTED AND A PRE-APPLICATION HAS BEEN REVIEWED

PROPERTY

PARCEL ID #: BLOCK BULDING 1533 4Q42200401 60	
ADDRESS: 1533 RIDGEWOOD AVENUE HOLLY HILL 32117 DAYTONA BEAC	
TOTAL ACREAGE: 18,480 square foot	CURRENT USE OF PROPERTY: REPAIR MOTORCYCLE
WATER PROVIDER: HOLLY HILL	SEWER PROVIDER: HOLLY HILL
ZONING: BLOCK 4.	FUTURE LAND USE: FNTO THE CURRENT BULDING.
IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT AN APPOINTMENT? ☐ YES ☒ NO	

OWNER

NAME: PERRET	COMPANY: LE DUCK MOTORCYCLES	
ADDRESS: 1533 RIDGEWOOD AVENUE HOLLY HILL 32117, FL.		
CITY: HOLLY HILL	STATE: FLORIDA	ZIP: 32117
PHONE: 3863071122	EMAIL: leduckmoto@gmail.com	

APPLICANT/CONSULTANT

NAME: PERRET	COMPANY: LE DUCK MOTORCYCLES.	
ADDRESS: 1533 RIDGEWOOD AVENUE		
CITY: HOLLY HILL	STATE: FLORIDA	ZIP: 32117
PHONE: 3863071122	EMAIL: leduckmoto@gmail.com	

REVISED 2018

Attachment: Application (4716 : 1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

ATTACHMENT CHECKLIST

- [x] APPLICATION
- [x] APPLICATION FEE - $500.00
- [ ] LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- [ ] OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- [x] N/A OWNER'S AUTHORIZATION FORM, IF APPLICABLE
- [x] STATEMENT OF REQUEST (INCLUDE: SUMMARY OF BUSINESS OPERATION, SQUARE FOOTAGE, HOURS OF OPERATION, SEATING CAPACITY, NUMBER OF CLIENTS/STUDENTS AND STAFF, EMPLOYEE SHIFTS, SITE CONCERNS THAT MAY IMPACT ADJACENT PROPERTIES, ETC.)
- [x] N/A ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- [x] DETAILED CONCEPTUAL SITE PLAN (INCLUDE: SIZE AND DIMENSION OF THE PARCEL, EXISTING AND/OR PROPOSED STRUCTURES, FENCES AND IMPROVEMENTS, STRUCTURE HEIGHT(S), SETBACKS FROM EACH STRUCTURE TO THE PROPERTY LINES, IDENTIFICATION OF AVAILABLE UTILITIES, LOCATIONS OF WETLANDS, FLOOD LINES, ABUTTING STREETS/RIGHT OF WAYS, DRIVEWAYS, SEPTIC SYSTEMS, DRAIN FIELDS, WELLS, EASEMENTS, BUFFERS, PARKING SPACES, OUTDOOR LIGHTING, SIGNAGE, FIRE LANES, ETC.)
- [x] A DESCRIPTION OF THE SPECIAL EXCEPTION AND HOW IT COMPLIES WITH THE SPECIAL EXCEPTION CRITERIA OF CHAPTER 114. ARTICLE III. DIVISION 2. COMPLETE QUESTIONAIRE BELOW.

S.

SIGNATURE OF OWNER/AUTHORIZED AGENT

07/23/2024.

DATE

REVISED 2018

Attachment: Application (4716 : 1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception)

Thank you for your payment!

This service has been provided by City of Holly Hill, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to City of Holly Hill, FL . The City of Holly Hill Thanks You for your payment.

Name:	sylvain perret
Address:	1533 ridgewood avenue, holly hill FL, US, 32117
Contact:	3863071122
Comments:	
Payment ID:	**160769841**
Date:	08/08/24 08:55 AM
Subtotal:	$500.00
Fee:	$15.00
Total:	$515.00
Method:	Credit Card(**********3096)

Item Purchased	Transaction Description	Account	Amount
Utility Payment	CTYHollyHillUTIL	USE-2024-000071	$500.00

Signature:_____ **Date:**_____/_____/_____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYHollyHillUTIL* . If you have any questions about the charges please call 1-888-891-6064.

