

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, April 16, 2026 – 3:30 PM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

[Zoom Login Information at the end of this Agenda](#)

- 1. Call to Order, Pledge of Allegiance, Prayer, and Roll Call**
- 2. Approval of the Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by a majority vote*)
- 3. Special Requests**
 - a. Proclamation: Florida Mosquito Control Awareness Week – **Pg. 1**
 - b. A request by Pam Milbauer to extend Havana Jack’s Music Hours to Midnight on October 3rd, 2026, for a private wedding event – **Pg. 2**
- 4. Public Hearing:** City Commission will open the public hearing for comments and discuss any recommendations for the Small Cities Community Development Block Grant (CDBG).
 - a. Discussion/Approval to proceed with the CDBG application.
- 5. Citizen Comments and Correspondence**
- 6. Committee and Department Reports** (*written reports provided; Staff and Board Chairs available for questions*)
 - a. Marathon Fire/EMS – Marathon Fire Chief Muro – **Pgs. 3-5**
 - b. Police/Code Department – Sgt. Jamie Buxton – **Pgs. 6-15**
 - c. City Administrator – John Bartus – **Pgs. 16-19**
 - d. Public Works – Public Works Department Head Guarino – **Pgs. 20-21**
 - e. Building Department – Building Official Loreno – **Pgs. 22-23**
 - f. City Hall – City Clerk Roussin – **Pgs. 24-26**
 - g. Beautification Committee – Chair Bachman – No Report
 - h. Planning & Zoning Board – Chair Lancaster – No Report
 - i. Recreation Committee – Chair Catto – No Report
 - j. Utility Board – Chair Swanson – No Report
- 7. Consent Action Items** (*Under the consent agenda, all action items will be voted on after one motion, and a second will be required to approve them without discussion. If a Commission member wants any action item discussed or voted on separately, the Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.*)
 - a. Approval of the following City Commission Meeting Minutes
 1. 3-25-2026 City Commission Emergency Meeting Minutes – **Pg. 27**
 - b. Approval of Warrant No. 0326 for \$1,273,548.52 – **Pg. 28**
 - c. Approval to move the October City Commission meeting from Thursday, October 15th, 2026, to Thursday, October 22nd, 2026.
- 8. Discussion Action Items**
 - a. Discussion/Approval of a Recommendation for Award for RFP 2026-01 Tax-Exempt Loan Financing ****TBA****

Members of the public may speak for three minutes and may only speak once...unless waived by a majority vote of the commission. Persons who need accommodations in order to attend or participate in this meeting should contact the city clerk at 305-289-1212 at least 48 hours prior to this meeting in order to request such assistance. If a person decides to appeal any decision made with respect to any matter considered at any meeting, that person will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

- b. Discussion/Approval to approve the Request for Qualifications (RFQ) for Architecture and Engineering Services – **Pgs. 29-97**
- c. Discussion/Approval on going out to bid for electronic document archiving and/or alternative storage options ****TBA****
- d. Discussion/Approval of the Commission Summer Attendance Schedule – **Pg. 98**
- e. Discussion/Approval to Procure Early Alert Agreement – **Pgs. 99-112**
- f. Discussion/Approval of a Comprehensive Emergency Management Plan for the City of Key Colony Beach *(separate document - please contact City Hall for a Copy of the Plan)*
- g. Discussion/Review of ICE Agreement – **Pgs. 113-124**
- h. Discussion Approval for the purchase of a used Mobile Restroom for \$25,000.00 – **Pg. 125**
- i. Discussion/Approval for Building Permit Extensions: - **Pg. 126**
 - 1. 1250 Coury Drive – Expired – **Pgs. 127-129**
 - 2. 200 13th Street – 04-23-2026 – **Pgs. 130-132**
 - 3. 260 15th Circle - 04-23-2026 – **Pgs. 133-136**
 - 4. 300/400 Sadowski Causeway Restaurant – 05-22-2026
- j. Discussion/Approval of a Potential Change Order for the Slab Rebuilt ****TBA****
- k. Discussion/Approval of a Recommendation by the Recreation Committee for the remainder of the Committee funds to be applied toward completing the Bocce Court Paving Project. The Commission will determine: (1) whether the City can afford to complete the project, and (2) who will perform the work – **Pgs. 137-139**

9. Ordinances & Resolutions:

- a. **SECOND and FINAL READING OF ORDINANCE 2026-510:** An Ordinance Of The City of Key Colony Beach, Florida; Amending Chapter Fourteen Of The Code Of Ordinances, Entitled Sewers And Sewage Disposal, Section 14-6 Monthly Rates And Charges, And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.
 - 1. Ordinance 2026-510 – **Pgs. 140-142**
 - 2. Business Impact Statement – **Pgs. 143-144**
 - 3. Proof of Publication – **Pg. 145**
- b. **FIRST READING OF ORDINANCE 2026-511:** An Ordinance Of The City Of Key Colony Beach, Florida; Amending Chapter Five Of The Code Of Ordinances, Entitled Boats, Boat Trailers, Marine Facilities And Waterways; Article I. Operation Of Vessels; Amending Section 5-9 Fishing From Sadowski Causeway Bridge Prohibited; And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date. – **Pgs. 146-148**

10. Secretary-Treasurer’s Report

- a. March 2026 Financial Summary – **Pgs. 149-150**

11. City Attorney’s Report

- a. Code Vulnerability Assessment
- b. SB 180 Training Requirements – **Pg. 151**

12. Commissioner's Reports & Comments

a. Commissioner Harding

1. Wastewater Sampling Weekly Report for April 13, 2026 ****TBA****
2. 2027 Budget Prep Information due 06-01-2026
3. Update on water levels – **Pg. 152**

b. Commissioner Diehl

1. Final package for the City's First Annual Seawall Inspections
2. Future management of the Key Colony Beach Golf Course
3. 2027 - 70th Anniversary of Key Colony Beach
4. Sunset Park - six months later

c. Commissioner DiFrancisco

d. Vice-Mayor Colonell

1. City Hall Update

e. Mayor Foster

1. City Administrator Evaluation

13. Citizen Comments

14. Adjournment

*This meeting will be held at the City Hall Auditorium 'Marble Hall',
600 W. Ocean Drive, Key Colony Beach, Florida 33051,
and via Zoom*

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/89852046552?pwd=TONohx3aFMBAhHJ8K1REeFa4SFNajO.1>

Passcode: 418267

Phone one-tap:

*+13052241968,,89852046552#,,,,*418267# US*

*+16469313860,,89852046552#,,,,*418267# US*

Join via audio:

+1 305 224 1968 US

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

Webinar ID: 898 5204 6552

Passcode: 418267

International numbers available: <https://us02web.zoom.us/j/kcTV7F26s>



CITY OF KEY COLONY BEACH PROCLAMATION

WHEREAS, mosquitoes have historically posed significant threats to public health, quality of life, and economic vitality of the state of Florida by transmitting diseases such as dengue, Zika, chikungunya, as well as West Nile virus; and

WHEREAS, effective mosquito control is **ESSENTIAL** for protecting residents and visitors, by fostering tourism, safeguarding outdoor recreation, and ensuring the continued vitality of Florida's communities; and

WHEREAS, Florida Mosquito Control Awareness Week, observed April 19–25, 2026, serves to inform and educate the public about the importance of mosquito control, personal protection measures, and the role of professional mosquito control programs in disease prevention; and

WHEREAS, the Florida Keys Mosquito Control District has demonstrated a longstanding, steadfast commitment to protecting public health through science-based mosquito surveillance, control operations, public education, and innovative research initiatives; and

WHEREAS, the dedicated professionals of the Florida Keys Mosquito Control District work tirelessly to reduce mosquito populations, respond to emerging threats, and enhance the quality of life for residents and visitors throughout the Florida Keys; and

WHEREAS, community participation, including eliminating standing water and taking preventive measures, is a critical component of successful mosquito control efforts;

NOW, THEREFORE, BE IT PROCLAIMED that the City Commission of the City of Key Colony Beach, Florida, hereby recognizes **April 19–25, 2026**, as

Florida Mosquito Control Awareness Week

and encourages all residents to learn about mosquito prevention, support local mosquito control efforts, and join in recognizing the important contributions of the Florida Keys Mosquito Control District.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Key Colony Beach to be affixed this 16th day of April 2026.

Freddie Foster
Mayor
City of Key Colony Beach

Silvia Roussin

From: Pam Milbauer <pam@retreathf.com>
Sent: Monday, April 6, 2026 12:01 PM
To: Silvia Roussin
Subject: Request for Music Extension – Private Wedding Event, October 3, 2026

Be Careful With This Message

From (Pam Milbauer <pam@retreathf.com>)

Potential Impersonation

The sender's identity could not be verified and someone may be impersonating the sender. **Take caution when interacting with this message.**

[Learn More](#)

Dear Silvia,

I hope this note finds you well. My name is Pam Milbauer, and our family has had the privilege of owning property in Key Colony Beach for over 50 years. We have a wonderful occasion coming up and would love your guidance on the proper process.

Our daughter is getting married on October 3, 2026, with the ceremony at Sunset Park and the reception at Havana Jack's. We are expecting approximately 75–80 guests and are truly looking forward to celebrating this milestone in a community that has meant so much to our family.

I was referred to you by Cheryl Baker, who suggested you would be the right person to speak with.

The purpose of my email is to formally request an exception to the city's 10:00 p.m. noise ordinance to allow our DJ to continue playing until midnight. We understand that a similar exception was granted for the Glunz wedding at Havana Jack's on December 5, 2025, and we would greatly appreciate the same consideration for our event.

We are fully committed to being respectful neighbors and working within whatever guidelines or conditions the city requires. Could you please let us know the formal process for submitting this request? We want to make sure we follow the correct steps and provide any documentation needed well in advance.

Thank you so much for your time, Silvia. We truly appreciate your help and look forward to hearing from you.

Warm Regards,

Pam Milbauer
Retreat Home Furniture
651-261-1024

www.retreathomefurniture.com



CITY OF MARATHON FIRE RESCUE

8900 Overseas Highway, Marathon, Florida 33050
 Phone: (305) 743-5266 Fax: (305) 289-9834

Memorandum

Date: 4/1/2026
To: Honorable Mayor and City Council members
From: James E. Muro, Fire Chief
Through: Steve Williams, Interim City Manager
Subject: March Month End Report

MARATHON RESPONSES	March
Fire Incidents	1
Hazardous Condition	5
EMS	111
Inter-facility Transfers	51
False Alarm/No Emergency	9
Good Intent Call	2
Public Service	36
Rescue	1
Total for Month:	224
Total Calls for Calendar 2026:	653

FIRE PREVENTION – Chief Muro and AFM Card	March
Fire Inspections	12
Fire Safety Plan Review	21
Occupational or Annual License Inspections	6
Event Inspections	1
Annual State Inspections	0
DHR Follow-Up Inspections	0

KCB RESPONSES	March
Fire Incidents	0
Hazardous Condition	0
EMS	8
False Alarm/No Emergency	3
Good Intent Call	0
Public Service	1
Total for Month:	12
Total Calls for Calendar 2026:	44

VACATION RENTALS – Inspector Good	March
Total Applications Processed	100
Vacation Rental Fire Inspections	84
Total VR Fees Collected	\$89,975.00
Agent/Local Contacts Trained	22
Total VR Licenses Issued	114

Operations March 2026

Fire and EMS Data Collection: NERIS (National Emergency Response Information System), recently onboarded in 1/2026 and required both federally and by the State continues to be successful. NERIS is designed to collect more detailed and accurate incident data and provide analytics useful for establishing and supporting the need for Government Assistance Grants.

EMS Training: State of Florida requirements for EMS (Paramedic/EMT) recertification - ACLS, (advanced cardiac life support), CPR certification, PALS (pediatric) and BTLS (trauma.) We have an ongoing CPR program using our RQI that will soon incorporate ACLS into its automated platform. Additionally, we have successfully completed PALS for this renewal cycle. We are planning for PHTLS (Trauma Training) for 2027.

RQI Success: The CPR certification digital platform remains a success for both City Employees and KCB Police. The feedback is very positive, and we expect to continue while reaching out further to expand the success of those who can assist someone who needs life-saving practice even minutes before EMS arrival. The public CPR/AED Training program is underway with classes available thought each month in which there has been a strong attendance.

Our Vector Solutions platform report revealed a total of twelve (12) virtual training hours per member during the months of March for both EMS and Fire Training. We have continued our planned rotation to the Fire Academy for mandatory fire ground training as per State requirements and examined during the ISO inspection. This is permitted to happen when staffing does not impact response service levels or response times.

Employees: During the month of March, Thomas Wohlers was promoted from Driver Engineer to Lieutenant, satisfying our requirements for six (6) officers, a vacancy caused by a retiring Captain in 2025. Consequently, one of our recently tested Drivers who acted in a step-up position to gain experience, and proficiency has also been promoted to Driver Engineer, maintaining the required six (6) budgeted positions.

Our 3 hires from 10/2025 continue to succeed as they work toward completing their probationary year. Since the last report, we lost 1 member to Miami Dade Fire Rescue. *To maintain and draw from an active list, we have scheduled new hire testing on 5/28/26* to bring on one firefighter required to meet our current minimum staffing levels. Our goal is to continue employing eager new Firefighters through active recruiting and the Cadet program which will draw from local prepared community members.

EMS Training Program: The most recent EMT class successfully completed last week which brings in more local applications and hopeful employment. Mid-March, we hosted a meet and greet with some neighboring Departments' leaders offering information about each department and upcoming opportunities.

Fire Equipment: We recently added to all our emergency response vehicles a device called an Emergency Vehicle Disable Plug, a useful piece of equipment designed to restrict movement and maintain safe operations while attending to a motor vehicle accident involving electric vehicles. *We are extremely grateful for the generosity of Sheriff Rick Ramsay for donating this equipment and continue to partner successfully with MCSO on most of our emergency calls.*

Fire Operations: We are currently operating at minimum manning, which only requires two firefighters at Station 15. To adapt to this staffing restriction, we are creating an ALS Engine – a fire engine fully equipped with advanced lifesaving medications and tools without transport capabilities. Our first principle objective is to have 6 min or less ALS staff delivery and provide fire operations “water on fire or rescue operations” with a fire truck in 10 min or less to all parts of the City.

EMS Protocols: We completed and will publish hard copies of our EMS protocols which will be added to every Department PDA and devices. These updated EMS protocols are aligned with Monroe County’s and Trauma Star’s protocols and mirror the latest care standards. CCT protocols have been revised and approved to provide the excellent level of care currently offered to those patients that are transported out of Fisherman’s Hospital to other higher acuity facilities out of the jurisdiction. We also currently practice quarterly QI meetings with Fisherman’s Hospital staff to ensure the care provided before, during and after patient transfer continues to exceed expectations.

**Commission Meeting Report
Key Colony Beach Police Department
March 19, 2026, to April 08, 2026
Sgt. Jamie Buxton**

A. REPORTS

1. **03/27/2026**
Report Number KCBP26OFF000014
Circle K
Criminal Mischief
Result: Ongoing Investigation

2. **03/28/2026**
Report Number KCBP26OFF000015
Sadowski Cswy
Found Property
Result: Report Completed/Property Returned

3. **03/28/2026**
Report Number: KCBP26OFF000016
15th Circle
Found Property
Result: Report Completed/Property Returned

B. MEDICAL/ALARM CALLS

Total Calls: 2

C. CALLS FOR SERVICE

Total Calls: 36

03/19/2026-Trespassing Residence-15th Circle-Report of vessel in water near RP's dock-Negative on trespassing-857

03/20/2026-Assist Citizen-Px Call-State Attorney's Office needing to speak with officer-856

03/21/2026-Suspicious Activity-E Ocean Dr-Report of a kayak floating in water with no one on it-A vessel secured the kayak-No one in distress-USCG Notified-860

03/22/2026-Suspicious Boat-11th St-Boat docked on RP's dock-Neighbors vessel came loose and stern drifted to RP's dock-Resecured vessel in proper place-860

03/23/2026-Animal Incident-Clara Blvd-Dog Fight-Animal Control notified and responded-TOT AC-855

03/24/2026-Animal Incident-Found Dog-Returned to Owner-855

03/24/2026-Assist Business-W Ocean Dr-Subject picking up vehicle purchased from city-855

03/24/2026-Trespassing Residence-Shelter Bay Dr-Report of vessel docked behind residence lobstering-Vessel was gone upon arrival-858

03/26/2026-Flagdown-Mobil-Subject needed vehicle assistance-856

03/27/2026-Unknown Problem-Circle K-Report of a subject yelling at them at the Traffic Light. No crime Committed-857

03/28/2026-Assist Citizen-W Ocean Dr-Owner of Firearm called in-855

03/29/2026-Traffic Offense-8th St-Questions about parking-857

03/29/2026-Traffic Offense-8th St-Illegal parking overnight-Warning issued-858

03/29/2026-Flagdown-Sunset Park-Report of subjects jumping off of Pier-Subjects were gone upon arrival-858

03/29/2026-Weapons Offense-9th St-Report of firearm being pulled on subject-Rp was banging on subject's door and when he opened the door he had a firearm, once he saw who it was he immediately put the firearm away. Rp was not in fear for her life, and a crime was not committed-858

03/30/2026-Assist Citizen-W Ocean Dr-Returning lost property-857

03/30/2026-Follow-up-W Ocean Dr-Return of Firearm-856

03/31/2026-Welfare Check-E Ocean Dr-Report of subjects fighting in hotel room-Negative on a fight, it was a baby crying-860

03/31/2026-Suspicious Person-10th St-Report of a male subject walking around in circles on the streets-Unable to locate subject-860

04/01/2026-Trespassing Business-E Ocean Dr-Guest of property invited additional people to use the pool. Other guests got upset and a verbal altercation ensued-Management spoke to guest-No crime committed-855

04/02/2026-Loud Noise-11th St-Report of a male subject yelling outside-Unable to locate subject-Anonymous Caler-No contact information provided-855

04/02/2026-Reckless Driver-Coury Dr-Report of a vehicle speeding past runners-Unable to locate the vehicle-855

04/02/2026-Assist Citizen-W Ocean Dr-Officer wanting to trade patches-855

04/03/2026-Assist Citizen-W Ocean Dr-Report of landscaping noise-856

04/04/2026-Structure Fire-10th St-Report of flames seen under dock-Fire Rescue took over scene-Negative on structure fire-TOT Fire Rescue-856

04/05/2026-Traffic Offense-14th St-Trucks parked in roadway-Warning issued-856

04/06/2026-Assist Citizen-W Ocean Dr-Questions for officer-858

04/06/2026-Juvenile Problem-12th St-Report of kids hitting golf ball down the street-Kids were using a practice ball and not a real golf ball-Kids stopped hitting ball and switched to throwing a football-858

04/06/2026-Assist Citizen-12th St-Complaint of reckless driving-858

04/06/2026-Traffic Offense-E Ocean Dr-Tour buses parked in bike path-Moved into parking lot-858

04/07/2026-Trespassing Residential-W Ocean Dr-Juveniles using pool-Parents notified and responded-Warning issued-858

04/07/2026-Assist Citizen-W Ocean Dr-Officer wanting to trade patches-860

D. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 43

E. PROVIDED BACK-UP/ASSISTANCE TO MCSO, FHP, FWC, COAST GUARD OR U.S. BORDER PATROL

Total: 17

F. CITATIONS/WARNINGS

1. Traffic Citations: 1
2. Traffic Warnings: 3
3. Code Citations: 0
4. Code Warnings: 1
5. Resource Checks/Marine Life: 0

G. 'ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

-This year's St. Patrick's Day Parade was a resounding success. We extend our sincere thanks to everyone who participated and contributed to making this event possible



-Officer Buckwalter attended Middle Management on 4/6-4/10/2026

-The Police Department's newest truck has been delivered and is currently being outfitted for service. We expect it to be on the road in the very near future

-Sgt. Buckwalter supported community safety by distributing bicycle helmets to Marathon Middle School students on March 30th.

-Planning is officially underway for this year's Kids' Fishing Derby. The event will take place on **June 17th**—we hope to see you there!

- Representing with MCSO Honor Guard, Ofc. Bethard assisted in the funeral services and Celebration of Life for a recently departed Monroe County Corrections Deputy.



-The Police Department BBQ on April 2nd was a resounding success with a fantastic community turnout. We would like to thank the Florida Department of Health in Monroe County for their partnership; together, we provided 49 helmets to local residents and visitors to promote safety. As always, we extend our gratitude to the Mayor and Commission for their continued support of this community event.



SAFETY MEETING AGENDA

Key Colony Beach Police Department

Date: 04/08/2026

Time: Email

Location: Email

Meeting Lead: Sgt. Jamie Buxton

ATTENDANCE

Attendees: Sent via email. Sgt. Buckwalter, Ofc. Niemiec, Ofc. Burden, Ofc. Schlegel, Ofc. Bethard

ITEMS & DISCUSSION

ITEM: ADDRESS SAFETY TOPIC(S):

PPE/Personal Protection Equipment: Gloves

Discussion: Gloves (Rubber) are worn by officers for protection against dangerous substances (biohazards), bodily fluids from subjects, and to avoid contamination of crime scenes.

Gloves are provided for each officer.

The officers are provided with a glove pouch along with their equipment.

Gloves should be carried and worn when working on the previously mentioned occasions or anytime deemed appropriate by the officer.

Code Enforcement Report for the Month of March 11th to April 8th 2026

Executive Summary

The past month was marked by high-intensity field inspections, particularly regarding waste management, lighting ordinances, and property safety. Significant progress was made in resolving residential disputes and streamlining administrative protocols with City Hall and the Police Department.

1. Waste & Debris Management

- **Residential/Commercial Compliance:** Resolved multiple bin violations (161 11th St., 421 5th St., and 330 4th St.). Issued a final warning for 161 11th St. regarding bins left on the curb; future violations will result in citations.
- **Bin Compliance: Resolved** issues regarding incorrect sorting (trash in recycling); coordinated with property manager to educate renters.
- **Residential/ Commercial Bins:** Issued multiple warnings for bins left in the right-of way. Addressed a few misplaced Real Estate signs, which have since been corrected.
- **Bulk Items & Debris:** Managed the removal of sofas and freezers (with doors attached) at several 9th St. properties. Addressed yard debris on the ground at 450 9th St. and 121 9th St., illegal placement of appliances (dryers/freezers), advised owners on proper disposal safety (door removals).
- **Contractor Issues:** Formally emailed the waste management company regarding liquid spills and odors left on city streets. Coordination is ongoing to ensure crews do not leave bins or broken glass on bike/walking paths.

2. Property Maintenance, Safety and Zoning:

- **Vegetation & Right-of-Way:** Successfully cleared hanging palm fronds at 305 13th St. and addressed a "house number on palm tree" violation at 540 12th St. (numbers moved to the structure).
- **Pool & Lighting Safety:**
 - Resolved a "gate open" safety hazard at a property with a pool.
 - Addressed floodlight complaints at 161 10th St. and 600 12th St. After a clerical address correction, the owner of 161 10th St. dispatched a contractor to resolve the issue.

- **Vegetation/ Weeds:** Successfully closed 2 cases after ensuring dried weeds were physically removed, not just sprayed in two residences.
- **Structure/Decor:** Investigated a 78-inch anchor display at 311 4th St. (30 inches over the height limit); currently working with the contractor for a resolution. With excessive “private property” signs; owners are being contacted to adhere to the one sign per property limit.
- **Signage:** Identified several vacant lots (12 St., 13th St., and Curry Dr.).
- **Trailers: Conducted** inspections at the trailer lot; issued renewal tags and confirmed that a travel trailer at 320 5th St was not being used as an unauthorized residence.

3. Licensing & Legal Actions

- **Formal Violations:** Issued a formal Code Violation to the owner of 320 5th St. for an unlicensed rental. Notice was served via certified mail, posted at the property, and witnessed by local PD. A continuance of violation was issued. Owner wants the final inspection after 4/15.
- **Trailers:** Spent several hours at the trailer lot updating inventory and placing numerous renewal tags. Replaced faded tags and identified accounts pending payment.

4. Community Relations, Noise & Animal Control

- **Noise Complaints:**
 - Mediated a poolside noise complaint at 350 9th St. by speaking directly with the children involved.
 - Fielded a loud TV complaint on 10th Street; the complainant is attempting neighbor to neighbor resolution before further city intervention.
 - Investigated a yard equipment noise complaint at 928 W. Ocean regarding early morning gas-powered tools; currently reviewing city ordinances for the residents. Resident looking into noise meter apparatus. She is in the process of obtaining signatures for city to obtain such apparatus.
- **Animal Issues:** Resolved a “dog at large” complaint on 5th St. and provided guidance to a resident on 10th Street., regarding leash/ waste laws and evidence collection.
- **Public Safety:** Assisted local PD with Spanish translation for a traffic incident.

- **Dispute Resolution:** Provided guidance on a coconut hazard complaint at 938 W. Ocean, advising the parties on civil vs. code matters.
- **First Amendment:** Researched a political sign complaint at 10th St.; determined the signage is protected speech, pending final review with upper supervisors.
- **Events:** Assisted local PD with the successful St. Patrick's Parade and the Easter/ Farewell to residents BBQ.

5. Administrative & Inter-Departmental

- **New Protocols:** Met with the Mayor, City Hall staff, and PD to establish h new standardized protocols for outgoing emails and notifications to ensure consistency.

6. Maritime & Waterway issues:

- **Encroachments: Investigating** a boat lift encroachment dispute between properties on 8th Street, in coordination with the Building Department.
- **Vessel Safety:** Investigated a capsized boat at 10th Street; confirmed no oil leakage and monitored private recovery efforts.
- **Docks:** initiating an investigation into a floating dock at 481 3rd St. regarding "grandfathered" status claims from the 1980's Building Code assisted with this.

City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone # 305-289-1212 • Fax# 305-289-1767



Date: April 9, 2026

To: Mayor & Commissioners

Subject: City Administrator Report

From: John Bartus, City Administrator

1. Legislative Session, Tallahassee: The Legislature adjourned on March 13 without passing a budget; they were originally projected to reconvene on April 13. The Legislature is now expected to reconvene on April 20 at the Governor's request. The House property tax reform amendment proposal still has no Senate counterpart, and the issue may end up dying with no Senate support. The City's wastewater appropriation request as well as Stewardship funding will hopefully survive in the reconciled budget for FY 27. So far, Stewardship is still funded fully in both the House and Senate budgets – hopefully it will include the Senate's proviso language about requiring an interlocal agreement among all funded agencies and jurisdictions. I am in contact with our lobbyists from The Southern Group and Ron Book as we prepare for the special session. Rana Brown from Ron Book's office replied, "The Speaker and Senate President both said that there won't be a need for everyone to be in Tallahassee until at least the April 20th congressional redistricting special session April 20 – 24. (To me that still does not say the budget nor does it say property taxes will be addressed during the April 20 week, but we shall see.)" Kate DeLoach from The Southern Group responded as well, agreeing with Ms. Brown's response.

2. The Comprehensive Plan amendments approved at the last meeting have been transmitted to Florida Commerce. The 30-day challenge period is counting down – with no further comment from the State or anyone else, the Plan amendments will automatically take effect.

3. Attended the Recreation Committee meeting as well as the Legal meeting discussing issues being considered today. I also will have attended the Beautification Committee and the Planning & Zoning Board meetings. I also attended the Special Call City Commission meeting on April 1.

4. Continued our ongoing meetings with the County and other municipalities concerning street elevation and resilience studies – this will help us as we pursue grant funding for these projects in the future.

5. The Disaster Preparedness Committee met on April 1 to discuss our Comprehensive Emergency Management Plan, an agreement with EarlyAlert for emergency services, and training requirements mandated by SB 180. Marathon Fire Chief Muro attended and shared with us their latest updates to Marathon's CEMP. As a result, the Commission is considering

adoption of our first Comprehensive Emergency Management Plan – this will be transmitted to Monroe County Emergency Management as dictated by Florida Statute upon adoption.

6. Submitted an application for boat ramp repairs through the Florida Boating Improvement Program administered by the Florida Fish & Wildlife Conservation Commission. Thanks to John Petrohovich from CPH for technical assistance.
7. Submitted an application for wastewater system lift station elevation through the Florida Division of Emergency Management's Hurricane Loss Mitigation Program. Thanks to Jason Shepler from CPH for technical assistance.
8. Posted the bid on DemandStar for RFP 2026-01, Tax Exempt Loan Financing, and opened bids on April 9.
9. Posted the bid on DemandStar for RFP 2026-02, Sludge Hauling, and will have opened bids on April 16.
10. Met with Commissioner Harding and City Clerk Silvia Roussin as well as Shawna Martin and Kelly Gibson from Ovid Solutions to discuss the Urgent Need CDBG grant process as administered by Florida Commerce under the Small Cities Grant Program. Also attended webinar presented by Florida Commerce on the CDBG grant process.

John Bartus
City Administrator, Key Colony Beach



The Florida House of Representatives

Office of the Speaker

MEMORANDUM

To: Members of the Florida House of Representatives
From: Daniel Perez, Speaker
Date: April 8, 2026
Re: Budget Update

We continue to work with our partners in the Florida Senate to build an allocation framework for the 2026-2027 State Budget. There has been some external speculation suggesting that we will be convening next week (April 13-17) to begin work on the budget. This is not accurate. When we have an update on the timing of the budget, we will notify you.

As for the Special Session called by the Governor for the week of April 20th, we will be in touch next week with further details.



THE FLORIDA SENATE
SENATOR BEN ALBRITTON
President

MEMORANDUM

TO: All Senators
FROM: Ben Albritton
SUBJECT: Budget Update
DATE: April 8, 2026

Over the past few weeks, Chair Hooper and I have had productive discussions with our partners in the House on joint budget allocations. While I believe we are making great progress, it will not be necessary for you to return to Tallahassee prior to the special session called by Governor DeSantis. We will share a schedule for that special session as soon as possible.

I'm grateful for everyone's patience, understanding, and support as we work with our House partners to finalize joint allocations and develop our schedule for the budget conference. I look forward to seeing you soon.

Public Works Staff Report

Report for April 16th, 2026 – City Commission Meeting

- Cleaned sign shed
- Repaired pavers at Orchid Garden, Gazebo & East Park
- Citywide Herbicide
- Replaced GFI outlet at Gazebo Park
- Replaced sprinkler heads at East Park and Sunset Park
- Staged mulch for golf course and East Park Beautification workdays
- Installed trailer hitch on building department Ram 1500
- Trimmed purple muhly grass at “what’s your hurry” sign
- Set up cost saving chemical dispensers with Ecolab at the shop
- Replaced the battery in police RAM 1500
- Work with CPH and Aqueduct on stormwater outfall on West Ocean
- Irrigated thatch palms at retention pond
- Moved a significant number of boat trailers in and out of the trailer parking lot
- Repaired banner sleeve at front entrance
- Fabricated poles to accommodate larger banners at entrance
- Met with BrightView to weed, prune and replace plantings and gardens citywide
- Replaced driver’s seat cushion on public works F150
- Replaced taillights on police ram 1500
- Set up detour route to post office around construction zone
- Performed preventative maintenance on air conditioners
- Installed running board on 2wd Ram 2500
- Assisted Beautification with hanging baskets
- Relocated irrigation control panel from Marble Hall to a utility pole on West Ocean Drive
- Worked with Vice Mayor and Samantha on door keying for Marble Hall
- Repaired park benches

Thank you,

Mike Guarino

Public Works Department Head

City of Key Colony Beach
Public Works Safety Training Documentation Form

Date:	4/09/26	Location:	Shop
Time:	0700	Meeting Lead:	Mike Guarino

Attendees: Esteban Cabrera & Mike Guarino

Absentees: Justin Luisi

Topic: Ecolab Cleaning Chemical Mixing Station

1. Introduction and Presentation of Topic:

We went over the SDS sheets for the new cleaning chemical mixing station

2. Discussion, Questions and Concerns:

We talked about the proper PPE to use with this equipment, such as safety glasses and gloves when handling the concentrated form. No PPE is needed once it's in diluted form.

3. Conclusion:

For the floor cleaning machine, it was noted that we would try a 2oz per gallon mixing ratio. Per the label we could go down or up an ounce depending on results.

Building Department Staff Report
Report for April 2026– City Commission Meeting

Tony Loreno – Building Official

- Inspections conducted: 93
- Plan reviews completed: 20
- New construction projects: 10
- New homes completed: 2
- 1 Certificate of Occupancy issued for a newly completed home.
- 3 projects identified with permits past or nearing expiration; contractors have been formally notified.
- 1 stop-work order issued for improper erosion control; the issue has since been corrected and the order lifted.
- Continued daily support for Vice Mayor Colonel and the City Hall renovation project, including on-site coordination, progress tracking, and ensuring Marble Hall remains accessible and functional throughout construction.
- Completed a full-day FEMA Elevation Certificate Workshop, earning required training credits.
- Finalized documentation and organization of 229+ photos from the canal and seawall survey. Selected images have been cross-referenced to each residential address with notes on condition and potential safety concerns. These materials will be reviewed by an engineer, who will provide an assessment and recommendation letter to accompany outreach to affected homeowners.
- Approximately 90% of minor surface-level repairs beneath the Sadowski Bridge have been completed. Remaining work is expected to finish within 10 days, with delays caused by wind and tidal conditions. This preventative maintenance supports the annual FDOT inspection, which found the bridge to be in excellent structural condition, with only minor above-waterline repairs required.
- Ongoing development of standardized inspection reports and checklists—a first for the Building Department—to improve documentation consistency, correction notices, and long-term recordkeeping.
- Samantha and I are reviewing and updating the permitting system, which has not been revised since its original implementation. The update will introduce automated follow-up alerts for inspections and permits nearing expiration. While follow-up has traditionally been the contractor's responsibility, this enhancement will allow the department to better support contractors and builders.
- Successfully completed and passed the next required Florida DBPR Building Official Board Exam, with continued preparation for next upcoming third board exam.

Samantha Rodamer – Building Assistant

- Permits Issued: 22
- Permits Closed: 36
- Reviewed permit applications for completeness.
- Received, coordinated, and completed sewer locates with US Water.
- Responded to questions regarding received property inquiry forms.
- Completed multiple record requests.

- Scheduled a multitude of inspections & organized Building Official's daily inspection schedule.
- Completed multiple Contractor Registrations and updated previously registered Contractor's records.
- Aided contractors and owners with permit-related questions.
- Attended various construction meetings with city staff and contractor.
- Managed and maintained a detailed log of inspections completed on the City Hall construction project.
- Virtually attended the Quarterly Local Mitigation Strategy Workgroup Meeting.
- Attended an in-person training along with the Building Official at the Monroe County Government Center regarding elevation certificates.
- Managed State Milestone report submissions.
- Issued one Certificate of Occupancy for a new construction project (240 14th Street) and began compiling the required documents for a second.
- Toured the City Wastewater plant with Commissioner Harding and Shane Ellis.
- Completed the April schedule for vacation rental inspections & began organizing the schedule for March.
- Began restructuring daily routines & projects in order to complete the roughly 700+ rental inspections that will occur within the next 5 months.
- Successfully updated the vacation rental inspection check lists for both long-term and short-term rentals.
- Created a PowerPoint for owners and property managers detailing "How to Pass a Safety Inspection" to be posted on the KCB website.
- Began finalizing FY Q2's payment report for Building Surcharge Fees to be submitted to DBPR.
- Worked alongside the Building Official in organizing all seawall inspection photos/documents. A meeting with an engineer is scheduled to detail a process for providing the photos for an official stamped letter to owners.
- Worked with multiple contractors regarding their new construction projects.

City Hall Staff Report

Report for March 19th, 2026 – City Commission Meeting

City Clerk Silvia Roussin

- Quarterly Progress Reports and Reimbursement Requests for city grants are in the process of being submitted.
- Continuing grant management and coordination with the State and the City's Grant Manager, including ongoing updates to the Grant Expense Spreadsheet to track expenditures and reimbursements.
- Attended City Hall Construction Progress Meetings and continued coordination with city staff and the contractor, while providing ongoing administrative support.
- Alongside Commissioner Harding and City Administrator John Bartus, I attended bi-weekly meetings with OVID on the CDBG Small Cities grant application
- Completed all public notice requirements for Code Amendments and outgoing Bids.
- Scheduled Special Meetings and Emergency Meetings for the City Commission.
- Assisted legal with the preparation of outgoing bids and with scheduling.
- Alongside Administrative Assistant Par Darnall and Mayor Foster, attended a meeting with Condominium Managers to discuss possible concerns and provide updates within the city.
- Continuing to give notice on upcoming election deadlines for potential candidates.
- Assisted the Code Officer with a Notice of Violation for renting without a license.
- Prepared for and attended the Disaster Committee Meeting, Utility Board Meeting, Beautification Committee Meeting, Recreation Committee Meeting, and City Commission Meetings, and completed the corresponding meeting minutes.
- Provided various updates and notices to residents regarding current city events.
- Attended the monthly legal meeting with the Mayor and City Administrator.
- Responded to citizen correspondence and public records requests in accordance with statutory requirements.
- Processed payroll reports, ACH transactions, FRS and IRS reporting, and wire transfers.
- Managed daily general correspondence and ongoing human resources tasks.

Administrative Assistant/Business Tax Licenses Par Darnall

- Conducted the Property Manager Class on April 7, including preparation and coordination; issued Certificates of Completion to qualified attendees.
- Processed and issued rental licenses, ensuring full application compliance; handled both short-term and long-term rentals, including trailer rentals.
- Managed multiple owner transfer applications.
- Facilitated and supported Zoom meetings for Beautification, Recreation, Utility, Planning & Zoning, City Commission, and Special Called Commission meetings.
- Provided Front Desk coverage during staff absence.
- Reviewed and organized contracts and agreements into a tracking spreadsheet; updated calendar accordingly.
- Compiled an Excel spreadsheet using the County STR master list for survey purposes.
- Researched discrepancies between County and City STR records; confirmed variances related to duplex properties under common ownership.
- Cross-trained on agenda preparation to provide backup support.

City Hall Staff Report

Report for March 19th, 2026 – City Commission Meeting

- Developed a Beautification packet -training.
- Attended coordination meeting with Condo Managers, Mayor, and City Clerk to discuss operational improvements.
- Sent compliance notifications to property owners regarding unlicensed rental activity.

Administrative Assistant/Bookkeeper Linda Jones

- Reconciled bank accounts and credit cards.
- Populated, printed and emailed quarterly sewer invoices.
- Cut checks and paid incoming invoices.
- Filed all paid invoices.
- Managed daily ACH returns and questionable checks presented for payment.
- Applied payments to outstanding invoices.
- Helped property owners with their sewer bills and payments.
- Created and emailed commercial sewer bills.
- Created Beauts and Recreation reports.
- Created a spreadsheet to keep track of Golf Course utilities.
- Deposited and recorded multiple payments for sewer invoices.
- Assisted with creating online access to Wex for department heads.
- Assisted Silvia and Mike with invoice coding.
- Processed various refund requests from building and business departments.
- Made and recorded various transfers per Jennifer and Silvia.
- Recorded semi-monthly payroll transactions in QuickBooks.

Administrative Assistant/Front Desk Cheryl Baker

- Uploaded various meeting minutes to the city website.
- Continually update City Staff and Personal Directories for the website and staff needs.
- Issue boat trailer licenses for short-term renters.
- Manage long-term trailer and boat parking.
- Oversee Sunset Park weddings and collect the required forms and payments.
- Manage the purchase of memorial benches for residents.
- Collect and distribute mail and manage the phones.
- Answer several property inquiries.
- Maintain bulletin boards at City Hall, Post Office, and Marble Hall.
- Prepare all birthday and Christmas cards for staff to sign; mail or give them to the recipients.
- Update website and Constant Contact with upcoming events and activities.
- Order and maintain supplies for the office.
- Communicate with KBCA about merchandise sales in the office and collect payments.

Upcoming

04-18-2026 Candidate Form 2026 Election Cycle

04-21-2026 Utility Board Meeting 3:30 PM

City Hall Staff Report
Report for March 19th, 2026 – City Commission Meeting

04-30-2026 Workshop & 2nd Public Meeting for CDBG Grant 3:00PM/3:30PM

05-12-2025 Beautification Committee Meeting

05-13-2026 DOAH Meeting

5-14-2026 Recreation Committee Meeting – Zoom only 10:00 AM

05-19-2026 Utility Board Meeting 3:30 PM

05-20-2026 Planning & Zoning Board Meeting 3:30 PM

05-21-2026 City Commission Public Hearing

05-21-2026 City Commission Regular Meeting

MINUTES

KEY COLONY BEACH CITY COMMISSION EMERGENCY MEETING

Wednesday, March 25th, 2026 – 3:30 PM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, and Roll Call:** The Key Colony Beach City Commission Emergency meeting was called to order by Mayor Freddie Foster at 3:30 PM, followed by the Pledge of Allegiance, Prayer, and Rollcall. Present: Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Kirk Diehl. Absent: Commissioner Tom DiFrancisco. Also present: City Attorney Jim Hicks, City Administrator John Bartus, Building Official Tony Loreno, Administrative Assistant Par Darnall, City Clerk Silvia Roussin.

2. **Approval of the Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by a majority vote. There were no changes to the agenda, and Mayor Foster asked for a motion to approve.*)

MOTION: Motion made by Vice-Mayor Colonell to approve the agenda. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. **Citizen Comments and Correspondence:** None.

4. **Emergency Action Items**

a. Approval of an Emergency Short-Term Contract for Sludge Hauling

Mayor Freddie Foster addressed the discontinuation of the City's current sludge-hauling provider and the need to secure a new short-term contractor. Mayor Foster explained that Haack Environmental, LLC has the necessary equipment, capacity, and a licensed facility in Big Pine Key to process the City's sludge on a temporary basis while the contract is rebid and equipment and engineering corrections are implemented. Mayor Foster requested a motion for approval.

MOTION: Motion made by Mayor Foster to move that due to current issues related to the hauling of the City of Key Colony Beach's domestic sludge, an emergency exists that poses a threat to public health and safety, and therefore to approve an emergency services contract with Haack Environmental, LLC without competitive bidding. Commissioner Diehl seconded the motion.

DISCUSSION: The Commission discussed potential recourse against the prior waste hauler, the recent sludge spill, and ongoing operational concerns. Commissioner Harding summarized the events leading up to the spill and reviewed the contractual arrangements associated with wastewater plant management and sludge hauling. Vice-Mayor Colonell raised concerns regarding the prevention of future incidents and emphasized the need for improved coordination and communication. Mayor Foster noted that licensing violations are being addressed by the State and commented on the limited availability of pump-out facilities. The Commission discussed the importance of engaging multiple contractors, tracking invoices, coordinating communications with U.S. Water, monitoring system levels, and implementing operational improvements.

ON THE MOTION: Roll call vote. Unanimous approval.

The Commission provided additional comments regarding costs, upcoming communications with the insurance carrier, strategies to reduce long-term expenses, engineering assessments of wastewater equipment and identified deficiencies, the implementation of quarterly reviews, potential changes to the treatment process, including a transition to dewatering, timelines for utilizing Miami-Dade and Broward County facilities, the possible use of grant funding, and bid requirements.

5. **Adjournment:** The meeting adjourned at 4:04 PM.

Respectfully submitted

Silvia Roussin. City Clerk

CITY OF KEY COLONY BEACH

Warrant Number	0326
Items paid from	March 1, 2026
to	March 31, 2026
First Horizon Checking Account - 6871	\$296,815.01
(includes all vendor payments for general, road, building and infrastructure)	
Escrow Account - 5537	-
Payroll Account - 2942	\$137,384.71
Infrastructure Reserve Account - 8644	470,762.94
Road Reserve Account - 8677	-
Impact Fees Reserve Account - 8669	-
First State Bank Reserve Account - 3703	-
Sewer Money Mkt - 0301	-
Stormwater Checking Account - 0128	\$1,877.50
Sewer Account - 6006	\$366,708.36
TOTAL DISBURSEMENTS	<u><u>\$1,273,548.52</u></u>

The City of Key Colony Beach, Florida

REQUEST FOR QUALIFICATIONS

RFQ NO. 26-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES

The City of Key Colony Beach, Florida (hereinafter the “City”), is requesting qualifications from Florida-registered, licensed professional architecture and engineering firms or teams to provide general architecture and engineering services to the City. Responses to this solicitation will be accepted by the City until:

May 11, 2026, at 3:30 PM ET

Responses should be submitted by mail, hand delivery or express mail in a sealed envelope with the respondent’s name and return address. Responses must include one (1) original and five (5) copies, as well as one (1) electronic version on a thumb drive. The outside of the envelope/box used for the sealed proposals should be marked as follows:

“DO NOT OPEN”

“RFQ NO. 2026-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES”

Firm’s Name and Address

Responses should be mailed or delivered to:

**ATTN: JOHN BARTUS, CITY ADMINISTRATOR
600 W. OCEAN DRIVE
KEY COLONY BEACH, FL 33051**

Tel: (305) 289-1212

Email: cityadministrator@keycolonybeach.net

Responses are due no later than the time and date specified in the RFQ. Any proposals received after that time and date will not be opened. No responses may be withdrawn or modified after the due date and time. Any individual requiring special assistance must notify cityadministrator@keycolonybeach.net in writing 48 hours in advance so that arrangements can be made. Proposals by electronic mail, telephone or transmitted by facsimile (FAX) machine will not be accepted. The City reserves the right to reject any and all proposals if it is deemed to be in the best interest of the City.

Any and all questions concerning this Request for Qualifications should be in writing and emailed to John Bartus at cityadministrator@keycolonybeach.net by April 30, 2026 at 4:00 PM ET

Complete RFQ documents and addendum can be downloaded from www.demandstar.com and at the City website at <https://keycolonybeach.net/>. Respondents are responsible to check for addendums prior to submittal.

ANTICIPATED SCHEDULE OF EVENTS*

The tentative schedule of events, relative to this solicitation, shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Solicitation of RFQ	April 20, 2026
Last day for questions/clarification	April 30, 2026 - 4:00 PM ET
Last day for addendum to be posted	May 4, 2026 - 4:00 PM ET
Submission deadline & Bid Opening	May 18, 2026 - 3:30 PM ET
Evaluation Committee Initial Meeting	May 27, 2026 - 3:30 PM ET
Oral Presentations to Evaluation Committee with Short-listed Firms (if elected by Evaluation Committee)	June 4, 2026 - 3:30 PM ET
Evaluation Committee Determination and Recommendation for Award(s) to City Commission	June 4, 2026 – immediately following oral presentations if any, otherwise 3:30 PM ET
Consideration of Award(s) by City Commission	June 18, 2026 – 3:30 PM ET

Note: All dates and times above are subject to change at the City's discretion.

Please note that the City reserves the right to reject any and all responses received pursuant to this RFQ 26-001, re-advertise RFQ 26-001, waive informalities, and the City may enter into a contract determined, in the sole discretion of the City, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

*Schedule may be subject to change based on operations. Any change will be updated on Demandstar.

RFQ NO. 26-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES

1. STATEMENT OF SERVICES

- 1.1 Pursuant to this Request for Qualifications (“RFQ”) package and in compliance with the Consultant’s Competitive Negotiation Act (“CCNA”), Florida Statutes Section 287.055, 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this RFQ, the City is requesting sealed Qualifications Statements from State of Florida Certified Architecture and Engineering Firms to provide professional architecture and engineering services for work to be performed on a continuing contract basis as required and directed by the City, on its various new construction, remodeling, renovation, life safety, infrastructure, maintenance and repair projects. Firms interested in providing Architecture and Engineering Services (A/E) should have proven experience with Florida local government projects.
- 1.2 Prohibition Against Contracting With Scrutinized Companies. Pursuant to Florida Statutes § 287.135, Firms responding to this solicitation must certify that the Firm is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Additionally, the Firm must certify that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. The City shall have the option to terminate its contract with the Firm if the Firm is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or if the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 1.3 Trade Secrets. The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:
- “Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:
1. Secret;
 2. Of value;
 3. For use or in use by the business; and
 4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a

trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency as confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.

- 1.4 While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.
- 1.5 In the event any record is requested under the Public Records Act, procurement staff will consult with the City’s legal counsel and, if City’s legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City’s counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder’s or proposer’s contract price shall not constitute a trade secret.

2. SCOPE OF SERVICES

- 2.1 The qualified firm(s) engaged shall provide professional architecture and professional engineering services, including but not limited to, design, plan review, permitting, specification development, process evaluation, cost estimation, bid assistance, bid and construction documents, construction management, inspections, etc., as directed by the City on an as-needed basis and as may be requested from time to time by the City. Work will be completed in sufficient detail to enable the City to advertise for and obtain on a competitive basis, the most favorable cost proposals from qualified contractors. Design plans shall meet all applicable Federal, State, County and Local regulatory agency requirements.
- 2.2 Professional services contemplated include cost studies, feasibility studies, traffic studies, other study activities, planning and capital needs assessments, regulatory permitting and compliance, design, consulting, and various services, including but not limited to survey and topography, site development, landscape architecture, traffic analysis, and project management, during construction.
- 2.3 Firms must submit a qualifications proposal that includes both professional architecture and professional engineering disciplines to receive a continuing contract to provide professional continuing contract services to the City. The City will not accept qualifications proposals that are for one discipline only.
- 2.4 The Firm shall be familiar with, and work performed for the City shall conform to and be in compliance with, applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures, and directives.
- 2.5 It is the intent of the City to enter into an agreement with one or more qualified firms for each discipline. The initial term of the agreement(s) shall be for a period of three (3) years with an option to renew for an additional two (2) year term. No representation or guarantee is made by the City as to minimum or maximum dollar value, volume of work, or type of work that any firm will receive during the full term of the agreement.

3. REQUIREMENTS

- 3.1 Firms must meet the following requirements:

- 3.1.1 Experience designing projects for municipal, county, special districts, or other similar governmental agencies in the State of Florida;
- 3.1.2 Experience working with construction firms, as well as with construction management firms participating in both the design and construction phases of projects;
- 3.1.3 Demonstrated experience working in a collaborative team environment with project owner and other stakeholders during the design process;
- 3.1.4 Authorized to do business in the State of Florida and must possess professional service registrations in accordance with applicable statutes, regulations, and rules;
- 3.1.5 Personnel of the Firm must have current licenses in the State of Florida and be in good standing;
- 3.1.6 Firms must be knowledgeable of, and in compliance with, the requirements of all federal, state, and local laws and regulations applicable to the provision of their services;
- 3.1.7 The selected Firm(s) and its (their) subconsultants (if any), will be required to meet the insurance requirements of the City specified in **Exhibit 1: Agreement for Continuing Contract Professional Services**.
- 3.1.8 Firms must provide evidence that they have the following insurance coverages at the time of proposal submission by completing **Attachment "L": Insurance Certificate**. Insurance coverage for the City shall include the following:
Umbrella liability insurance shall not be less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Professional liability insurance shall have limits of not less than \$1,000,000 each claim and aggregate.
- 3.1.9 In accordance with Florida law, selected Firms will be required to make sworn Statements regarding Public Entity Crimes and Contingent Fees.
- 3.1.10 If applicable, selected Firms will be required to execute a Truth-in-Negotiation Certificate as required by Section 287.055(5)(a), F.S.
- 3.1.11 Statements of Qualifications must be submitted to the City on or before the time and date and at the place and in the manner indicated in this RFQ; and
- 3.1.12 Costs of participating in the selection process, including presentations to the City, are solely those of the Firm and the City will assume no responsibility for any cost.

4. STATEMENT OF QUALIFICATIONS SUBMITTAL FORMAT

- 4.1 All of the components outlined below must be included in responses to this solicitation.
- 4.2 Firms shall submit one (1) original and five (5) exact hard copies in a sealed envelope or container. The outside of the envelope/box used for the sealed proposals should be marked as follows:

"DO NOT OPEN"
"RFQ NO. 26-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES"
Firm's Name and Address
- 4.3 Responses to this solicitation shall be printed on one side of paper, in no less than 11-point font. Submissions of more than 50 pages will not be disqualified; however, clarity, conciseness, and brevity of this document will be an evaluation criterion.
- 4.4 The RFQ Package format must sufficiently address and demonstrate all required components and follow

the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

4.5 All RFQ Packages must include the following component sections:

- Section 1. Cover Page & Cover Letter**
- Section 2. Company and Staff Qualifications**
- Section 3. Related Experience & References**
- Section 4. Approach to Services and Methodology**
- Section 5. Performance, Quality Control and Cost Control**
- Section 6. Administrative Information**

4.6 **Section 1: RFQ Cover Page (Complete and Submit) and Cover Letter**

4.6.1 The cover letter shall be signed by the President or officer of the responding Firm or, if joint venture, the President/Officer from each member of the joint venture must sign. The cover letter should provide the following:

- Full legal company name;
- Physical street address and mailing address if different than street address (include location address of office that will perform the services under this Contract);
- Primary company phone and fax numbers and email address;
- Company type, i.e., Corporation, Partnership, etc.;
- Listing of Officers;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Reason for interest in submitting a response to this solicitation.

4.6.2 **Delegation of Authority**

A contract entered on behalf of the Respondent may only be signed by an individual who has been delegated signatory authority.

If the individual signing the required forms for this RFQ is not an officer of the firm, the Respondent must provide, with the submitted proposal, a Letter of Delegation of Authority listing agents of the Respondent authorized to negotiate on behalf of and contractually bind the Respondent.

The Letter of Delegation of Authority must be on company letterhead, be signed with an original signature by an officer of the Responding firm and must list the authorized agent(s) name, title, and limit of authority.

4.7 **Section 2: Company & Staff Qualifications**

4.7.1 In this section, Respondents shall provide documentation to fully demonstrate the experience, education, and abilities of any personnel that shall be performing work under this contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Respondent for services similar in size, scope, and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Respondent.

4.7.2 Also in this section, Respondents shall complete and submit the following attachments to

fully demonstrate the firm's qualifications and resources:

- **Attachment "A": Company Organizational Chart.** Submit an Organization Chart reflecting the organization of the company.
- **Attachment "B": Licenses and Certifications.** Complete and submit information on all required and applicable licenses, permits and certifications held by the Respondent as well as Key Personnel.
- **Attachment "C": Team Organizational Chart.** Submit a team organization chart that demonstrates the hierarchy of the Key Personnel that will be responsible for completion of the required services, including names, titles, and organization of the proposed team members.
- **Attachment "D": Key Personnel List.** Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief comprehensive resumes should be provided for each staff member listed.
- **Attachment "E": Proposed Sub-Consultants List.** Respondents may, but are not required to, submit information to demonstrate the qualifications and experience of Sub-Consultants that may be proposed to perform any portion of work specified herein by completing all information. Brief resumes, including any and all licenses/certifications held, should be provided for each Sub-Consultant listed. All proposed Sub-Consultants are subject to approval by the City.

4.8 **Section 3: Related Experience and References**

- 4.8.1 In this section, Respondents shall submit a written narrative describing any and all contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein.
- 4.8.2 Respondents must also summarize, describe and demonstrate:
 - 4.8.2.1 Firm Project Related Experience in Florida: The firm will be expected to demonstrate its experience with projects similar to that described in the Statement and Scope of Work sections within the last seven (7) years. Particular attention should be given to projects completed with Southeast Florida governmental agencies.
 - 4.8.2.2 Firm's Governmental Experience: The firm shall detail experience with other governmental agencies.
- 4.8.3 Respondents must also complete and submit **Attachment "F": Similar Project References.** Respondents shall provide a list of five (5) project references from individuals, firms, or agencies that have contracted with the respondent to perform services of similar size and scope as those described herein. The information required must include reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References should include the primary contacts for the projects listed in the narrative submitted in this section. References shall be checked by City staff for any Respondent the City enters negotiations with, to verify the capability to perform the work, and responsibility to fulfill the requirements of the contract.

4.9 **Section 4: Approach to Services and Methodology**

- 4.9.1 **Proposed Approach and Methodology.** In this section of the package, Respondents shall provide a written narrative describing the proposed approach and methodology for performing services required for this RFQ. Respondents shall include in this section the

Firm's approach to controlling project costs and timelines, quality control, and best practices. The respondents must also provide a detailed approach to be utilized in managing projects, including but not limited to coordination with other contractors, governmental agencies, and utility companies.

- 4.9.2 **Schedule Control Narrative (Limit 1 page).** Submit a written narrative of the firm's project management methods to establish, monitor, and track the coordination of sub-consultants and ability to meet schedules in a timely manner.

4.10 **Section 5: Performance, Quality Control and Cost Control**

4.10.1 **Most Recently Completed Projects.** Complete and submit **Attachment "G": Most Recently Completed Projects.** The last five (5) projects completed by the firm as a prime consultant which may or may not be projects similar in the type, size, and dollar value of the proposed project.

4.10.2 Include the Project Name, Original Cost Estimate, Original Completion Date, Final Project Cost, and Final Completion Date. Provide an explanation narrative for projects under/over budget and under/over the initial completion date. Additional pages to support narratives in **Attachment "G"** will be accepted.

4.11 **Section 6: Administrative Information**

4.11.1 In this section, respondents shall submit the following Attachments:

- **Attachment "H": Sworn Statement on Public Entity Crimes;**
- **Attachment "I": Conflict of Interest Disclosure;**
- **Attachment "J": Affidavit of Financial Solvency;**
- **Attachment "K": Claims, Liens, & Litigation;**
- **Attachment "L": Certificate of Insurance; and**
- **Attachment "M": Affidavit Regarding Coercion for Labor and Services**
- **Attachment "N": Non-Collusion Affidavit**
- **Attachment "O": Drug Free Workplace Form**
- **Attachment "P": E-Verify Affidavit**
- **Attachment "Q": Debarment Certification**
- **Copies of all Acknowledged (signed) Addenda (as posted).**

5. **DETERMINATION OF RESPONSIVENESS**

5.1 The City shall make a determination for each Firm as to the responsiveness of the submission to the requirements provided herein. Respondents determined to be non-responsive will be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of an award.

5.2 The City reserves the right to waive any minor formality or irregularity in any submission by a Firm. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

6. **EVALUATION OF STATEMENTS OF QUALIFICATIONS**

6.1 All submissions that are determined to be responsive to the requirements of this RFQ will be evaluated by an Evaluation Committee of no less than three (3) City representatives.

- 6.2 Evaluators will review and score the responsive submissions individually, with no interaction or communication with any other individual.
- 6.3 The City's Evaluation Committee members will individually rank Firms from highest to lowest in each of the specific evaluation criteria listed below and in **Exhibit 2: RFQ No. 2026-001 Professional Architect and Engineering Services Selection Criteria**.

Evaluation Criteria:

- Company & Staff Qualifications
 - Related Experience and References
 - Approach to Services and Methodology and Quality Control
 - Performance, Quality Control and Cost Control
- 6.4 Respondents will be assigned a score that is the sum of their rank in each category by each Evaluation Committee member.
- 6.5 At a public meeting of the City Evaluation Committee, members will discuss submissions and submit their completed evaluation forms. Firms will be assigned a "score" based on the sum of each committee member's rank on their evaluation sheet.
- 6.6 During the evaluation process, the Evaluation Committee may, at its discretion, request firms to make oral presentations either in person, by phone, or by webinar. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have regarding a firm's proposal. Not all firms may be asked to make such oral presentations and subsequently move forward to the final selection process.
- 6.7 The City's Evaluation Committee may consider any evidence available regarding financial, technical, and other qualifications or abilities prior to final ranking.

7. RECOMMENDATION FOR AWARD

- 7.1 Recommendations shall be made to the City Commission to enter contracts with one or more firms, based on the order of rankings by the Evaluation Committee, with the intention of coming to an agreement over terms and conditions to award a contract for the services described herein.
- 7.2 The City reserves the right to reject any or all qualifications packages, waive minor formalities or award to/negotiate with all firms whose qualifications package best serves the interest of the City.

8. GENERAL INSTRUCTIONS

- 8.1 The contents of a Firm's response to this solicitation may become incorporated into, and a part of, its resulting Contract with the City.
- 8.2 Responses to this solicitation must be typed with the exception of physical signatures. All corrections made by submitting Firms prior to the opening shall be initialed and dated by the Firm. No changes or corrections will be allowed after the solicitation deadline.
- 8.3 **Questions.** Any questions concerning the RFQ should be directed in writing to John Bartus, City Administrator cityadministrator@keycolonybeach.net no later than April 30, 2026 at 4:00 PM ET Only the responses of the above-identified City official shall be binding, and Firms are advised that no other source of information as to this RFQ is authorized, and no other City official is authorized to explain or interpret the RFQ or to respond to questions related thereto. Responses to all appropriately

submitted questions shall be made by way of the issuance of one or more Addenda/Addendum, which shall be published on the City's website under Public Notices and on www.demandstar.com by May 4, 2026 at 4:00 PM ET

- 8.4 DURING THE PERIOD BETWEEN THE ISSUANCE OF THIS RFQ AND THE AWARD OF ALL CONTRACTS TO RESULT THEREFROM, RESPONDERS OR POTENTIAL RESPONDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSES OR POTENTIAL RESPONSES WITH ANY MEMBER OF THE CITY COMMISSION OR CITY STAFF EXCEPT UPON THE EXPRESS WRITTEN APPROVAL OF THE PERSON DESIGNATED IN SECTION 8.3 ABOVE.

This provision is not meant to preclude bidders from discussing other, unrelated matters with City Commissioners or City staff. This policy is intended to create a level playing field for all potential responders, to assure that contract decisions are made in public, and to protect the integrity of the solicitation process. Its purpose is to stimulate competition, prevent favoritism, and secure the best services, work, and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners of the City.

9. TERMS AND CONDITIONS:

- 9.1 The successful Firm shall not discriminate against any person in accordance with Federal, State or Local Law.
- 9.2 It is the sole responsibility of the submitting Firm to ensure proposals are received at the proper place on or before the time and date required, and in the format stated.
- 9.3 The successful Firm will be required to review and comply with all provisions set forth by the State of Florida Department of Environmental Protection in Grant Agreement Number KG011 for the "Ocean Drive Water Quality Improvements Project," and any other current or future federal and state grants the City may receive and for which the successful firm will render services in relation thereto.
- 9.4 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 Florida Statutes § 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 9.5 The City does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability, or any other reason prohibited by law.
- 9.6 By submitting a response to this solicitation, the submitting entity thereby agrees that it consents to the City contacting any parties referenced in the entity's response including, but not limited to, all project owners and references.
- 9.7 The form of agreement the City intends to use in awarding contracts pursuant to this RFQ is attached hereto as **Exhibit 1: Agreement for Continuing Contract Professional Services**. By submitting a response to this solicitation, the submitting entity acknowledges and agrees that, while the negotiation process will allow for requests to revise any portion of the form of agreement, the City does not

anticipate, and will not favor, substantial revisions to the terms stated therein.

- 9.8 By submitting a response to this solicitation, the submitting entity acknowledges the lobbying prohibitions set forth herein, agrees to ensure its officers, employees, agents, attorneys, and lobbyists understand these prohibitions, and agrees that should it, or any officer, employee, agent, attorney, or lobbyist on its behalf, violate such prohibitions, the submitting entity shall be disqualified from further consideration.

This Space is Intentionally Left Blank

**REQUIRED SUPPLEMENTAL INFORMATION
CHECKLIST**

SECTION	RFQ PACKAGE COMPONENTS	CHECK BOX
Section 1	Cover Page & Cover Letter	()
Section 2	Company & Staff Qualifications	
	Attachment "A": Company Organizational Chart	()
	Attachment "B": Licenses and Certifications	()
	Attachment "C": Team Organizational Chart	()
	Attachment "D": Key Personnel List	()
	Attachment "E": Proposed Sub-Consultants List, if any	()
Section 3	Related Experience and References	
	Related Experience Narrative	()
	Attachment "F": Similar Projects	()
Section 4	Approach to Services and Methodology	
	Approach to Services and Methodology Narrative	()
Section 5	Performance, Quality Control & Cost Control	
	Performance, Quality Control & Cost Control Narrative	()
	Attachment "G": Most Recently Completed Projects	()
Section 6	Administrative Information	
	Attachment "H": Sworn Statement on Public Entity Crimes	()
	Attachment "I": Conflict of Interest Disclosure	()
	Attachment "J": Affidavit of Financial Solvency	()
	Attachment "K": Claims, Liens, & Litigation	()
	Attachment "L": Certificate of Insurance	()
	Attachment "M": Affidavit Regarding Coercion for Labor and Services	()
	Attachment "N": Non-Collusion Affidavit	()
	Attachment "O": Drug Free Workplace Form	()
	Attachment "P": E-Verify Affidavit	()
	Attachment "Q": Debarment Certification	()
	Copies of all Acknowledged (signed) Addenda (as posted)	()

**REQUEST FOR QUALIFICATIONS (RFQ) NO.: 26-001:
PROFESSIONAL ARCHITECTURE AND
ENGINEERING SERVICES**

COVER PAGE

**SUBMIT ONE (1) ORIGINAL PROPOSAL AND FIVE (5) COPIES IN A SEALED ENVELOPE OR
CONTAINER TO:**

**ATTN: JOHN BARTUS, CITY ADMINISTRATOR
600 W. OCEAN DRIVE
KEY COLONY BEACH, FL 33051**

Tel: (305) 289-1212

Email: cityadministrator@keycolonybeach.net

FULL LEGAL NAME OF COMPANY: _____

DATE: _____

Mailing Address (Street Address, City, State, Zip Code)

AUTHORIZED COMPANY REPRESENTATIVE

Printed Name & Title

Phone Number

ATTACHMENT "A":

COMPANY ORGANIZATIONAL CHART

(Attach or insert copy here)

ATTACHMENT "C":

TEAM ORGANIZATIONAL CHART

(Attach or insert copy here)

ATTACHMENT "E":

PROPOSED SUB-CONSULTANTS LIST

Each Respondent may, but is not required to, provide any and all subconsultants proposed to perform any portion of work specified herein. Attach brief comprehensive resumes, including any and all licenses/certifications held. All proposed sub-consultants are subject to approval by the City.

Division of Work	Name and Address of Sub-Consultant

ATTACHMENT "F":

SIMILAR PROJECT REFERENCES

Each Respondent must submit a list of five (5) project references from individuals, firms or agencies that have contracted with the respondent in the past seven (7) years to perform services of similar size and scope as those described in this RFQ. The information required shall include the following: reference company name, date(s) of service, project information including name of project, and a contact person name, title, phone number and email address.

REFERENCE 1.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

REFERENCE 2.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

REFERENCE 3.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

REFERENCE 4.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

REFERENCE 5.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

ATTACHMENT "G":

MOST RECENTLY COMPLETED PROJECTS

PROJECT 1

Project			
Description			
Original Completion Date		Final Completion Date	
Original Construction Cost Estimate		Final Construction Cost	
Brief Explanation of Variances			

PROJECT 2

Project			
Description			
Original Completion Date:		Final Completion Date:	
Original Construction Cost Estimate		Final Construction Cost	
Brief Explanation of Schedule Variance			

PROJECT 3

Project			
Description			
Original Completion Date:		Final Completion Date:	
Original Construction Cost Estimate		Final Construction Cost	
Brief Explanation of Schedule Variance			

PROJECT 4

Project			
Description			
Original Completion Date:		Final Completion Date:	
Original Construction Cost Estimate		Final Construction Cost	
Brief Explanation of Schedule Variance			

PROJECT 5

Project			
Description			
Original Completion Date:		Final Completion Date:	
Original Construction Cost Estimate		Final Construction Cost	
Brief Explanation of Schedule Variance			

ATTACHMENT "H":

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

**VENDOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES
FLORIDA STATUTES, SECTION 287.133(3)(a)**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

(print name of public entity)

by _____

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2026.

Personally known _____ or produced identification _____.
(Type of identification)

State of Florida

District of _____

My commission expires:

(Notary Public)

ATTACHMENT "T":

CONFLICT OF INTEREST DISCLOSURE FORM

RFQ No 26-001: Professional Architecture and Engineering Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant's professional judgment in completing work for the benefit of the City of Key Colony Beach, Florida ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Consultants, therefore, must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s): _____

Signature

Print Name/Title

Signature

Print Name/Title

ATTACHMENT "J"

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name} , being of lawful age and being duly sworn I, {insert affiant name} , as {insert position or title} (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____, 20____.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

ATTACHMENT "K":

CLAIMS, LIENS, LITIGATION

Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount, and current status of each Lien.

5. Have you ever abandoned a job, been terminated, or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _ No _____

If not, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages, or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

ATTACHMENT "L":

CERTIFICATE OF INSURANCE

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the following requirements as described within the solicitation:

Firms must provide evidence that they have all insurance coverage as specified in attached contract form. Umbrella liability insurance shall not be less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Professional liability insurance shall have limits of not less than \$1,000,000 for each claim and aggregate.

Failure to provide proof of current insurance coverage or ability to obtain the required coverage may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of "Certificate of Insurance" here)

**ATTACHMENT "N":
THE CITY OF KEY COLONY BEACH, FLORIDA
NON-COLLUSION AFFIDAVIT**

I, _____ of the city/township/parish
of _____, according to law on my oath, and under penalty of perjury,
depose

and say that;

1) I am _____, the bidder making the Proposal
for the project described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that The City of Key Colony Beach, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Bidder)

DATED: _____

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, (name of individual
signing) affixed his/her

signature in the space provided above on this

_____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

ATTACHMENT "O":

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

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 CO, 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 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Date: _____

Applicant's Signature

ATTACHMENT "P":
E-VERIFY AFFIDAVIT

The City of Key Colony Beach, Florida

E-Verify Affidavit

Beginning January 1, 2021, Florida law requires all contractors doing business with the City of Key Colony Beach, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

_____ Date _____ (Signature of Authorized Representative)

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, being personally known or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____

_____ 20 _____

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

ATTACHMENT "Q":
DEBARMENT CERTIFICATION
DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

EXHIBIT 1:

AGREEMENT FOR CONTINUING CONTRACT PROFESSIONAL SERVICES

**NONEXCLUSIVE
CONTINUING SERVICES AGREEMENT
BETWEEN
CITY OF KEY COLONY BEACH, FLORIDA
AND**

THIS AGREEMENT is made effective as of the ____ day of _____, 2026, by and between the CITY OF KEY COLONY BEACH, FLORIDA, a Florida municipal corporation, (the “City”), and _____, a _____ authorized to do business in the State of Florida, (hereinafter referred to as the (the “Consultant”), whose place of business is _____.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City issued a Request for Qualifications from qualified firms for architectural and engineering services (RFQ 2026-01); and

WHEREAS, the Consultant submitted a proposal dated _____, 2026 (“Proposal”), which is attached hereto and incorporated herein by reference, as Exhibit “A,” for certain professional services; and

WHEREAS, the City desires to hire the Consultant on a nonexclusive basis to provide continuing architectural and engineering professional services, consulting, and study activities (“Services”) for the City within the basic terms and conditions set forth in this non-exclusive continuing service agreement (hereinafter referred to as “Continuing Services Agreement” or “Agreement”) and the City’s RFQ 2026-01; and

WHEREAS, the Consultant and the City, desire to enter into the foregoing Agreement for a period of three (3) years from the execution of same, with an option to renew for an additional two (2) year term, and perform all professional services in connection with the RFQ 2026-01 as described herein and as otherwise needed, on a continuing basis in connection with projects where the estimated construction costs does not exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) and service fees for Study activity for each project will not exceed Five Hundred Thousand Dollars (\$500,000.00); and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables periodically as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

Section 1 **Definitions**

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 Compensation: The total amount paid by the City to the Consultant for rendering professional services for a specific project, exclusive of reimbursable expenses.

1.2 Reimbursable Expenses: The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 Specific Project Agreement: An agreement to provide professional services for architecture, engineering, consulting, and study activities services.

1.4 Subconsultant Fee: The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 Mayor: The Mayor of the City, or his designee.

Section 2 **Specific Projects/Scope of Service**

2.1 In accordance with the Consultants' Competitive Negotiation Act, the Consultant may provide professional services to the City for Specific Projects as authorized from time to time by the City, as authorized by subsection 2.6 hereunder and the City's purchasing regulations. The City reserves the right to select one or more firms to do the Projects.

2.2 When the need for services for a Specific Project occurs, the Mayor may enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The City shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Mayor and the Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The City and the Consultant shall utilize as the agreement for each Specific Project a Standard Project Agreement or an applicable AIA Agreement as the parties may agree ("Project Agreement"). Each supplemental agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements for consultant agreements pursuant to Section 287.055, Florida Statutes;
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the City determines that the Consultant services for a particular Project are needed on an hourly basis in lieu of a lump sum compensation package, the Consultant shall charge the City for professional services at those hourly fees as separately agreed to. The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement and issuance of a Notice to Proceed.

2.6 The Mayor is authorized to negotiate and execute Project Agreements for Projects in which the Consultant's services do not exceed that amount as set forth in Section 2-75 of the City Code (currently \$15,000.00). The Consultant's Services shall be performed, completed and submitted to the City as specified in the Project Agreement.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. If any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

Section 3 Term/Commencement Date

3.1 **Term of Agreement:** This Continuing Service Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of three (3) years from the execution of same, with an option for the Parties to renew for an additional two (2) year term, unless and until terminated pursuant to Section 3.2, 3.3, or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed by the City and the Consultant for services to be rendered under said Project Agreement.

3.2 Termination for Convenience:

3.2.0. The City, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

3.2.1. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on any Project unless directed otherwise by the Mayor.

3.2.2. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

3.2.3. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

3.3 **Effect on Project Agreement:** Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

3.4 **Non-Exclusive Agreement:** Notwithstanding the provisions of Subsection 3.1, the City may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the City under similar agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for any Specific Project.

Section 4 Compensation and Payment

4.1 Compensation for Services provided by Consultant for each Project shall be in accordance with the approved fixed lump sum (or hourly basis with a not to exceed amount if agreed to by City in accordance with the terms of this Agreement) set forth in the Statement of Work or the Notice to Proceed in the Scope of Services of a Project Agreement. Additions, deletions, revisions, or any combination thereof, may be ordered by the City by Change Order without invalidating the Project Agreement issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order for such Project.

4.2 Travel expenses, whether within or outside of Monroe County, and whether to a Specific Project or otherwise, shall not be reimbursed unless the Consultant has secured advance written authorization for such travel from the City. All approved travel expenses will be reimbursed in accordance with the City's travel policy. Bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

4.3 During the course of each Project, Consultant shall deliver an invoice to City no more than once per month detailing Services completed since the date of the previous invoice period or the commencement of such Project and the amount due to Consultant under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for such Project. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City.

- 4.3.0. Consultant's invoices must contain the following information for prompt payment:
- 4.3.1. Name and address of the Consultant;
- 4.3.2. Purchase Order number;
- 4.3.3. Date of invoice;
- 4.3.4 Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
- 4.3.5. Name and type of Services;
- 4.3.6. Timeframe covered by the invoice; and
- 4.4.7. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to _____.

Section 5 Additional Services and Changes In Scope of Services

5.1 Changes Permitted: Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the City by Change Order without invalidating the Project Agreement.

5.2 Change Order Defined: Change Order shall mean a written order to the Consultant executed by the City, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

5.3 Effect of Executed Change Order: The execution of a Change Order by the City and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

5.4 Authority to Execute Changes or Requests for Additional Services: The Mayor is authorized to negotiate and execute Change Orders, in an amount not to exceed \$15,000.00 per change. Changes which exceed \$15,000.00, shall be approved by the City Commission.

Section 6 Subconsultants

6.1 The Consultant shall be responsible for all payments to any approved subconsultants and shall maintain responsibility for all work related to the Services and/or any Project.

6.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City, which approval shall be granted or withheld in the City's sole and absolute discretion.

Section 7 City's Responsibilities

7.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

7.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

Section 8 Consultant's Responsibilities; Representations and Warranties

8.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a Consultant under similar circumstances at the time of performance (the "Standard of Care"). Consultant shall perform its services consistent with the professional skill and care ordinarily provided by other similarly licensed professionals practicing in the same or similar locality under the same or similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of any Project pursuant to this Agreement, it is determined that the Consultant's Deliverables or Services are not in accordance with the Standard of Care, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

8.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

8.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

8.4. Affidavits and certificates pertaining to the matters set forth below are included at the end of this Agreement. Contractor represents and warrants to the City, upon execution and throughout the term of this Agreement that:

- A. Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B. None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C. Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely 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 on leases of real property to 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 from the date of being placed on the convicted vendor list.; and
- D. Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E. Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
 - (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(ii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default

F. If applicable, Contractor certifies it is in compliance with Section 287.055 requiring that its wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

Section 9 Conflict of Interest

9.1. Consultant shall not engage in work for other clients that will cause a conflict of interest with the provision of services under this Agreement. Any such conflict shall constitute a material breach of this Agreement.

Section 10 Performance Bonds

10.1. Performance Bonds shall be required for all Projects with a value of \$200,000.00 and higher.

Section 11 Insurance

11.1. Consultant shall secure and maintain throughout the duration of this agreement Insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Except for Workers Compensation/Employer's Liability, Professional Liability and Pollution Liability, insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

11.2. Commercial General Liability coverage with limits of liability of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit, the Products/Completed Operations Liability Aggregate, Personal and Advertising Injury and Each Occurrence limit shall be in the amount of \$1,000,000 each.

11.3. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws.

11.4. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

11.5. Professional Liability Insurance in an amount of One Million Dollars (\$1,000,000.00) per claim, Two Million Dollars (\$2,000,000.00) aggregate.

11.6. If reasonably required by the City due to the requirements of a Specific Project, Pollution Liability Insurance in an amount of \$1,000,000 per claim and in the aggregate. Consultant shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to sudden and accidental release of mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate.

11.7. **Certificate of Insurance**

Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance, Pollution Liability, and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

11.8. **Additional Insured**

Except with respect to Professional Liability Insurance, Pollution Liability Insurance, and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall

contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

Section 12 Nondiscrimination

During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

Section 13 Attorney's Fees and Waiver of Jury Trial

13.1. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

13.2. **IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.**

Section 14 Indemnification

14.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent performance or nonperformance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or nonperformance of this Agreement.

14.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

14.3. The provisions of this Section shall survive termination of this Agreement.

Section 15 Notices/Authorized Representatives

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice

shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Consultant and the City designate the following as the respective places for giving of notice:

City: City Clerk
City of Key Colony Beach, Florida
600 W. Ocean Drive
Key Colony Beach, FL 33051

Copy To: Vernis & Bowling of the Florida Keys, P.A.
c/o Dirk M. Smits, B.C.S., City Attorney
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Consultant: _____

Section 16 Governing Law and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper and exclusively in Monroe County, Florida.

Section 17 Entire Agreement, Modification and Amendment

17.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

17.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

Section 18 Ownership and Access to Records and Audits

18.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions

reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

18.3. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

18.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

18.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

18.8. Public Records. City is a public agency subject to Chapter 119, Florida Statutes. To the extent that City is acting on behalf of City pursuant to Section 119.0701, Florida Statutes, City shall:

18.8.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by City were City performing the services under this Agreement;

18.8.2 Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.8.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

18.8.4 Meet all requirements for retaining public records and transfer to City, at no cost, all public records in possession of the City upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY EMAIL AT: CITYCLERK@KEYCOLONYBEACH.NET, OR BY MAIL TO: CITY OF KEY COLONY BEACH, FLORIDA, ATTN: CUSTODIAN OF PUBLIC RECORDS, 600 W. OCEAN DRIVE, KEY COLONY BEACH, FL 33051, OR BY CALLING (305) 289-1212 EXT 2.

Failure of Contractor to comply with this Section and F.S. §119.0701 shall be deemed a material breach, and the City holding the Contractor in default, termination of the Comprehensive Agreement and/or other legal action.

Section 19 Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

Section 20 Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Section 21 Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

Section 22 Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdiction agencies to perform the Services under this Agreement at its own expense.

Section 23 Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Section 24 Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Section 25 Prohibition of Contingency Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Section 26 Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

Section 27 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

Section 28 Conflicts. In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

Section 29 Scrutinized Companies. Consultant certifies that it and its sub-consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its sub-consultants are found to have submitted a false certification; or if Consultant, or its sub-consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

29.2. Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

29.3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 30 E-Verify Affidavit.

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Section 31 CONTRACT PROVISIONS AND REQUIRED FORM FOR SUBMITTAL WITH PROPOSALS

Any contracts awarded under this agreement may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this agreement. The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this agreement if applicable. The three documents noted as requiring signature and submittal with proposal shall be included if applicable.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION

5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal* Additional Contract Terms – Combined into one document – *Requires signature and submittal with proposal*
14. ACCESS TO RECORDS
15. CHANGES/MODIFICATIONS
16. NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS NOT OBLIGATION BY THE FEDERAL GOVERNMENT
18. PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Consultant shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Consultant's violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Consultant's services and/or the additional expenses to complete Consultant's services beyond the amounts agreed to in this contract, after Consultant has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Key Colony Beach, Florida (the "CITY") may be terminated by either party for cause, or the CITY for convenience, upon ten (10) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the

full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Consultant shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Consultants are 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.
- c. Additionally, Consultants are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Consultant will, in all solicitations or advertisements for employees placed by or

on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subConsultant as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Consultant for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of

experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Consultant agrees to report each violation to City of Key Colony Beach, Florida, and understands and agrees that City of Key Colony Beach, Florida will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Consultant agrees to report each violation to the City of Key Colony Beach, Florida, and understands and agrees that City of Key Colony Beach, Florida will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Consultant agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Consultant shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

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

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. In accordance with 2 C.F.R. §200.321, the Consultant/Subconsultant shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as

“socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Consultant/Subconsultant must take; the requirements do not preclude the Consultant/Subconsultant from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Consultant/Subconsultant to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.

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

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

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

(3) This certification is a material representation of fact relied upon by City of Key Colony Beach, Florida. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Key Colony Beach, Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

14. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, Consultants must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

**ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED
PROJECTS**

The following clauses will form part of the agreement between City of Key Colony Beach, Florida and the Consultant resulting from this RFQ.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Consultant agrees to provide City of Key Colony Beach, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, City of Key Colony Beach, Florida and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between City of Key Colony Beach, Florida and the Consultant modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. Non-use of DHS Seal, Logo, and Flags:** The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

- D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

- E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, Consultant, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

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

FOR CITY OF KEY COLONY BEACH, FLORIDA:

SIGNATURE OF MAYOR

DATE

FOR CONTRACTOR:

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

PRINT NAME

TITLE

Approved as to form and legal sufficiency:

By: _____
Dirk M. Smits, B.C.S., City Attorney

EXHIBIT 2:

RFQ NO. 2026-001

**PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES
SELECTION CRITERIA**

(Bid Review Committee Use Only)

Proposer: _____

Date: _____

Selection Criteria	Point Value Max.	Point Value Awarded
1. Company and Staff Qualifications	30	_____
2. Related Experience and References	30	_____
3. Approach to Services and Methodology	20	_____
4. Performance, Quality Control and Cost Control	20	_____

Total: _____

5/21/2026	6/18/2026	7/16/2026	8/20/2026	09-XX-2026	9/17/2026
Foster	Foster	Foster ZOOM	Foster Zoom	Foster	Foster
Colonell	Colonell ZOOM	Colonell ZOOM	Colonell	Colonell Zoom	Colonell Zoom
Harding	Harding	Harding	Harding	Harding	Harding
DiFransico	DiFransico	DiFransico	DiFransico Zoom	DiFransico	DiFransico
Diehl ZOOM	Diehl ZOOM	Diehl	Diehl	Diehl	Diehl

**EMERGENCY MANAGEMENT
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is entered into by and between:

Early Alert, Inc. (“Consultant”), a Florida corporation with its principal office located at 194 Rowland Hollow Road, Liberty, TN 37095, and

[] (“Client”), with its principal office located at [].

Consultant and Client may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose / Project Overview

This Agreement establishes the terms and conditions under which Early Alert, Inc. (“Consultant”) shall provide professional emergency management and related services to [] (“Client”). These services are intended to enhance the Client’s preparedness, response, recovery, and mitigation capabilities and may include, but are not limited to, the following:

- a) **General Emergency Management Support Services**
- b) **Emergency and Disaster Planning Services**
- c) **All-Hazard Training and Exercises**
- d) **Incident Management / Emergency Operations Center (EOC) Support Team Services**
- e) **Disaster Recovery and Logistical Support Services**

Project Overview

The [] requires the professional services of an experienced emergency management consulting firm to support its personnel before, during, and after emergencies or disasters. These services include, but are not limited to, providing expertise in planning, training, exercises, after-action reporting, project management, and on-site emergency management staffing to enhance the [City]’s readiness, response, and recovery capabilities.

The Consultant shall maintain proven experience in programmatic emergency management for a municipality of comparable size and complexity and possess in-depth knowledge and expertise in the following areas:

- FEMA National Planning Frameworks
- National Incident Management System (NIMS)
- Incident Command System (ICS)
- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA Public Assistance Program
- Hazard Mitigation Assistance
- Florida Division of Emergency Management (FDEM), including the Florida Recovery Obligation Calculation (F-ROC)

- Monroe County Emergency Management Program and Requirements
- Florida Statutes §252.38(2) – *Emergency Management Powers of Political Subdivisions*

The Consultant shall also maintain an understanding of the unique challenges and vulnerabilities relevant to the **Florida Keys**, including coastal hazards, limited egress routes, resource dependencies, and seasonal population fluctuations.

2. Background Information

As a coastal community, the [] is highly exposed to tropical cyclones capable of producing destructive winds and storm surge resulting in minor to extensive damage to residents, businesses, critical infrastructure, utilities, and public facilities. Hurricane evacuation operations are further complicated by the community's reliance on a single ingress and egress route—**U.S. Highway 1**—making close coordination with the County essential to ensure timely and effective evacuation and reentry operations.

Additional vulnerabilities include the need for surge capacity and the strategic placement of experienced, credentialed personnel during disaster threats and impacts—resources vital to sustaining effective emergency management operations, continuity of government, and continuity of essential services.

It is well documented that **Monroe County**, including the municipality of [], is among the most hurricane-prone regions in the United States, as identified by the **National Hurricane Center**. Due to its geography and coastal setting, the [] **City** is also subject to a range of other natural and human-caused hazards identified in its **Comprehensive Emergency Management Plan (CEMP)**. The potential loss or impairment of **U.S. Highway 1** or its connecting bridges could significantly delay response and recovery operations, impacting the City and County for days, weeks, or even months.

Pursuant to the powers and duties prescribed by the [] **City** Charter, **Florida Statute §252**, and the delegation of home rule authority by the [] **City** Manager, the City maintains the capability and commitment to deploy its forces and capital resources in good faith to prevent the loss of life and property and to uphold mutual aid obligations with surrounding jurisdictions.

The [] **City** follows the **National Incident Management System (NIMS)** and **Incident Command System (ICS)** frameworks to ensure consistency and interoperability with local, county, state, and federal partners. A copy of the [] **City** **Comprehensive Emergency Management Plan**, adopted by the City Council and approved by the County Department of Emergency Management, is available upon request.

3. Required Qualifications

The Consultant shall demonstrate relevant emergency management experience within the **State of Florida** during the past five (5) years. Experience and demonstrated knowledge of the unique vulnerabilities and operational challenges specific to the **Florida Keys** are strongly preferred.

The Consultant shall maintain all licenses, certifications, and professional credentials required by applicable **state and local laws** to perform the services described in this Agreement.

4. Project Understanding

The Consultant acknowledges that it has familiarized itself with the conditions, requirements, and obligations necessary for the successful performance of the work described herein. Failure to do so shall not relieve the Consultant of its responsibility to complete all services in accordance with the terms of this Agreement.

The Consultant shall comply with all applicable **federal, state, and local laws, statutes, regulations, and ordinances** governing the execution of this Agreement, including but not limited to those relating to minimum wage rates, nondiscrimination, occupational safety and health, environmental protection, preservation of natural resources, fire protection, permits, and applicable fees.

5. Staffing and Qualifications of Firm and Key Personnel

The Consultant shall provide a detailed description of its organizational structure, ownership, and management composition, including the names and titles of all principals or individuals with a controlling interest in the firm.

Senior Advisor for Disaster Recovery

This key position shall provide direct technical assistance to the [] staff or its designee. The **Senior Advisor** must possess extensive knowledge of the operational, financial, and regulatory requirements of FEMA and other federal and state public assistance programs. Candidates shall have a minimum of **five (5) years** of demonstrated experience serving in a senior role within local, state, or federal emergency response and recovery operations, or equivalent expertise that demonstrates the ability to effectively perform the required duties.

Technical Assistants

The Consultant shall identify the staff members assigned to perform the work under this Agreement and illustrate clear lines of authority, roles, and responsibilities within the project team.

The Consultant shall specify the **minimum qualifications** for each employee classification and identify each individual's designated role. The Consultant shall also include the **location of its principal office** and the **office proposed for project work** to demonstrate availability and capacity to support the Client's needs.

6. Scope of Services

The **Consultant** shall furnish qualified personnel, subject matter expertise, and professional resources necessary to perform the services described herein. All work shall be conducted in coordination with the **Client's designated representative(s)** and in accordance with applicable federal, state, and local standards, including **FEMA, NIMS/ICS, HSEEP, NFPA 1660, and ISO 22301** principles, as applicable.

6.1 Emergency and Disaster Planning Services

The Consultant shall support the Client in the development, review, and maintenance of emergency and disaster management documents, plans, and procedures. Activities may include:

- Developing, updating, or enhancing the Client's **Comprehensive Emergency Management Plan (CEMP)** and supporting annexes.

- Integrating **continuity of operations (COOP)** and **continuity of government (COG)** frameworks.
- Conducting hazard vulnerability analyses, capability assessments, and threat/risk identification.
- Aligning planning efforts with **FEMA's National Planning Frameworks** and applicable state and local guidance.
- Providing project management, stakeholder engagement, and plan implementation support.

6.2 All-Hazard Training and Exercises

The Consultant shall design, deliver, and evaluate training and exercise programs to strengthen the Client's preparedness and operational readiness. Activities may include:

- Developing and conducting customized training courses for elected officials, emergency management personnel, and partner agencies.
- Designing and facilitating **tabletop (TTX)**, **functional (FE)**, and **full-scale (FSE)** exercises in accordance with **HSEEP** methodology.
- Producing **After-Action Reports (AARs)** and **Improvement Plans (IPs)** to document observations and corrective actions.
- Providing instructor-led, scenario-based, and hands-on training aligned with **NIMS/ICS** standards and agency-specific requirements.

6.3 Incident Management / EOC Support Team Services

At the request of the Client, the Consultant shall provide qualified personnel to assist or augment the Client's **Emergency Operations Center (EOC)** or field **Incident Command** operations before, during, and after an incident. Support may include:

- Deployment of an **Incident Management Support Team (IMST)** to provide on-site operational coordination and executive decision support.
- Staffing key EOC or Incident Command positions in accordance with the **ICS structure**.
- Supporting situation reporting, operational planning, and information management functions.
- Providing technical assistance for **logistics, documentation, and resource management** during activation.
- Assisting with **demobilization planning, after-action documentation, and recovery transition** following response operations.

6.4 Recovery and Logistical Support Services

The Consultant shall assist the Client in both **short-term and long-term recovery operations**, including coordination with federal, state, and local agencies to restore critical functions and community lifelines. Services may include:

- **Recovery Management:** Coordination of recovery operations, development of **Recovery Action Plans**, and facilitation of post-disaster assessments.
- **FEMA and State Recovery Programs:** Technical assistance with **Public Assistance (PA)**, **Individual Assistance (IA)**, and **Hazard Mitigation Grant Program (HMGP)** documentation, validation, and project closeout.

- **Mass Care and Human Services:** Support for sheltering operations, family reunification, and unmet needs coordination.
- **Logistical Support:** Assistance with resource tracking, supply distribution, and sustainment of emergency operations.
- **Long-Term Recovery Planning:** Guidance in developing strategies for community resilience, infrastructure restoration, and mitigation integration.

6.5 General Emergency Management Support Services

The Consultant may provide additional advisory and technical services to enhance the Client's overall emergency management program. These may include:

- Grant management and compliance support.
- Development of policies, standard operating procedures (SOPs), and operational guidance.
- Coordination with partner jurisdictions to improve interoperability and resource-sharing.
- Subject matter expertise for special projects, workshops, and community preparedness initiatives.
- Executive advisory services to strengthen enterprise-wide resilience, continuity, and disaster risk reduction.

7. Deliverables and Performance Standards

The Consultant shall perform all services and deliver associated work products in a professional and timely manner consistent with industry best practices, applicable standards, and the expectations of the Client. All deliverables shall be subject to Client review and acceptance.

7.1 Deliverables

The Consultant shall provide written documentation, reports, or other agreed-upon materials as specified in project task orders or work authorizations. Typical deliverables may include, but are not limited to:

- Updated or newly developed **plans, annexes, and procedures.**
- **After-Action Reports (AARs) and Improvement Plans (IPs).**
- **Training materials, presentations, and participant guides.**
- **Exercise plans (ExPlans), scenarios, evaluation guides, and summary reports.**
- **Situation reports, briefings, and operational documentation developed during EOC or IMST deployments.**
- **Project status updates or progress reports summarizing work completed, findings, and next steps.**

All deliverables shall be transmitted in both electronic (PDF and editable source) formats, unless otherwise agreed in writing.

7.2 Quality Assurance / Quality Control (QA/QC)

The Consultant shall maintain an established **Quality Assurance and Quality Control (QA/QC)** program to ensure accuracy, consistency, and completeness of all work products.

- Deliverables shall undergo internal review by qualified subject matter experts prior to submission.
- QA/QC procedures shall verify compliance with applicable standards, including **FEMA, HSEEP, NIMS, and NFPA 1660** requirements where relevant.
- The Consultant shall promptly address any deficiencies identified by the Client during review and resubmit revised materials within an agreed-upon timeframe.

7.3 Performance Standards

The Consultant shall adhere to the following performance expectations:

- All services shall be performed in a professional manner consistent with accepted **emergency management practices** and the **highest standards of care** in the industry.
- The Consultant shall maintain qualified, credentialed personnel with experience commensurate to their assigned responsibilities.
- The Consultant shall meet all agreed-upon **milestones, deadlines, and deliverable schedules**, unless otherwise modified in writing by mutual consent.
- The Consultant shall maintain regular communication with the Client's designated representative to ensure alignment with project objectives and priorities.
- The Consultant shall be responsive to the Client's inquiries and provide timely updates on progress, issues, and recommendations.

7.4 Acceptance of Work

All deliverables submitted by the Consultant shall be subject to review and acceptance by the Client. Acceptance shall be based on the Consultant's compliance with the scope of work, deliverable quality, and adherence to schedule. Failure to meet the agreed-upon standards may result in corrective action or non-acceptance until deficiencies are resolved to the Client's satisfaction.

8. Term of Agreement and Termination

8.1 Term of Agreement

This Agreement shall commence on the **Effective Date** set forth below and shall remain in effect for a period of **five (5) years**, unless otherwise terminated in accordance with the provisions of this Agreement.

Upon mutual written consent, the **Client** may exercise up to **three (3) additional one-year extension periods**, under the same terms and conditions, subject to satisfactory performance by the **Consultant** and the continued availability of funding. Any extension shall be executed in writing and approved by both Parties prior to the expiration of the then-current term.

8.2 Termination for Convenience

Either Party may terminate this Agreement, in whole or in part, without cause, by providing the other Party with **no less than thirty (30) days' written notice**. Upon termination, the Consultant shall be entitled to payment for all authorized work satisfactorily performed up to the effective date of termination.

8.3 Termination for Cause

The Client may terminate this Agreement immediately upon written notice if the Consultant fails to perform in accordance with the terms of this Agreement, becomes insolvent, or engages in conduct that, in the Client's reasonable judgment, jeopardizes the successful completion of the work. In the event of termination for cause, the Consultant shall be compensated only for work accepted by the Client prior to the date of termination.

8.4 Obligations Upon Termination

Upon termination of this Agreement for any reason:

- The Consultant shall promptly deliver to the Client all completed and in-progress work products, data, and related materials, regardless of the stage of completion.
- The Consultant shall cooperate with the Client to ensure an orderly transition of services and records, as requested.
- All payment obligations incurred prior to termination shall be settled in accordance with **Section 9 – Compensation and Payment Terms**.

8.5 Survival of Obligations

Any provisions of this Agreement that, by their nature, are intended to survive termination or expiration—including but not limited to **Confidentiality, Indemnification, and Ownership of Work Products**—shall remain in full force and effect.

9. Compensation and Payment Terms

9.1 Compensation

The Client agrees to compensate the Consultant for services rendered under this Agreement in accordance with the rates, terms, and conditions established in the approved **Fee Schedule**, attached hereto as *Exhibit A* and incorporated by reference. Compensation may be structured on a **time-and-materials, fixed-fee, or task order** basis, as mutually agreed upon in writing for each specific engagement.

No payment shall be made for work that has not been authorized, properly invoiced, or accepted by the Client.

9.2 Fee Schedule and Approval Process

All services performed shall adhere to the approved **Fee Schedule**, unless otherwise specified and mutually agreed upon in writing.

Services will commence only upon issuance of a formal **Notice to Proceed (NTP) or Task Order** by the [_____], which shall define the specific scope of work, deliverables, schedule, and authorized funding amount.

Any modification to the Fee Schedule, including adjustments to hourly rates, travel reimbursements, or project scope, must be approved in writing by the Client prior to commencement of work.

9.3 Invoicing and Payment

The Consultant shall submit invoices to the Client on a **monthly** basis, or as otherwise agreed, detailing the work performed, hours expended, and applicable rates and expenses. Each invoice shall reference the associated **Task Order** or **Notice to Proceed**, and shall include sufficient documentation to support the charges.

The Client shall review and, if acceptable, process payment within **thirty (30) calendar days** of receipt of a proper invoice. Disputed amounts shall be identified in writing, and undisputed portions shall be paid in accordance with this section.

9.4 Reimbursable Expenses

Reasonable and necessary travel or project-related expenses incurred by the Consultant in connection with services performed under this Agreement shall be reimbursed at actual cost, consistent with **state and local travel reimbursement policies** or as otherwise specified in *Exhibit A*. The Consultant shall obtain advance approval from the Client for any reimbursable expenses exceeding the established thresholds.

9.5 Funding and Appropriations

All payments by the Client are subject to the availability of appropriated funds. In the event sufficient funds are not appropriated or otherwise made available, the Client may terminate this Agreement without penalty upon written notice to the Consultant.

10. Ownership of Work Products

10.1 Work Product Ownership

All documents, reports, plans, data, maps, studies, training materials, software configurations, or other materials (collectively, "**Work Products**") produced by the **Consultant** in the performance of this Agreement shall be deemed **works made for hire** and shall become the exclusive property of the **Client** upon payment for the services rendered.

The Client shall have full and unrestricted rights to use, reproduce, modify, distribute, and share such **Work Products** for governmental, emergency management, or internal operational purposes without further compensation to the Consultant.

10.3 Delivery of Materials

Upon completion or termination of this Agreement, the Consultant shall promptly deliver to the Client all **Work Products**, whether completed or in progress, including electronic files, raw data, notes, drafts, and supporting documentation. Deliverables shall be provided in commonly accessible digital formats (e.g., PDF, Word, Excel, or GIS shapefiles), unless otherwise agreed to in writing by both Parties.

10.4 Retention and Archiving

The Consultant may retain one (1) archival copy of all **Work Products** solely for internal recordkeeping, audit, or professional reference purposes, provided that such materials are not disclosed, reused, or distributed in any manner inconsistent with the Client's ownership rights or the terms of this Agreement.

10.5 Public Records Compliance

The Consultant acknowledges that the Client may be subject to applicable public records laws (e.g., *Florida Statutes Chapter 119*). The Consultant agrees to cooperate fully with the Client in responding to any lawful request for public records arising under such laws, subject to applicable exemptions protecting proprietary, confidential, or security-sensitive information.

11. Entire Agreement and Execution

11.1 Entire Agreement

This Agreement, including all exhibits, attachments, and incorporated documents, constitutes the **entire understanding** between the Parties regarding the subject matter herein and supersedes all prior or contemporaneous discussions, proposals, or agreements, whether written or oral. Any amendments or modifications to this Agreement shall be in writing and executed by authorized representatives of both Parties.

11.2 Independent Contractor

The Consultant is and shall remain an **independent contractor** in the performance of all work under this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer–employee relationship between the Client and the Consultant or any of the Consultant’s employees, agents, or subcontractors.

11.3 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the **laws of the State of Florida**. Any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in a court of competent jurisdiction located within the State of Florida.

11.4 Notices

All notices, requests, or other communications required under this Agreement shall be in writing and delivered personally, by certified mail (return receipt requested), or by recognized overnight courier to the following addresses—or to such other addresses as may be designated in writing by either Party:

For the Client:

[Name / Title]

[Agency / Department]

[Address]

[City, State ZIP]

For the Consultant:

Early Alert, Inc.

Attn: William A. Wagner III, Chief Operating Officer

194 Rowland Hollow Road

Liberty, TN 37095

11.5 Assignment

Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that the Consultant may assign this Agreement to a successor entity in the event of a merger, acquisition, or corporate reorganization, provided such successor assumes all obligations herein.

11.6 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.7 Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures or scanned copies shall be deemed valid and binding to the same extent as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Professional Services Agreement as of the dates indicated below.

CLIENT

CONSULTANT

[_____]

Early Alert, Inc.

By: _____

By: _____

Name: _____

Name: William A. Wagner III

Title: _____

Title: Chief Operating Officer

Date: _____

Date: _____

Appendix A

Cost/Fee Proposal

At the direction of the Client, Emergency Management services will be provided on an **as-needed basis**. For each requested project or tasking, Early Alert will submit a **detailed cost proposal** outlining the scope of work, estimated effort, and associated fees. All proposals must be **reviewed and approved by the Client prior to commencement of services**.

Project timelines will be developed following a **Client request for specific tasking** and a **preliminary gap analysis conducted by Early Alert**. This analysis will inform the proposed start date and provide a **best estimate of the number of calendar days required to complete the project**.

Cost: Early Alert will remain in **stand-by status** until a formal **“Notice to Proceed” (NTP)** or **Task Order** is issued by the Client.

Fee Schedule and Approval Process

All services will be performed in accordance with the **approved Fee Schedule**, unless otherwise specified and mutually agreed upon in writing by both parties. Work will begin only upon receipt of a **Client-issued Notice to Proceed or Task Order**, authorizing Early Alert to initiate the agreed-upon services.

AS NEEDED FEE SCHEDULE	RATE
Executive Emergency Management Consultant	\$350/hr
Sr. Emergency Management Consultant	\$225/hr
Project Manager	\$225/hr
GIS Specialist	\$195/hr
Emergency Management Consultant	\$175/hr
Senior Planner	\$250/hr
Senior Developer	\$275/hr
Developer	\$225/hr
Lead Planner	\$175/hr
Planner	\$125/hr
Emergency Manager Coordinator	\$195/hr
Operation Manager	\$175/hr
Operation Specialist	\$125/hr
Administrative Assistant	\$95/hr

AS NEEDED FEE SCHEDULE	RATE
Administrative Assistant	\$75/hr
Lead Instructor	\$155/hr
Unit Instructor	\$125/hr
Mentor	\$100/hr

NIMS ICS Baseline Training	
ICS 300 (18 hrs) with 1 required instructor <i>Up to 25 students</i>	\$9,200*
ICS 300 (18 hrs) with 2 required instructor <i>Up to 40 students</i>	\$13,000*
ICS 400 (12 hrs) with 1 required instructor <i>Up to 25 students</i>	\$7,500*
ICS 400 (12 hrs) with 2 required instructor <i>Up to 40 students</i>	\$10,500*
* For specific training course set pricing includes necessary instructional materials for the instructors and students (per the class sizes noted). It also includes travel expenses such as per diem, airfare, lodging, meals, car rental and other related costs for our instructor team.	

Incident Management/EOC Support Team Services	
<p>Phase 1. Activation:</p> <ul style="list-style-type: none"> When "Notice to Proceed" is given. Activation fee is in effect until Phase 2 deployment is initiated. 	\$4,800 plus expenses, per 24 hr. day.
<p>Phase 2. Deployment:</p> <p>IMST Deployment Fee's will apply as follows:</p> <ul style="list-style-type: none"> When IMST personnel are deployed, hourly rate per position/person. Portal-to-Portal. * (See Note below) 	
<p>Note 1: Deployment</p> <p>Phase 1 On-Site Incident Management Support Team (IMST) Activation Fee The activation fee applies when the CLIENT or designee requests IMST deployment to the Emergency Operations Center, Command Post, or another designated location.</p> <ul style="list-style-type: none"> On-Site Activation: The fee schedule takes effect upon CLIENT request, followed by a written "Notice to Proceed" or "Task Order." Billing is calculated in 12-hour increments for partial days. Initial IMST Response: Team size varies based on event scope. Typically, a two-person team is deployed for Phase 1 to assess the situation and determine resource needs. In Phase 2, staffing scales up as necessary. If the event escalates significantly, Early Alert maintains pre-staged personnel for immediate deployment. 	

- **Payment Terms:** All fees and financial obligations are due in full as services are rendered.

- **Phase 2 Response Fees:** Professional services will be invoiced bi-monthly. Expenses, including transportation, lodging, meals, and incidentals, will be billed at cost. Early Alert (EA) will strive to minimize expenses and encourage CLIENT assistance where possible.
- **Portal-to-Portal Billing:** This billing applies during the initial response in Phase 1 and/or Phase 2 and remains in effect until EARLY ALERT (EA) determines that the CLIENT is ready to transition from the Initial Response Phase to the Recovery Phase. Billing continues until the Emergency Operations Center (EOC) or other designated location transitions to standard business operations.

Portal-to-Portal billing includes all compensable time beginning with the start of authorized travel, hours worked, and any period during which an EA Incident Management Support Team (IMST) member is required to be on-site or at a designated job location. EA will issue formal notification and recommendations to the CLIENT when a transition to Recovery Phase is appropriate.

- **FEMA Reimbursement Eligibility:** IMST activation fees may qualify for FEMA reimbursement if the Governing Agency is included in a declared disaster under a Presidential Declaration. The reimbursable amount depends on Federal, State, and local cost-share eligibility. CLIENT should monitor FEMA updates, as eligibility is not guaranteed.
- **Payment Terms:** All fees and financial obligations are due in full upon service delivery, regardless of any pending FEMA Public Assistance (PA) reimbursement applications.

Note 2: Travel Expenses

Travel expenses are not included in service fees and will be invoiced as actual costs plus per diem, in accordance with the "Fee Schedule Reimbursable Expenses" schedule. All travel must be pre-approved in writing by the CLIENT.

Note 3: Payment Terms

All fee payments and financial obligations arising from service requests and contract fulfillment are due in full as services are rendered. Payment is not contingent upon, nor subject to, any application for FEMA and/or State reimbursement.

Reimbursable Expenses for Optional “As-Needed Projects”

All scheduled travel for official on-site deployments or meetings with the CLIENT will be reimbursed at actual cost, as outlined below. Invoices for reimbursable expenses will include an itemized list supported by original bills, invoices, passenger receipts, and any other applicable documentation.

FEE SCHEDULE - REIMBURSABLE EXPENSES
<p>A. Air Travel: Airfare will be reimbursed based on the most direct route at coach class rates, including costs incurred due to CLIENT postponement or cancellation. If a trip is cancelled, all reservations must be cancelled promptly to avoid additional charges. Travel arrangements should be made as early as possible, when practical, to secure the best available rates.</p>
<p>B. Lodging: CLIENT will reimburse lodging costs at preferred corporate or contract rates. If such rates are not available, reimbursement will be based on the standard rate for single-room occupancy.</p>
<p>C. Meals: EARLY ALERT may claim up to \$65 per diem for meals during the business trip, in alignment with the Federal Meals and Incidental Expenses (M&IE) minimum rate.</p>
<p>D. Car Rental: CLIENT will reimburse reasonable car rental charges, including the cost of fuel purchased, for authorized travel only. EARLY ALERT will refuel rental vehicles prior to return to avoid additional surcharges typically applied by rental companies for refuelling services.</p>
<p>E. Parking: CLIENT will reimburse reasonable parking expenses at actual cost when incurred during the performance of services while on official company business for the trip.</p>
<p>F. Tolls and Fees: CLIENT will reimburse reasonable transportation-related tolls and fees at actual cost when incurred during the performance of services while on official company business for the trip.</p>
<p>G. Non-Allowable Expenses: CLIENT will not reimburse expenses related to family members, personal items, charitable contributions, or any other costs not specifically identified in this schedule as reimbursable.</p>

287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
THE KEY COLONY BEACH POLICE DEPARTMENT

This Service Agreement (“**agreement**”) is entered into between United States (US) Department of Homeland Security (“**DHS**”), Immigration and Customs Enforcement (“**ICE**”), and **The Key Colony Beach Police Department: UEI: JKS2WB741PL8** for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as “aliens” and “detainees”). The term “parties” is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform immigration enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement (ORR) custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 5 – 287(g) Electronic Payment Request for Stipends

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Key Colony Beach Police Department and the Department of Homeland Security, U.S. Immigration and Customs Enforcement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime).

ACCEPTED:

U.S. Immigration and Customs Enforcement
Contracting Officer (CO)

Signature:



Date:

ACCEPTED:

Key Colony Beach Police Department
Kris DiGiovanni
Chief of Police

Signature:

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

Date: November 13, 2025

Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider’s officers to qualify for any reimbursement in this agreement, the team will be reimbursed for any time spent conducting immigration enforcement activities. The enforcement action activities may be during the course of normal duties, or at the direction of ICE.
- Law Enforcement Agency (LEA) - Any agency with an active 287(g) Task Force Model (TFM) Memorandum of Agreement (MOA) signed by the Immigration and Customs Enforcement (ICE) director or designee.
- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required training and is in possession of valid TFM credentials (temporary or permanent).
- Immigration Enforcement Activities (IEA) - any immigration enforcement work conducted during the course of normal duties, and/or work in concert with local ICE/ERO officers.
- Unaccompanied Alien Children (UAC) - any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.
- TFM Participation Worksheet (TPW) - a paper or electronic document provided by the ERO Enforcement Division that collects information related to a LEO’s enforcement action under the TFM MOA.

Article 1. Purpose

- A. Purpose: The purpose of this service agreement is to establish an agreement between ICE and the service provider for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.
- B. Responsibilities: This agreement sets forth the responsibilities of ICE and the service provider.
- a. ICE
 - i. ERO shall provide the service provider with access to required Federal Law Enforcement Training Center (FLETC) e-course curriculum required for service provider candidates to become credentialed Task Force Model (TFM)/Task Force Officers (TFO) upon successful completion.

- ii. ERO shall provide service provider with the “287(g) Service Provider Monthly Report” template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), and benefits related to immigration enforcement activities performed on behalf of ICE. This template shall be e-mailed to the designated ICE/ERO POC(s) at ERORPA-287g-TFM@ICE.dhs.gov no later than the 10th day following the month in which services were performed. This process may be updated with further requirements or automations at a later date.
- iii. ERO designee shall verify and validate service provider salary, overtime, and benefits data incurred monthly by each operating team.
- iv. ERO designee shall verify and validate the service provider’s immigration enforcement activity accomplishments on a monthly basis, with disbursements to be paid quarterly
- v. The ERO 287(g) Program shall coordinate with ERO Field Offices on validated operational enforcement statistics using ERO systems of record and will confirm payment disbursements. Salary, overtime, and benefits payments will be disbursed monthly.

b. Service Provider

- i. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all immigration enforcement activities addressed in this agreement. Immigration enforcement activities will comply with the Memorandum of Agreement (MOA) 287(g) Task Force Model between the service provider and ICE.
- ii. The service provider shall provide ERO with salary, overtime, and benefits package data for each TFO assigned to an operationalized team as indicated in Section B.a.ii. above.
- iii. The service provider shall attest to the truthfulness and accuracy of all salary, overtime, benefits, and operational information provided to ICE on the monthly invoice submission.
- iv. The service provider shall provide ERO with subjects of interest located from immigration enforcement activities and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other)

The service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and Unaccompanied Alien Children (UAC), for each credentialed TFO assigned to the apprehension.

- v. On all invoices, the service provider shall identify TFO participants by their ICE designated credential identification number (generated after completion of the ICE e-FLETC coursework).
- C. Rates: All rates are specified in the OF347. This is a fixed rate agreement, subject to the availability of funds.
- D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the Memorandum of Agreement 287(g) Task Force Model between the provider and ICE will be the guiding document.

Article 2. Task Force Model Participation Verification

A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

B. Process

Service providers will only be eligible for reimbursement for IEA and UAC cases. TFOs will record all enforcement actions on the approved TPW, on which they will specify whether the case is IEA or UAC. TFOs will provide the TPW to their LEA POC at the end of their shift.

The LEA POC will create a process to save and track all TFO TPWs.

The ERO POC will reconcile the list of TFO enforcement actions against events recorded in ICE systems of record. Any unmatched records will be reviewed by the ERO POC to identify a cause and resolution. If a case cannot be resolved because it is not in an ICE system of record, then the ERO POC will notify the service provider POC that the case has been rejected. If the service provider POC submits correct information and the case is located, then credit will be granted.

If the service provider has indicated they will participate in locating UACs within their jurisdiction, all work performed must be in accordance with the UAC Statement of Objectives and Performance Metrics, Responsibilities, and Incentives Overview. These two documents are available upon request and confirmation of participation in locating UACs within their jurisdiction. The two documents will be incorporated into the agreement once participation is verified.

Disputes of participation verification will be handled between the ERO field office and service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

- A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.
- B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a Federal lapse of funding, please consult with the CO.
- C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

- A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

- A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.
- B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE Head of Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment>. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.
- B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive “All Awards” in their SAM registration. The SAM website can be found at www.sam.gov.
- C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10th day of the subsequent month after the immigration enforcement action is performed. Service providers shall submit invoices for incentive payments by the 10th day after the end of the federal fiscal year quarter (Jan. 10th, Apr. 10th, Jul. 10th, Oct. 10th).

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortious conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE’s officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.
- B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider’s employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a service provider employee arising in the performance of this agreement.

- C. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.
- D. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

- A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 4.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

- B. **Wage Determination:** Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.
- C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

- A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.
- B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

- C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

- A. The service provider shall comply with the Privacy Act of 1974 (“the Act”) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
- B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.
 - 1. “Operation of a system of records,” as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
 - 2. “Record,” as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
 - 3. “System of records on individuals,” as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.

Related Products



Virtual Tour Available

2 Station Portable Restrooms Trailer | Calypso Series

\$50,840.00

SKU# RRS234219

Available to Order

Smarter Restrooms App

3 Season

Starlink

Smart Restroom App

Small

2 Toilets

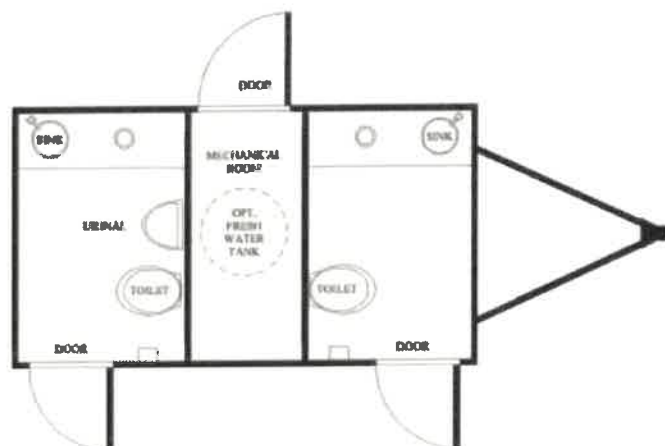
1 Urinals

Up to 250 Guests

2 Sinks

[View Details](#)

2 Station Portable Restroom Trailer | Luxury Series



Silvia Roussin

From: Samantha Rodamer <buildingassistant@keycolonybeach.net>
Sent: Thursday, April 9, 2026 2:39 PM
To: Silvia Roussin
Cc: Tony Loreno
Subject: City Commission Meeting - Agenda Additions
Attachments: 1250 Coury Dr, B23-000208 Request & Timeframe Confirmation.pdf; Building Permit B23-000208.pdf; Building Permit B24-000440.pdf; Extension Request Letter B24-000440.pdf

Hello,

Can you please add the following items to the agenda for the upcoming City Commission Meeting?

1. Continuation permit request for 1250 Coury Drive, B23-000280, New Single-Family Residence. The permit application is attached as well as the email stating the owners request and estimated timeframe. Per City code 6-7 (e), "time frame for the continuation permit shall be the decision of the city commission and the property owner."
 - a. Contact: George Perez, Owner & Contractor, geo_perez@bellsouth.net
2. One year permit extension request for 200 13th Street, B24-000440, New Single-Family Residence. The building permit is attached along with the extension request from the contractor.
 - a. JRC Pro Builders, Contractor, info@jrcprobuilders.com

Tony will speak on both requests. Thank you!

Kind Regards,
Samantha Rodamer
Building Assistant
City of Key Colony Beach
(305)289-1212, ext. 110 (office)
(786)933-0726 (cell)
Buildingassistant@keycolonybeach.net

Please note: Florida has a very broad public records law. Written communications to or from this office regarding State or County or City business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, your email message may be subject to public disclosure.

Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity.

If you are an entity authorized to provide confidential information to a government entity, please indicate the exemption to Florida Chapter 119 and verify its applicability before sending. If you are authorized to receive confidential information from the City of Key Colony Beach, it will be so noted and with the statutory exemption applicable. Exempt material retransmission or disclosure is governed by Florida Law. The recipient is charged with compliance regarding any retransmission or disclosure. The City of Key Colony Beach shall not be liable for any inappropriate retransmission or disclosure.

Re: Expired Permit March 20th 2026. B23 - 000208, B23-000368

From George Perez <geo_perez@bellsouth.net>

Date Thu 4/9/2026 12:12 PM

To Samantha Rodamer <buildingassistant@keycolonybeach.net>; Tony Lorenzo <buildingofficial@keycolonybeach.net>

Hi Tony, I would say 3 months tops. I lost 2 months due to 2 of the sub's performance. The cabinets and exterior railings are sitting at the shop waiting to be installed so there's no major long lead items. Thanks,
George

[Sent from AT&T Yahoo Mail on Android](#)

On Thu, Apr 9, 2026 at 11:55 AM, Samantha Rodamer <buildingassistant@keycolonybeach.net> wrote:

Hello George,
Can you confirm (roughly) the extension timeframe you're estimating until completion?

Kind Regards,
Samantha Rodamer
Building Assistant
City of Key Colony Beach
(305)289-1212, ext. 110 (office)
(786)933-0726 (cell)
Buildingassistant@keycolonybeach.net

Please note: Florida has a very broad public records law. Written communications to or from this office regarding State or County or City business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, your email message may be subject to public disclosure.

Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity.

If you are an entity authorized to provide confidential information to a government entity, please indicate the exemption to Florida Chapter 119 and verify its applicability before sending. If you are authorized to receive confidential information from the City of Key Colony Beach, it will be so noted and with the statutory exemption applicable. Exempt material retransmission or disclosure is governed by Florida Law. The recipient is charged with compliance regarding any retransmission or disclosure. The City of Key Colony Beach shall not be liable for any inappropriate retransmission or disclosure.

From: George Perez <geo_perez@bellsouth.net>
Sent: Wednesday, April 8, 2026 1:39 PM
To: Tony Lorenzo <buildingofficial@keycolonybeach.net>
Cc: Samantha Rodamer <buildingassistant@keycolonybeach.net>
Subject: Re: Expired Permit March 20th 2026. B23 - 000208, B23-000368

Dear Tony,

Thank you for the update regarding the status of my building permit. I take full responsibility for allowing the permit to expire; I should have stayed more proactive in monitoring its status to avoid this oversight. I sincerely appreciate your assistance in this matter, as you and the city staff have always been exceptionally helpful and professional in our past dealings. I understand there may be an option to renew the permit by paying a monthly percentage of the original fee. I am very interested in pursuing this path to bring the project back into compliance. Please let me know if this is a viable option or what the next steps should be. Thank you for your time and continued support.

Best regards,
George Perez

On Wednesday, April 8, 2026 at 12:24:24 PM EDT, Tony Lorenzo <buildingofficial@keycolonybeach.net> wrote:

Good afternoon George,
Per our conversation, all work on the project must cease immediately because the permits have expired. Construction must be temporarily stopped until the permit status is resolved. We are currently reviewing our options under the City Code regarding permits that have already been extended. At this time, any further extension will require presentation to and approval by the City Commission. Our code outlines the requirements as follows:

- Sec. 6-7 – New Construction: Required Performance and Permit Expiration**
- (a) Failure to begin work:** Foundation and/or pilings must be completed within the timeframe required by the Florida Building Code. One 90-day extension may be requested from the City Commission prior to expiration. If not requested or granted, the permit becomes null and void and a new permit (with new fees) is required.
- (b) Discontinuance of work:** If work stops for 180 days without an inspection showing continued progress, and without consent of the City Commission, the permit becomes null and void.
- (c) Restoration of property:** If a permit becomes null and void, the permittee and property owner must restore the property to its pre-permit condition.
- (d) Deadline for completing new construction:** Construction must be completed within 15 months from the start date unless the City Commission grants extensions (up to one year total). Extensions must be requested at least 30 days before expiration unless good cause is shown. Extension fees are 10% of the original building fees per month. After the extension expires, the permit becomes null and void.
- (e) Continuation permit:** If a permit becomes null and void and no extension was requested, the property owner must apply for a continuation permit. The fee is 15% of the original building fees per month, and the time frame for completion is determined by the City Commission.

Tony Lorenzo

Building Official
City of Key Colony Beach
305-289-1212 ext 3
Buildingofficial@keycolonybeach.net

Please note: Florida has a very broad public records law. Written communications to or from this office regarding State or County or City business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, your email message may be subject to public disclosure. Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. If you are an entity authorized to provide confidential information to a government entity, please indicate the exemption to Florida Chapter 119 and verify its applicability before sending. If you are authorized to receive confidential information from the City of Key Colony Beach it will be so noted and with the statutory

CITY OF KEY COLONY BEACH BUILDING DEPARTMENT 305-289-1212 EXT 3			
WORKING HOURS: 7:30-PM. - 6:00 P.M. MONDAY SATURDAY "NO SUNDAYS OR HOLIDAYS	<h1>BUILDING PERMIT</h1>	ALL WORK TO COMPLY WITH FBC AND KCB REGULATIONS TYPE OF CONSTRUCTION/ ALTERATION: / Construct a new single family residence 00079872-000401 \$1,285,491.32	
<p>Notice of Commencement: A copy of this NOC must be submitted to the Building Department prior to the first inspection and be posted on site. Your failure to record a notice of commencement may result in your paying twice for improvements to your property. If you intend to obtain financing, consult with your lender or an attorney before recording your notice of commencement.</p> <p>Code of Ordinances 6-6 Subsection (9) Permits display: The Building permit shall be permanently displayed at the site to which it is pertinent from the start of construction until the completion of construction. Failure to post on site shall be subject to subject to a maximum fine of \$250.00 per day.</p> <p>For Inspections, please call 305-289-1212 ext. 3 or email inspection requests to buildingassistant@keycolonybeach.net Please note all inspections must be emailed or called in no later than 2pm for next day inspections.</p>		Lot: <u>5</u> Block: <u>1</u>	
		Street Address: <u>1250</u> <u>Coury DR</u>	
		Subdivision: COURY SUBD #2	
		Property Owner: CAPI GROUP HOLDINGS LLC	
		Date Issued: <u>12/20</u> <u>/2023</u>	
		Expiration Date: 03/20 /2026	
		Permit No. <u>B23-000208</u>	
Inspection Type	Date Approved	Inspector	Comment



Date: April 9, 2026

Subject: Formal Request for Permit Extension – Permit #B24-000440
Property Address: 200 13th Street

To whom it may concern:

On behalf of JRC PRO Builders LLC, I respectfully submit this formal request for an extension of Permit #B24-000440 for the new construction project located at 200 13th Street.

This request is made in good faith, with the intent to ensure the project is completed in full compliance with all applicable codes, inspections, and City requirements.

1. Permit Details

- Permit Number: B24-000440
- Project Address: 200 13th Street
- Scope of Work: New residential construction per approved plans and Florida Building Code

2. Current State of Construction

The project is actively under construction and has made measurable progress, including completion of initial site work, foundation, and ongoing structural development. All work performed to date has followed proper permitting procedures and required inspections.

3. Date Work Commenced

Construction commenced approximately 3 to 4 months after permit issuance, due to the necessary lender approval and financing process required prior to mobilization.

4. Estimated Completion Date

The projected completion date is April 2027.

5. Justification for Extension Request

The need for this extension is the result of circumstances beyond the control of the contractor and ownership, including:

- Mandatory lender approval and funding timelines prior to construction start
- Industry-wide material lead times and supply chain delays
- Coordination of inspections and subcontractor scheduling
- Weather-related interruptions typical to South Florida

Despite these factors, the project has remained active, compliant, and consistently progressing forward.

It is important to emphasize that this is not a dormant or abandoned permit. On the contrary, the project reflects a continued investment of time, labor, and resources, with full intent to complete construction responsibly and in accordance with City standards.

6. Additional Request

We respectfully request that the City grant this extension to allow for the orderly and uninterrupted completion of the project. Denial of this extension would result in unnecessary hardship, including delays, duplication of administrative processes, and increased costs, despite the project being actively underway.

Granting this extension will support the completion of a compliant, code-abiding structure that contributes positively to the community.

We appreciate your consideration and continued support. Should you require any additional documentation, inspection records, or progress updates, we are fully prepared to provide them promptly.

Respectfully submitted,



Jose Davalos
President & Licensed General Contractor

CITY OF KEY COLONY BEACH 305-289-1212			
WORKING HOURS: 7:30-PM. - 6:00 P.M. MONDAY SATURDAY "NO SUNDAYS OR HOLIDAYS"	<h1>BUILDING PERMIT</h1>	ALL WORK TO COMPLY WITH FBC AND KCB REGULATIONS TYPE OF CONSTRUCTION/ ALTERATION: JOSE DAVALOS / JRC PRO BUILDERS of the Keys LLC Build a new CBS single home, two story about 3469 Sq' with 6 beds, 8 baths and elevator. 00079872-001710 \$1,000,000.00	
WARNING TO OWNER; YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. Code of Ordinances 6-6 Subsection (9) Permits display: The Building permit shall be permanently displayed at the site to which it is pertinent from the start of construction until the completion of construction. Failure to post on site shall be subject to subject to a maximum fine of \$250.00 per day. FOR INSPECTIONS, PLEASE CALL 305-289-1212 EXT. 3 OR EMAIL INSPECTION REQUESTS TO BUILDINGASSISTANT @KEYCOLONYBEACH.NET PLEASE NOTE ALL INSPECTIONS MUST BE EMAILED OR CALLED IN NO LATER THAN 2PM FOR NEXT DAY INSPECTIONS.		Lot: <u> 16 </u> Block: <u> 1 </u> Street Address: <u>200 13th ST VACANT LOT</u> Subdivision: <u>COURY SUBD #2</u> Property Owner: <u>ROBERT HARDESTY & SHARON SWANSON</u> Date Issued: <u>01/23/2025</u> Expiration Date: <u>04/23/2026</u> Permit No. <u>B24-000440</u>	
Inspection Type	Date Approved	Inspector	Comment

Posted Rules

This building permit must be displayed at this job site, visible from the street. *Name/phone number of the permit holder must also be posted at this job site.*

All Contractor and employee vehicles must have identification of the contractor by name and their certificate number in a size no less than three (3) inches. Park in the driveway of the home you are working, or in the 5 foot right of way in front of the home if no driveway.

Park in the street ONLY as a last resort/If ANY part of the vehicle is in the street mark the front and back of the vehicle with orange safety cones.

Silvia Roussin

From: Samantha Rodamer <buildingassistant@keycolonybeach.net>
Sent: Thursday, April 9, 2026 3:42 PM
To: Silvia Roussin
Cc: Tony Loreno
Subject: City Commission - Agenda Addition
Attachments: Building Permit B23-000491 exp 4.23.26.pdf; Boost Construction - Continuation Permit 260 15th.docx

Hello,

Can you please add the following item to the upcoming City Commission Meeting agenda?

Continuation permit request for 260 15th Circle, B23-000491. Attached is the current building permit along with the request from the contractor.

Contact: Boost Construction, joseph@boost-gc.com and nicholas.arias@trustpointrealty.com

Thank you!

Kind Regards,
Samantha Rodamer
Building Assistant
City of Key Colony Beach
(305)289-1212, ext. 110 (office)
(786)933-0726 (cell)
Buildingassistant@keycolonybeach.net

Please note: Florida has a very broad public records law. Written communications to or from this office regarding State or County or City business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, your email message may be subject to public disclosure.

Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity.

If you are an entity authorized to provide confidential information to a government entity, please indicate the exemption to Florida Chapter 119 and verify its applicability before sending. If you are authorized to receive confidential information from the City of Key Colony Beach, it will be so noted and with the statutory exemption applicable. Exempt material retransmission or disclosure is governed by Florida Law. The recipient is charged with compliance regarding any retransmission or disclosure. The City of Key Colony Beach shall not be liable for any inappropriate retransmission or disclosure.

April 9, 2026

City of Key Colony Beach
Building Department
600 W Ocean Drive
Key Colony Beach, FL 33051

Re: Building Permit Extension Request

Permit No. B23-000491 | 260 15th Circle, Key Colony Beach, FL 33051

Dear Building Department and Members of the City Commission,

My name is Joseph Suarez, and I am a member of Boost Construction LLC. I am writing on behalf of the owner of the above-referenced property to formally request a one (1) year extension for the building permit associated with the ongoing construction at 260 15th Circle, Key Colony Beach, FL 33051.

Project Details

The subject property is a single-family home currently undergoing permitted construction under Permit No. B23-000491. The scope of work includes interior and exterior improvements consistent with the approved permit. Based on current progress and project conditions, we estimate that construction will be completed within six (6) months from the date of approval of this extension.

Details of the Request

We are respectfully requesting a one (1) year extension to the existing permit. The primary reasons for this request are as follows:

Supply chain delays and material lead times beyond our control have caused setbacks to the original construction schedule. Additionally, scheduling conflicts with subcontractors and inspectors have contributed to periods of inactivity at the job site. Despite these challenges, construction is actively progressing and we are committed to completing the project in a timely manner.

Length of Extension Requested

We are requesting a total extension period of one (1) year from the current permit expiration date. We understand that pursuant to the applicable city code, this extension is subject to approval by the City Commission and that a monthly continuation permit fee of fifteen (15) percent of the original building fees, including impact fees and sewer connection fees, will apply. We are prepared to satisfy all applicable fees in advance as required.

We respectfully request that this matter be added to the agenda for the upcoming City Commission meeting. We appreciate the City's time and consideration and are available to provide any additional information or documentation as needed.

Let me know if you have any questions.

Sincerely,

Joseph Suarez
Member, Boost Construction LLC

CITY OF KEY COLONY BEACH BUILDING DEPARTMENT 305-289-1212 EXT 3			
<p>WORKING HOURS: 7:30-PM. - 6:00 P.M. MONDAY SATURDAY "NO SUNDAYS OR HOLIDAYS</p>	<h1>BUILDING PERMIT</h1>	<p>ALL WORK TO COMPLY WITH FBC AND KCB REGULATIONS TYPE OF CONSTRUCTION/ ALTERATION: Carlos Perez Jr / Boost Construction LLC</p> <p>New 3 story Home on Vacant Lot 00079872-009400 \$2,573,450.00</p>	
<p>Notice of Commencement: A copy of this NOC must be submitted to the Building Department prior to the first inspection and be posted on site. Your failure to record a notice of commencement may result in your paying twice for improvements to your property. If you intend to obtain financing, consult with your lender or an attorney before recording your notice of commencement.</p> <p>Code of Ordinances 6-6 Subsection (9) Permits display: The Building permit shall be permanently displayed at the site to which it is pertinent from the start of construction until the completion of construction. Failure to post on site shall be subject to subject to a maximum fine of \$250.00 per day.</p> <p>For Inspections, please call 305-289-1212 ext. 3 or email inspection requests to buildingassistant@keycolonybeach.net Please note all inspections must be emailed or called in no later than 2pm for next day inspections.</p>		<p>Lot: PT Lot 10 Block: 3</p>	
		<p>Street Address: <u>260</u> <u>15TH CIR</u></p>	
		<p>Subdivision: COURY SUBD #2</p>	
		<p>Property Owner: 15TH CIR LOT LLC</p>	
		<p>Date Issued: <u>01/23</u> <u>/2024</u></p>	
		<p>Expiration Date: <u>04/23</u> <u>/2026</u></p>	
		<p>Permit No. <u>B23-000491</u></p>	
Inspection Type	Date Approved	Inspector	Comment

PROPOSAL

**U. B. BRICKIN' LLC
57445 GIBSON STREET
MARATHON, FL 33050
(305) 731-8934**

REVISED 03/17/26

**PROPOSAL SUBMITTED TO:
CITY OF KEY COLONY BEACH
600 WEST OCEAN DRIVE
KEY COLONY BEACH, FL.**

BOCCE BALL COURTS 7TH ST

We hereby submit specifications and estimates for:

5' WIDE FORECOURT PAVERS

APP. 1180 SQ. FT. @ \$12.70

SHAPE: 4X8 Basketweave COLOR: Glacier

**City to Remove Grass
City to Supply Water and Electricity**

We hereby propose to furnish labor and materials, complete in accordance with the above specifications, for the sum of: Fourteen Thousand Nine Hundred Eighty-Six and 00/100 Dollars (\$14,986.00) with payment to be made as follows: 25% Deposit, 25% Paver Delivery, 25% Sand Delivery, 25% Completion.

(4 X \$3746.50)

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 the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are 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: BRENDEN EUBANK

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Acceptance Date: _____ Signature: _____

From: Frank Tremblay
To: Silvia Bruckin
Subject: Bocce paver proposal
Date: Monday, March 2, 2025 11:01:23 AM

Silvia,
 Herewith find Paver Dave proposal.
 Please provide this along with UB Brickin
 Proposal to Recreation Committee Members.
 Thanks,
 Frank

Proposal

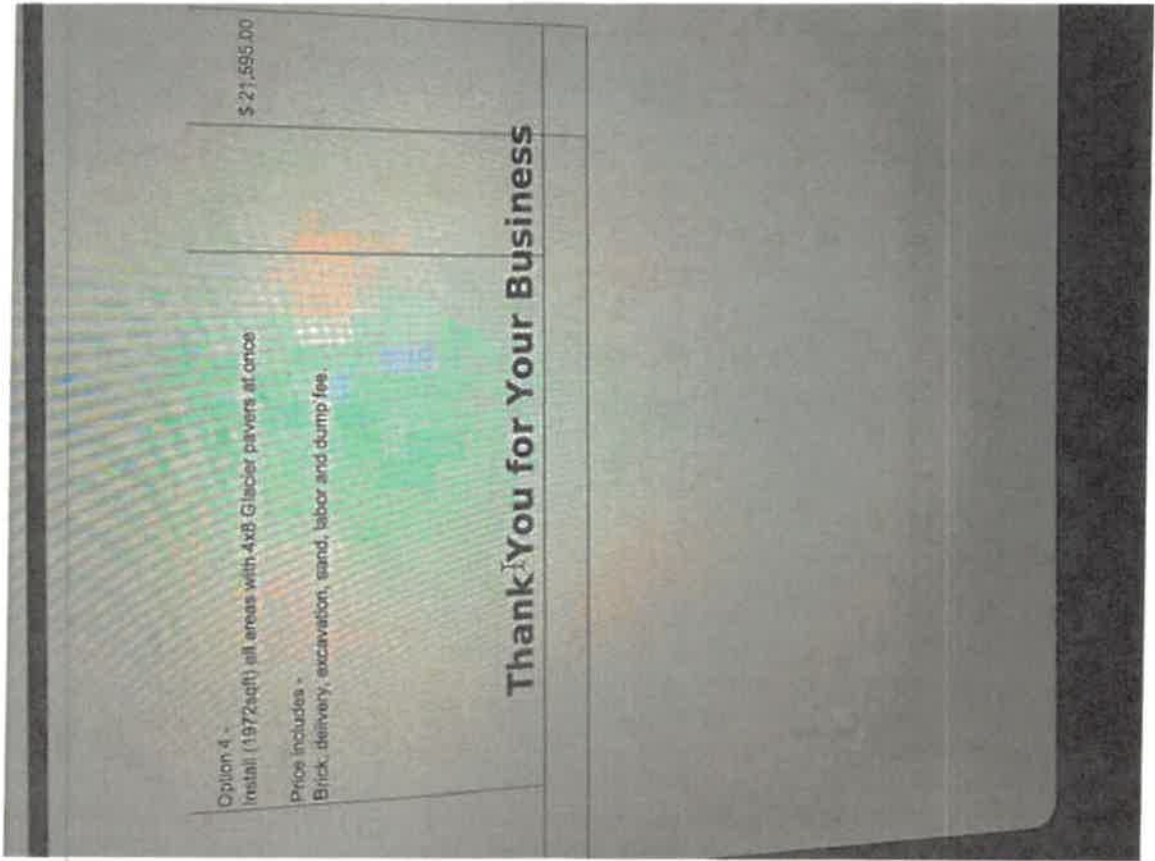
Paver Dave, Inc.
 PO Box 420774
 Summerland Key, FL 33042

Date: 02/25/25
 Invoice #:

Bill To:
 Frank
 Key Colony Beach Park

P.O. #	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Option 1 Install 200sqft of 4x8 Glacier pavers to Bocce Ball court 5 and back side of court 2, 3, 4 and connecting to shuffle board court.		\$7,700.00
	Option 2 Install 400sqft of 4x8 Glacier pavers to Bocce Ball court 5 on the back side and the front side of courts 2, 3, and 4 and connecting to shuffle board court.		\$7,700.00
	Option 3 Install 942sqft of 4x8 Glacier pavers in between courts 2 and 3 and court 4 and shuffle board court.		\$7,425.00



Sent from my iPhone

ORDINANCE NO. 2026-510

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FOURTEEN OF THE CODE OF ORDINANCES, ENTITLED SEWERS AND SEWAGE DISPOSAL, SECTION 14-6 MONTHLY RATES AND CHARGES, AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach provides sewer facilities and bills residential property owners for those services quarterly and commercial customers monthly; and

WHEREAS, the quarterly and monthly rates were increased on September 18th, 2025; and

WHEREAS, the City Commission deems it necessary to increase commercial wastewater billing rates to promote fairness and ensure the financial responsibility of the City’s wastewater utility; and

WHEREAS, the City Commission desires that the sewer treatment plant and system operate in a financially responsible manner and not deplete current reserves; and

WHEREAS, the City Commission desires to protect the health and safety of the citizens through routine maintenance of the sewer treatment plant and infrastructure.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, as follows: (Additions to the ordinance are underlined; deletions are ~~crossed-out~~.)

Section 1: Recitals

The above recitals are true and correct.

Section 2: Amending Section 14-6 of the Code of Ordinances

Section 14-6 of the Code of Ordinances for the City of Key Colony Beach, Florida, are hereby amended as follows:

CHAPTER 14. SEWERS AND SEWAGE DISPOSAL

Section 14-6. Monthly rates and charges.

The monthly rates and charges for the services and uses of the city sewer facilities will be as follows:

Residential living unit . . .	\$74.00 (\$222.00/quarter)
Apartment and condominium living unit.	\$74.00 (\$222.00/quarter)
<u>Marina pump-out sewer connections (per houseboat)</u>	<u>\$37.00 (\$111.00/quarter)</u>

All commercial accounts, per 100 gallons of water consumed \$2.47
Or a minimum of \$74.00 per unit monthly, whichever is greater.
User of sewer system facilities not otherwise listed above to be determined by use factors.

Monthly rates and charges listed above shall be effective ~~October 1, 2025~~, April 1st, 2026.

Section 3: Severability and Conflict

If any portion of this Ordinance is declared by a Court of competent jurisdiction to be invalid or unenforceable, such declaration shall not be deemed to affect the remaining portions of this ordinance. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Inclusion in the Code of Ordinances and Land Development Regulations

The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the City of Key Colony Beach, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the code.

Section 5: Effective Date

This Ordinance shall become effective upon its final adoption by the City of Key Colony Beach, Florida Commission.

FIRST READING by the City of Key Colony Beach City Commission this 19th day of March 2026.

Mayor Freddie Foster	NO _____	YES <u> x </u> _____
Vice-Mayor Doug Colonell	NO _____	YES <u> x </u> _____
Commissioner Tom Harding	NO _____	YES <u> x </u> _____
Commissioner Tom DiFransico	NO _____	YES <u> x </u> _____
Commissioner Kirk Diehl	NO _____	YES <u> x </u> _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 16th day of April 2026

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Doug Colonell	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Kirk Diehl	NO _____	YES _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 16th day of April.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

Dirk M. Smits, Esq. B.C.S., City Attorney



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Key Colony Beach, Florida's website by the time notice of the proposed ordinance is published.

2026-510: AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FOURTEEN OF THE CODE OF ORDINANCES, ENTITLED SEWERS AND SEWAGE DISPOSAL, SECTION 14-6 MONTHLY RATES AND CHARGES, AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City of Key Colony Beach, Florida (hereinafter "City") is of the view that the following exception(s) to the Business Impact Estimate requirement apply that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): **The proposed ordinance is necessary to increase commercial wastewater billing rates to promote fairness and ensure the financial responsibility of the City's wastewater utility.**

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: **The proposed ordinance will assess Marina pump-out sewer connections, per houseboat, \$37.00 per month, or \$111.00 per quarter.**

3. Estimate of direct compliance costs that businesses may reasonably incur: **n/a**

4. Any new charge or fee imposed by the proposed ordinance:
Marina pump-out sewer connections (per houseboat): \$37.00 (\$111.00/quarter)

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: **The current estimated revenue from the new fee assessment is \$888.00 per fiscal year for the two houseboats currently in the city.**

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **1 (one) – The Marina**

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: the City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on the City's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):
n/a



Published Weekly
Marathon, Monroe County, Florida

PROOF OF PUBLICATION

**STATE OF FLORIDA
COUNTY OF MONROE**

Before the undersigned authority personally appeared **JASON KOLER** who on oath, says that he is **PUBLISHER** of the **WEEKLY NEWSPAPERS**, a weekly newspaper published in Marathon, in Monroe County, Florida: that the attached copy of advertisement was published in said newspaper in the issues of: (date(s) of publication)

April 2, 2026

Affiant further says that the said **WEEKLY NEWSPAPERS** is a newspaper published at Marathon, in said Monroe County, Florida, and that the said newspaper has heretofore been continuously published in said Monroe County, Florida, once each week (on Thursday) and has been qualified as a second class mail matter at the post office in Marathon, in Monroe County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement. The affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s) and that The Weekly Newspapers is in full compliance with Chapter 50 of the Florida State Statutes on Legal and Official Advertisements.

Sworn to and subscribed before me
this 2 day of APR, 2026.
(SEAL)

Terry Patterson
Notary



CITY OF KEY COLONY BEACH
NOTICE OF CODE AMENDMENT
HEARING
"SECOND/FINAL READING OF
ORDINANCE NO. 2026-510"
NOTICE IS HEREBY GIVEN that the
City Commission of the City of Key
Colony Beach, Florida, will hold
the following Public Hearing to
hear amendments to the City's
Code of Ordinances.
DATE/TIME: Thursday, April 16th,
2026, 3:30 PM
LOCATION: City of Key Colony
Beach, Marble Hall, 600 W. Ocean
Dr., Key Colony Beach.
The proposed Ordinance to be
heard by the City Commission
is (ORDINANCE NO. 2026-510),
entitled: "AN ORDINANCE OF THE
CITY OF KEY COLONY BEACH,
FLORIDA, AMENDING CHAPTER
FOURTEEN OF THE CODE OF
ORDINANCES, ENTITLED SEWERS
AND SEWAGE DISPOSAL, SECTION
14-6 MONTHLY RATES AND
CHARGES, AND PROVIDING FOR
CODIFICATION; REPEALING ANY
INCONSISTENT PROVISIONS
PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE
DATE."
The Business Impact Statement
is available for review on the City
of Key Colony Beach's website at
www.keycolonybeach.net and at
City Hall at 600 W. Ocean Drive,
Key Colony Beach.
Interested parties may appear
at the meeting and be heard
with respect to the proposed
ordinance. Copies of the proposed
Ordinance are available for
inspection at the City Hall of Key
Colony Beach.
If any person decides to
appeal any decision made
by the Key Colony Beach City
Commission with respect to
any matter considered at the
Code Amendment Hearing,
that person will need a record
of the proceeding and for such
purpose may need to ensure
that a verbatim record of the
proceedings is made, which
record includes the testimony and
evidence upon which the appeal is
to be based.
If you are unable to attend the
Public Hearing on Thursday, April
16, 2026, but wish to comment,
please direct correspondence to
the City Clerk, P.O. Box 510141, Key
Colony Beach, FL 33051, and your
comments will be entered into
the record.
To be published: On or before
April 6, 2026
City Clerk - City of Key Colony
Beach, Florida
Publish:
April 2, 2026
The Weekly Newspapers

ORDINANCE 2026-511

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FIVE OF THE CODE OF ORDINANCES, ENTITLED BOATS, BOAT TRAILERS, MARINE FACILITIES AND WATERWAYS; ARTICLE I. OPERATION OF VESSELS; AMENDING SECTION 5-9 FISHING FROM SADOWSKI CAUSEWAY BRIDGE PROHIBITED; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach, Florida (the “City”), is a Florida municipal corporation with such powers and authority as conferred by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City has constructed an observation deck in Sunset Park for public use; and

WHEREAS, the City desires to allow public fishing at Sunset Park, subject to all applicable rules and regulations of the Florida Fish and Wildlife Conservation Commission; and

WHEREAS, the City Commission seeks to ensure that all persons may safely enjoy Sunset Park, including fishing from the dock and viewing the ocean from the observation deck, in a safe, clean, and sanitary environment while remaining in compliance with all applicable state laws and regulations.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, as follows: (Additions to the ordinance are underlined; deletions are ~~crossed-out~~.)

Section 1: Recitals

The above recitals are true and correct.

Section 2: Amending Section 5-9 of the Code of Ordinances

Section 5-9 of the Code of Ordinances for the City of Key Colony Beach, Florida, are hereby amended as follows:

Sec. 5-9. - Fishing from the Sadowski Causeway Bridge and Sunset Park Observation Deck ~~prohibited~~.

Fishing from the Sadowski Causeway Bridge is prohibited and fishing from Sunset Park Observation Deck is permitted in designated areas, provided that all applicable Florida laws and regulations are followed ~~prohibited~~. Violations of this section shall be subject to a fine as prescribed

in subsection 1-10(k) of the Code of Ordinances.

Section 3: Severability and Conflict

If any portion of this Ordinance is declared by a Court of competent jurisdiction to be invalid or unenforceable, such declaration shall not be deemed to affect the remaining portions of this ordinance. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Inclusion in the Code of Ordinances and Land Development Regulations

The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the City of Key Colony Beach, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the code.

Section 5: Effective Date

This Ordinance shall become effective upon its final adoption by the City of Key Colony Beach, Florida Commission.

FIRST READING by the City of Key Colony Beach City Commission this 16th day of April 2026.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Doug Colonell	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Kirk Diehl	NO _____	YES _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 21st day of May 2026

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Doug Colonell	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFrancisco	NO _____	YES _____
Commissioner Kirk Diehl	NO _____	YES _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 16th day of April.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

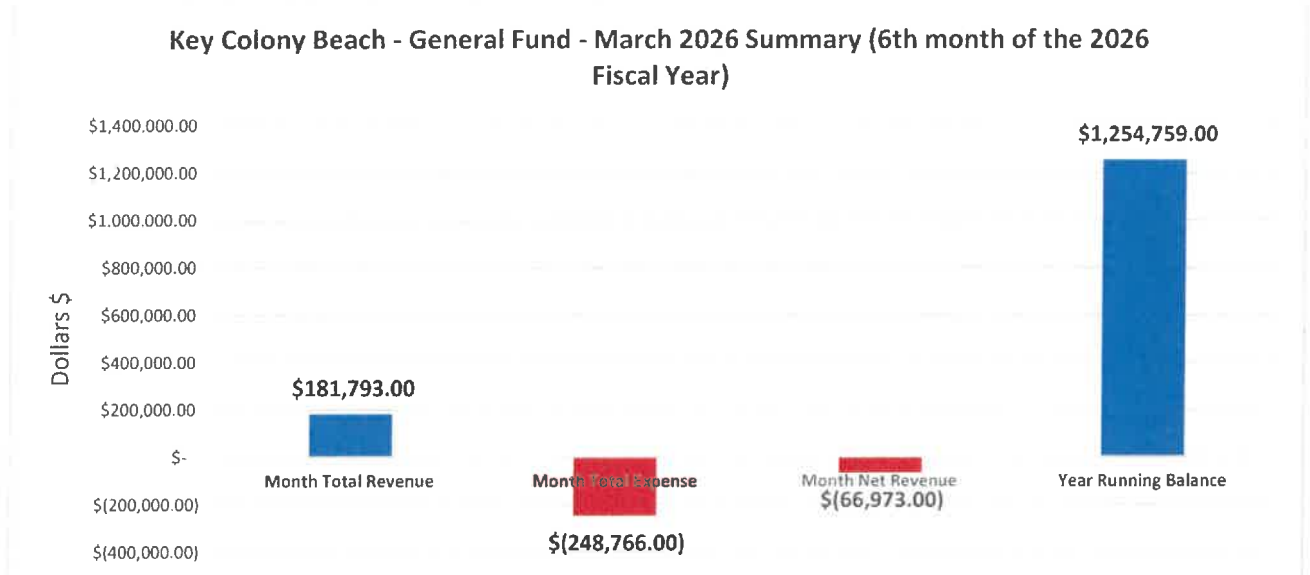
Approved as to form and legal sufficiency:

Dirk M. Smits, Esq. B.C.S., City Attorney

City of Key Colony Beach Treasurer's Report – April 16, 2026

March 31, 2026, financial summary – General Fund

✓ 6th Month of the 2026 fiscal year budget, Monthly Plot below:



Revenue Comments:

- Ad-Valorem at 91% of total budget for the year, in good shape

Expenses Comments:

- Infrastructure payment toward City Hall improvements of \$472,745.00, spending down of the current Infrastructure funds, February balance was \$2.4 M, March at \$1.9 M.
- Law enforcement over 6-month budget target by \$99,000.

Grant Status:

- City Hall Hardening remaining open grant funds \$1,257,778.87
- Open funds spent, reimbursement not requested yet: \$574,685.64

Bond Counsel Feedback to-date:

- Post Office work cannot be applied toward a Federal Grant; thus, work will need to be funded from City Funds
- Items such as Furniture/Fixtures and Equipment, best to fund with City Funds rather than the proposed bank loan due to tax administrative additional tracking and work

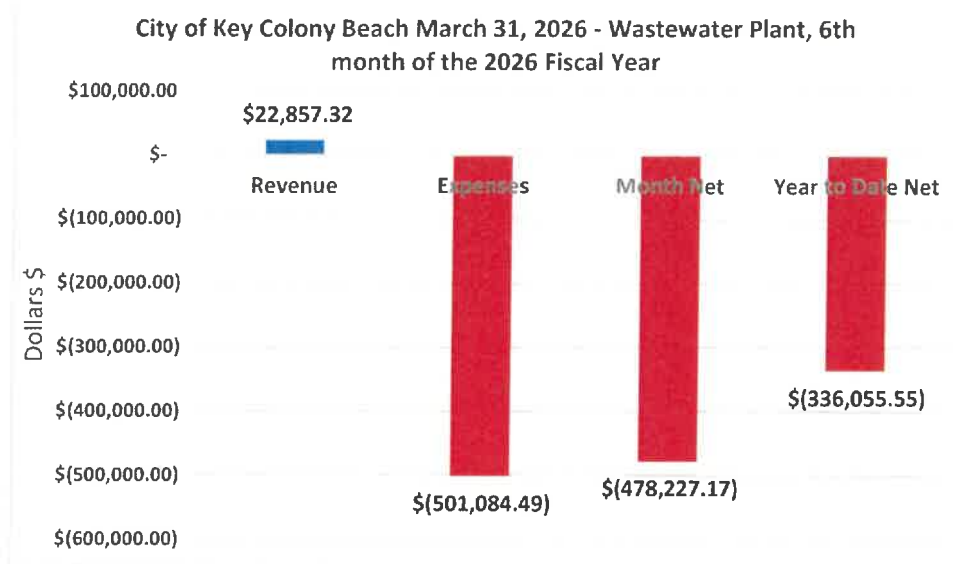
Building Fund:

- Year-to-date status remains in good shape, at a positive \$30,159.00.

City of Key Colony Beach Treasurer's Report – April 16, 2026

March 31, 2025, financial summary – Wastewater/Stormwater

✓ 6th month of the 2026 Fiscal Year, Wastewater Monthly plot below:



Revenue Status:

- YTD Revenue in good shape, very close to planned total revenue

Expenses Status:

- Operator expenses at budget target level
- Overall operating expenses are below budget; however recent invoices are to be applied to April financials
 - Sludge hauling over budget by \$30,000
 - Electricity YTD is lower than budget by \$24,000
- State loan semi-annual payment applied in March
- Final payment to Reynolds for UV Tank Rehab project.

Stormwater:

Checking/Savings balance \$616,649.86

Revenue: Stormwater fees collected for YTD at 97% of budget based on front end loading of revenue

Remaining grant status funds: \$306,064.00 (Shelter Bay Drive active project costs, ref. \$292,750.00)

2027 yearly fees - will need to be considered soon to meet the timing required from the County, Consideration of maintenance fees and building long-term reserves for support of projects.



FACT SHEET – 2025 SB 180 TRAINING REQUIREMENTS

BACKGROUND

The Legislature passed Senate Bill (SB) 180 Emergencies on May 2, 2025, and Governor DeSantis signed it into law on June 26. The Florida Division of Emergency Management (FDEM) requires a training requirements training for that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete **biennially** in addition to the training required pursuant to section 252.38(1)(b), Florida Statutes. FDEM will provide training to meet these requirements or approve training to be given by a not-for-profit corporation.

TRAINING REQUIREMENTS

During the initial year, required individuals shall fulfill the **foundational course requirement** no later than twelve (12) months after the official start date within the position. Current elected officials shall be compliant no later than July 1st, 2026.

Personnel who hold the aforementioned roles shall comply with the training requirements using the guidance below. Additional courses can be approved at the discretion of the FDEM Executive Director or designee. The courses will serve as the **foundational** framework for understanding the emergency management profession from the Florida perspective. At least one of the courses below will be taken:

- **FL Senior Elected Officials Course (4hrs.)** - During disasters, it is imperative for local, state, and federal partners to relay communications and decisions effectively. This course discusses best practices for Senior Officials in Florida (executives, elected and appointed officials, city/county managers, agency administrators, etc.) on how to support their emergency management personnel during disasters. A large focus will be on communication and information sharing.
- **FL Local Coordinating Officer Course (4hrs.)** - This course provides key local staff with updated information on state and federal disaster assistance programs and processes, including statewide mutual aid, the role of the State EOC, and FEMA's Individual Assistance, Public Assistance, and Hazard Mitigation Programs. The focus is on management issues that local response and recovery officials may face in relationship with state and federal partners.
- **When the World Descends (4hrs.)** - This course paints the picture of "when the State Emergency Response Team (SERT) descends," an Incident Command Post (ICP) is set up, and what resources/support can be expected. This is an in-depth discussion of what resources are available, from equipment to personnel support, and how to establish and maintain communication between local, state and federal partners.

VERIFICATION AND REPORTING

Each applicable official shall register through the SERT TRAC platform for the course. At the conclusion, the official should upload their certificate as verification of attendance and to remain in compliance.

WAIVERS AND EXEMPTIONS

FDEM may grant waivers or extensions in cases of hardship, emergency deployment, or other qualifying circumstances, pursuant to the rule.

CONTACTS

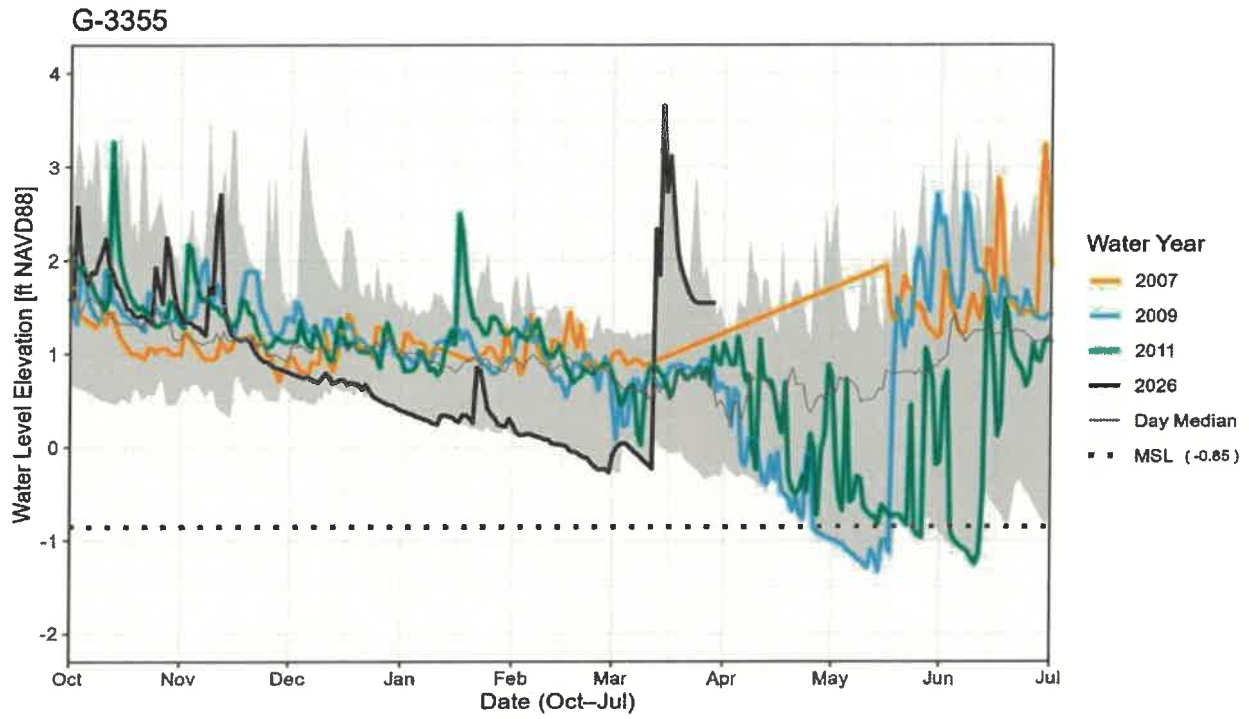
If you have any questions on the training requirements, please contact the Education & Training Development Manager, Porschica Griffith at porschica.griffith@em.myflorida.com.

For any general questions regarding the Statute, please contact Legislative Affairs Director, Meigs Lamb at Meigs.Lamb@em.myflorida.com.

South Florida Water Management District – Water Levels for Biscayne aquifer in Miami Dade

Order rescinding water shortage warning – 30Mr26, wells have rebounded to safe levels with recent rain events

Can go back to the standard irrigation frequency of 2 times per week



Data provided from Tom Colois, South Florida Water Management District

09Ap26 T. Harding