Print Receipt Close Window

point n pay receipt

Special Exception

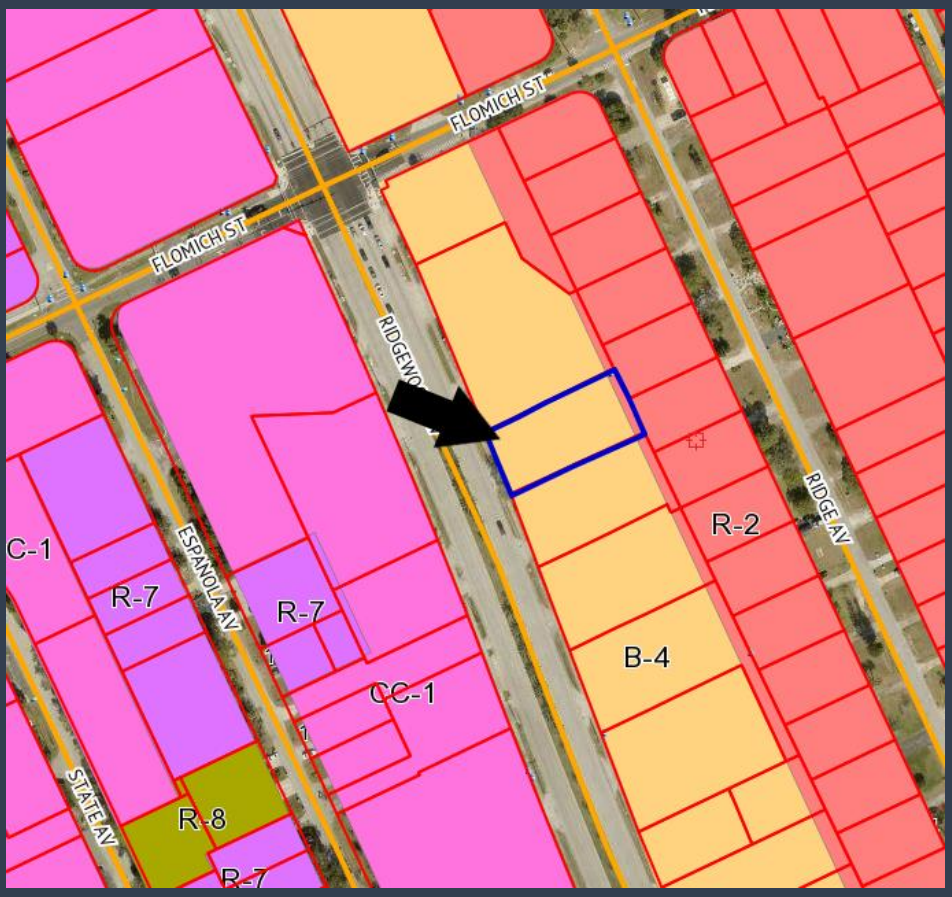
Attachment: Application (4716 : 1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception)

Location – 1533 Ridgewood Ave.

Now known as Le Duck Motorcycles



B-4 – Highway Business District



Attachment: Location Photo (4716 : 1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception)

Sec. 114-696. Tattoo parlors.

Tattoo parlors are permitted as a special exception, provided:

(1) No tattoo parlor may be permitted within 1,000 feet of any existing school, church, or public park.

(2) No tattoo parlor may be permitted except in a planned, unified shopping center development with a minimum of 10,000 square feet of gross leasable area.

(3) Only one tattoo parlor may be permitted in any single shopping center.

(4) The following requirements shall apply in addition to the requirements for signage set out in chapter 110:

a. Graphic illustrations of tattoos shall not be permitted as part of any permitted sign display.

b. Outside display of tattoos by persons, as a form of outdoor advertising, shall not be permitted.

(5) No tattoo parlor may be permitted to operate on a temporary basis. All tattoo parlors shall be operated on a permanent basis on a property that meets all applicable city requirements.

(6) All tattooing shall be performed in a fully enclosed building, and shall not be visible from outside the building.

The following conditions apply specifically and solely to tattoo parlors permitted by special exception within in the redevelopment district overlay:

(7) All conditions stated above for tattoo parlors shall apply to tattoo parlors within the redevelopment district overlay except that conditions one and two above shall not apply.

(8) Tattoo parlors shall not open before 9:00 a.m. and shall close for business and remain open no later than 11:00 p.m.

(9) All exterior lighting shall be directed away from any abutting R-1 through R-9 zoned property.

(Ord. No. 2463, § 1, 4-22-97; Ord. No. 2999, § 4, 3-13-18)

Attachment: Exihibit A - Sec. 114-696 Tattoo parlors (4716 : 1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

What are you requesting?

we would like to rent an enclosed space for a tattoo artist.

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-346.

1. Is it inconsistent with the purpose or intent of this subpart? ☐YES ☒NO Explain.
   It's an enclosed space and it's match with the customers.

2. Is it inconsistent with any element of the comprehensive plan? ☐YES ☒NO Explain.
   It's matches with the customers.

3. Will it adversely affect the public interest? ☐YES ☒NO Explain.
   It's well for the business and it's an advantage for the store.

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Attachment: Exhibit B - Sec. 82-346. Reasons for denial. (4716 : 1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

4. Does it meet the expressed requirements of the applicable special exception? ☒YES ☐NO
Explain.
He has a licensed.

5. Is the applicant able to meet all requirements imposed by federal, state or local governments, or by the city commission? ☒YES ☐NO Explain.
We want to be up to standard.

6. Will it generate undue traffic congestion? ☐YES ☒NO Explain.
No because we have lot of space to the customer's car. We have a parking lot

7. Will it create a hazard or a public nuisance, or be dangerous to individuals or to the public? ☐ YES ☒NO Explain.
No, because the tattoo artist has licensed and he works according to the rules.

Attachment: Exhibit B - Sec. 82-346. Reasons for denial. (4716 : 1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception)

SE#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

8. Will it materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings? ☐YES ☒NO Explain.

No, because the shop will be standard, and the tattoo artist works inside the shop.

9. Will it adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution? ☐YES ☒NO Explain.

No, because the tattoo artist works inside the shop.

Attachment: Exhibit B - Sec. 82-346. Reasons for denial. (4716 : 1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception)