VILLAGE OF EL PORTAL
VILLAGE COUNCIL
ADMINISTRATION & FINANCE COMMITTEE MEETING AGENDA
Tuesday, January 21, 2020
6:30pm

A. CALL TO ORDER

B. MOMENT OF SILENT MEDITATION & PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

F. GOOD & WELFARE (NOTE: This section of the agenda is reserved in the spirit of a representative democracy "of, by, and for the people" and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to 3 minutes per person, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

G. AGENDA ITEMS:
   G1. Legal Services RFP
   G2. Building Permitting Fee Increase recommendation by Village Manager
   G3. Discussion of Manager’s pay raise
   G4. Enterprise Leasing Fleet Management Discussion
   G5. FDEM Closeout cost for Hurricane Wilma
   G7. Tracking Report

H. GOOD & WELFARE: (NOTE: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically

“Pursuant to Florida Statutes, Chapter 286.0105: If a person decided to appeal any decision made by the Board, Agency or Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”
provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to 3 minutes per person, and that speakers and the audience maintain proper decorum at-large. *The speaker may speak on any issue of concern.*

I. **ADJOURNMENT**

**Members:**
- Vimali Roman, Chairperson
- Omarr Nickerson, Vice Chairperson
- Anders Urbom, Member

"Pursuant to Florida Statutes, Chapter 286.0105: If a person decided to appeal any decision made by the Board, Agency or Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."
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<tr>
<th>Date</th>
<th>Project</th>
<th>Manager</th>
<th>Period</th>
<th>Activity</th>
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<tr>
<td>March 2020</td>
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<td>CFO</td>
<td>Monthly</td>
<td>ACTIVE</td>
<td>Review of actual financials</td>
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<td>Appraisal (Trim Notice)</td>
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<td>Millage Rate due to Property</td>
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**Expense Details**

**Item #**

**Activity, Goal, Project**

**Status**

**Start, End**

**Initiator**

**Note:**

- Ethics training must be done by each elected official and certified on a yearly basis. A 2-hour & 1/2 hour course is manditory. The course is to be done by each elected official.
The Village of El Portal

REQUEST FOR PROPOSALS

VILLAGE ATTORNEY SERVICES

RFP No. 2019-03

AT

VILLAGE OF EL PORTAL
500 NE 87 STREET
EL PORTAL, FL 33138

The responsibility for submitting a response to this Solicitation at the Office of the Village Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. Any delays caused by the United States postal service or by any other method of delivery utilized by the Respondent to submit their response shall not be grounds for a waiver of the timely submittal requirement contained in this Solicitation.

Copies of this Solicitation Document are available at the Village of El Portal website, elportalvillage.com.

Contact Person: Christia E. Alou, Village Manager
Email: villagemanager@villageofelportal.org | Telephone: (305) 795-7880

The Village of El Portal, Florida, hereinafter referred to as the “Village” is hereby soliciting Proposals from experienced and qualified law firms or individuals provide Village Attorney Services to the Village of El Portal.

Please submit one (1) original bound Proposal, seven (7) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the date and time stipulated in the Solicitation Timetable below. Proposals received after the Submittal Deadline noted
below will not be considered and no time extensions will be permitted. Proposals must be addressed to the Village of El Portal, Attention: Village Clerk 500 NE 87 Street El Portal, FL 33138.

"IMPORTANT SOLICITATION ENCLOSED"
Village Attorney Services
RFP No. 2019-03

The Village’s schedule (timetable) for this Solicitation is as follows:

<table>
<thead>
<tr>
<th>Event</th>
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<td>Advertisement Date:</td>
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<tr>
<td>Deadline For Receipt of Written Questions:</td>
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<td>12:00PM</td>
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<tr>
<td>Deadline For Receipt of Proposals:</td>
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<td>3:00PM</td>
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<td>Village Council Approval Date:</td>
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(The Village reserves the right to delay or modify the above dates and will post notice of any changes on the Village website)

**ACCEPTANCE AND REJECTIONS**

The Village reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to select the Respondent offering the greatest benefit to the Village. Please be advised that this Solicitation is issued subject to the Village of El Portal Code Section Cone of Silence, prohibiting certain communications with the Village as described under Section 1.0, Instructions to Proposers, of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,

Christia E. Alou
Village Manager
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Attachment A - Organization Chart for the Office of the Village Attorney

Attachment B – Cone of Silence Notice

Attachment C – Contract Forms

| A-1 | Public Entity Crimes Affidavit          |
| A-2 | Non-Collusive Certificate               |
| A-3 | Local Preference Affidavit              |
| A-4 | Questionnaire Instructions              |
| A-5 | Acknowledgement of Addenda              |
| A-6 | Respondents Disclosure of Subcontractors and Suppliers |
| A-7 | Insurance Requirements                 |
| A-14| References                             |
SECTION 1.0
INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS
b) “Agreement” or “Contract” means a binding written agreement for the solicited Work and/or Services required by the Village by means of this Solicitation, including work orders, containing terms and obligations governing the relationship between the Village and the Respondent.
c) “Department” means a department of the Village of El Portal.
d) “Proposal” means the documents timely submitted by Proposer or Respondent, in response to this Solicitation.
e) “Proposer” or “Respondent.” All individuals, consultants, organizations or other entities submitting a response to this Solicitation.
f) “Contractor” means the Proposer or Respondent that receives an award of Contract or Agreement from the Village Manager as a result of this Solicitation, and upon the parties executing a Contract.
g) “Scope of Services” or “Scope of Work” means section 3.0 of this Solicitation, which details the Work to be performed by the selected and appointed Respondent.
h) “Solicitation” means this Request for Proposals (RFP) document, and all associated addenda and attachments.
i) “Work” or “Services” shall include all of the effort, preparation, attendance and work product required to successfully perform the services being procured by means of this Solicitation.
j) “Subcontractors” or “Sub-consultant” means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the Village, whether directly or indirectly, on behalf of the Contractor.

1.2 VILLAGE OVERVIEW

The Village of El Portal, Florida (pop. 60,000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest Village of Miami-Dade County, Village of El Portal is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the Village’s rich history since its incorporation in 1926.

The Village provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The Village is a consumer of goods and services and the purchasing decisions of our employees and consultants can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 REQUEST FOR PROPOSALS

This Solicitation is extended to Respondents that have the necessary experience and qualifications to provide the services specified herein. The scope of services presented in this Solicitation represent the Village’s anticipated needs.

1.4 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the Village, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, then a period of more than 36 months prior to the Submittal Deadline for this Solicitation must have passed since that person was placed on the discriminatory Respondent list.

The Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the Village if it is determined that the Respondent did not comply with the requirements of this Section. If so, the Village shall have no liability to the Respondent for any Work performed or materials furnished.
1.6 LOBBYING

Respondents are hereby placed on notice that all Respondents are expressly prohibited from lobbying, either directly or through the use of third parties, the Village Council Members or any evaluation committee members or employees of the Village for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent who violates these requirements will not be considered for review. The Village’s Finance Department shall be the only point of contact for questions/clarifications concerning any aspect of this Solicitation.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF VILLAGE CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) and upon recommendation by the Village’s Finance Director, the Village Manager may temporarily or permanently suspend Contractors from doing business with the Village whenever a Contractor materially breaches its Contract with the Village. Any Proposal submitted by a Respondent, its proposed Subcontractors or Sub-consultants who are included on the Village’s Suspension List shall not be considered for review.

In addition, the principals of any Respondents or its proposed Subcontractors or Sub-consultants shall not attempt to do business with the Village under a different name or form a new legal entity in order to do business with the Village while the principals of the Respondent or its proposed Subcontractors or Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the Village. The Village, in the event of such termination, shall not incur any liability to the Respondent for any Work performed or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Village Manager for all inquiries relating to this Solicitation. Any questions for issues other than strictly procedural matters, such as posting information and tentative schedules, must be submitted in writing to the Village Manager by email at villagemanager@villageofelportal.org.

Substantive questions will not be considered if submitted after the date and time stipulated on the Solicitation Timetable. The response(s) to questions submitted in a timely manner will be issued by written addenda and will be posted on the Village’s webpage at www.elportalvillage.com.

1.9 ORAL REPRESENTATION

No oral representation made by Village staff shall be considered binding. The contents of this Solicitation and any subsequent written addenda issued by the Village shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any revisions to this Solicitation become necessary, the Village will post written addenda on the Village website. The Village may revise the deadline for response submission at any time prior to the date and time scheduled for opening of Proposals. Respondents shall be responsible for verifying whether or not any addenda has been issued by the Village prior to the submittal deadline by either calling or checking the Village website at www.elportalvillage.com.

1.11 CANCELLATION OF THE SOLICITATION

The Village reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the Village.

1.12 PROTEST

If a potential Respondent wishes to protest any provision of this Solicitation, a written protest must be filed with the Village Clerk within five (5) business days (excluding weekends and Village observed holidays) prior to the deadline for submittal of Proposals. A written protest is considered filed when received by the Village Clerk.

Any Respondent who files a formal written protest shall post with the Village, at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the total amount of compensation anticipated under this Solicitation or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer’s right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the Village Clerk of the Village of El Portal 500 NE 87 Street El Portal, FL 33138. The Village will not accept receipt of any formal written protests filed at any location other than the Village Clerk’s Office.

1.13 AGREEMENT

Respondent understands that neither this Solicitation nor Respondent’s proposal constitute an Agreement with the Village. No Agreement is binding or official until all proposals are reviewed and accepted by appropriate Village staff, approved by the requisite level of authority within the Village and an official Agreement is duly executed by the parties.
The selected Respondent shall be required to sign an Agreement which the Village determines to be fair, competitive and reasonable.

1.14 PROPOSALS COST
Neither the Village nor its representatives shall be liable for any expenses incurred by Respondents with regards to the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the Village.

1.15 TAX EXEMPT STATUS
The Village is exempt from Florida Sales and Federal Excise taxes on direct purchases of tangible property.

1.16 PROPOSALS SUBMITTAL AND OPENING
All responses shall be submitted in a sealed envelope by the deadline indicated on the Solicitation Timetable. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent’s return address. The Village assumes no responsibility for responses not properly marked.

The Village will not accept responses delivered after the established deadline. If a Proposal is delivered after the stipulated deadline, a Respondent shall be deemed non-responsive and will not be eligible for consideration under this Solicitation.

Receipts of a response by any Village office, receptionist or personnel other than the Clerk’s Office will not constitute “delivery” as required by this Solicitation. The Village will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening if there is one.

1.17 ASSIGNMENT OF RESPONSE
A Respondent shall not transfer or assign its response to a third-party following submission of a Proposal to the Village.

1.18 WITHDRAWAL OF RESPONSE
Respondents shall withdraw their submitted Proposal by notifying the Village either in writing or in person through an authorized representative at any time prior to the deadline for submittal of Proposals. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are received and opened by Village staff, they then become property of the Village, and may not be modified or returned to Respondents even when they are withdrawn from further consideration.

1.19 PUBLIC RECORDS AND EXEMPTIONS
Respondents are hereby place on notice that all information submitted as part of or in support of their Proposals will be available for public inspection, in accordance with Chapter 119, Florida Statutes, known as the “Public Records Law”, at the time the Village posts notice of its decision or intended decision regarding recommended award of this RFP or thirty (30) days after the opening of Proposals, whichever is earlier.

In the event that a Respondent believes that any information contained in their Proposal should be considered confidential and/or proprietary and is therefore exempt from public records disclosure, then the Respondent must submit and cite specifically the applicable exempting law. The Respondent’s failure to provide the Village Manager with a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in their entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

1.20 REJECTION OF RESPONSES
Pursuant to Section 7-136, Village Code, the Village reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

(1) When such rejection is in the best interest of the Village;
(2) If such Proposal is deemed non-responsive;
(3) If the Respondent is deemed non-responsive; or
(4) If the Proposal contains any material irregularities. Minor irregularities contained in response may be waived by the Village. A minor irregularity is a variation from the Solicitation that does not affect the price of the Agreement nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the Village.

1.21 REVIEW OF PROPOSAL FOR RESPONSIVENESS
Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements contained in this Solicitation. A responsive Proposal is one which meets the requirements outlined in this Solicitation, includes all necessary documentation, is submitted in a timely manner and contains the appropriate signature(s) as required for each document. Failure to comply with any these requirements may result in a Proposal being deemed non-responsive.

1.22 VILLAGE COUNCIL REVIEW AND AWARD
The Village Manager will report the result of this Solicitation to the Village Council for their review, evaluation and final selection of a Respondent to be awarded this contract.

1.23 THE VILLAGE OPTIONS
The Village may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation
process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and evaluation process, as well as whether an award shall be made pursuant to this Solicitation, shall be the sole and absolute discretion of the Village.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the Village as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.24 CONTRACT AWARD

The Village anticipates the selection and award of this contract to one Respondent but reserves the right to not make any award whatsoever, if determined to be in the best interest of the Village.

Prior to final execution of an Agreement with the Village, the Respondent(s) shall submit the requisite insurance coverage documents. The contract number shall be included on the insurance documents submitted to the Village, as well as for any updates to the insurance coverage throughout the Agreement period. Failure to execute the Agreement and/or to submit evidence of the required insurance coverage in a timely manner shall be just cause for termination of the award.

1.25 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals shall be submitted in accordance with the format outlined under Section 4.0 of this Solicitation and must include all the requisite information contained therein. Moreover, the Proposal must contain a signed and completed “Cover Page and Contract Information” form found under Section 5.0.

Respondents may be deemed non-responsive if any required information is missing from their submitted Proposals.

Prior to submitting their Proposal, each Respondent is solely responsible for verifying whether any addendum has been issued by the Village Manager and acknowledging their review of said addendum, if any, as part of the Proposal.

1.26 NON-RESPONSIVE PROPOSALS

Proposals deemed to be non-responsive shall not be considered for award under this Solicitation. Proposals may be rejected if found to be in non-compliance with the requirements and instructions contained herein. A Proposal may be determined to be non-responsive due to various factors including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals where the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General’s List of Ineligible Design-Build for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the deadline for submittal.

1.27 Cone of Silence

This Solicitation is issued pursuant to the Village Code, Cone of Silence, which prohibits certain types of communication with Village Council members, Village staff and evaluation committee members upon issuance.

Upon the Cone of Silence taking effect, the Village Manager shall issue public notice thereof by providing written notice to the affected Village departments, the Village Clerk’s Office and to each Village Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Village Manager from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Agreement negotiations, public presentations made to the Village Council during any duly noticed public meeting or communications in writing at any time with any Village Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the Village Clerk.

1.28 Respondent’s Disclosure of Subcontractors and Suppliers

This Respondent shall submit with its Proposal a listing of all first-tier Subcontractors or Sub-consultants who will perform any part of the Agreement Work and all suppliers who will supply materials for the Agreement Work direct to the selected Respondent, if applicable. Failure to comply with this requirement shall render the Proposal non-responsive. In addition, the selected
Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Proposal except upon written approval of the Village (see Form A-6).

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The Village of El Portal requires business entities to complete registration application before doing business with the Village. Respondents need not register with the Village to present a Proposal; however, the selected Respondent(s) must register prior to award of an Agreement as failure to register may result in the rejection of the Proposal. To register, you may contact the Village Finance Department. It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement awarded as a result of this Solicitation.

1.30 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions raised by a Respondent must be submitted in writing and clearly indicate what alternative is being offered to allow the Village a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the Village shall determine the acceptability of the proposed exceptions. The Village, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the Village may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this Solicitation. However, the Village is under no obligation to accept any exceptions. If no exception is submitted, the Village will conclude that the Respondent has accepted all terms and conditions of this Solicitation.

1.31 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF VILLAGE OF EL PORTAL RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

The evaluation of competitive Solicitations is subject the Village Code which provides that preference be given to local businesses, except where contrary to federal and state law or any other funding source requirements. In order for the Respondent to benefit from this preference, the Respondent shall confirm in writing its compliance with any of the following criteria as of the date of Proposal submittal (see Form A-3). A local business shall be defined as:

a) A business located in the Village that has a permanent office or other site where the local business conducts, engages in or carries on all or a portion of its business and has a current Village business tax receipt, issued prior to the Village’s issuance of this Solicitation; or

b) A business that has at least ten percent (10%) of its total workforce residing in the Village prior to the Village’s issuance of this Solicitation; or

c) A business that subcontracts at least ten percent (10%) of the contractual amount of a Village project with subcontractors who are physically located within the Village.

If applicable, the local business preference would assign Respondents a benefit of ten (10) percent of the total evaluation points or ten (10) percent of the total price, to be applied in calculating their final ranking.

1.32 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.33 COMMUNITY BENEFITS PLAN

[Not Applicable]

1.34 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.35 TRUTH-IN-NEGOTIATION STATEMENT

The Respondent must provide at the time ofAgreement execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.36 REVIEW OF PROPOSALS

The Village will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced, whichever comes first. After the requested time has passed, Respondents may then request copies of documents or make an
appointment to review submittals and presentations.

1.37 LATE SUBMISSIONS

The Village will not accept Proposals received after the date and time stipulated in the Solicitation Timetable and therefore encourages early submittal.

1.38 OPENING OF SUBMITTED PROPOSALS

Immediately after the deadline for submittals has passed, the Village Manager will open properly received Proposals and announce the names of the Respondents for this Solicitation in the Office of the Village Clerk located at the Village Hall at 500 NE 87 Street, Village of El Portal, Florida. A list of Respondents will also be placed at the front office bulletin board shortly after the Proposals are opened and announced.

1.39 ATTORNEYS’ FEES

In the event of any dispute arising under or related to this Solicitation and the Agreement issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.40 CONFLICTS OF INTEREST

The Village’s Conflict of Interest guidelines shall apply to this Solicitation and Agreement. Respondents should be aware, that if awarded an Agreement, no person under its employ who presently exercises any functions or responsibilities on behalf of the Village in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the Village. Respondent shall further be aware that if awarded an Agreement under this Solicitation, no person having such conflicting interest shall be employed in the performance of this Agreement.

1.41 CONSTRUCTION SERVICES

[Not Applicable]

1.42 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

[Not Applicable]

1.43 CONTRACTOR OBLIGATIONS

[Not Applicable]

END OF SECTION
SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this RFP is to solicit proposals from experienced and qualified law firms, preferably certified in local, county, and municipal government by the Florida Bar, for the provision of full-time legal services as Village Attorney for the Village of El Portal, Florida.

2.2 TERM OF CONTRACT

The Contract will commence upon approval by the Village Council, unless otherwise stipulated in the Notice of Award letter, which will be issued by the Village Manager and contingent upon the completion and submittal of all required Solicitation documents. The initial term of this Contract may be up to two (2) years.

2.3 OPTION TO RENEW

The Contract may be renewed annually for three (3) additional one-year periods, under the same terms and conditions, at the sole discretion of the Village Council. The fee structure of the Contract shall remain firm for the entire Contract term including any and all renewal periods.

2.4 METHOD OF AWARD

The Village Manager shall review all Proposals received in a timely manner and shall determine which ones are deemed responsive and responsible Respondents. The results of the Village Manager’s review and evaluation shall be submitted to Village Council for their further review, evaluation and final selection for award of this Contract.

2.5 MINIMUM QUALIFICATION AND EXPERIENCE

In order to be considered eligible to respond to this Solicitation, the Respondent must meet the following minimum qualifications:

2.5.1 LICENSING REQUIREMENTS:

The Respondents must be members of the Florida Bar in good standing.

2.5.2 EXPERIENCE REQUIREMENTS

The Respondents must have practiced law in the State of Florida for at least three (3) years.

2.5.3 REFERENCES

The Respondents must provide at least five (5) references of business clients and/or governmental agencies to which it has provided legal services. If available, such references should be representatives of Florida jurisdictions and/or agencies for which the Respondent is currently providing or has provided legal services within the last five (5) years. Only one reference may be used for legal services rendered to the Village of El Portal.

2.5.4 The ability to thrive in a diverse environment is crucial to success in this position.

2.6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

RFP No. 2019-03
Village Attorney Services
Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

1. Professional Liability (Errors and Omissions) Insurance – 1. $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible; 2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date; 3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.

2. Commercial General Liability Insurance – preferably written on an occurrence form with $1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.

3. Automobile Liability Insurance – $1,000,000 combined single limit bodily injury and property damage. Coverage shall be applicable to any auto, hired auto and non-owned auto.

Both Commercial General and Automobile Liability insurance policies shall name the Village of Village of El Portal as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the Village may carry.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the Village’s Finance Department prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor must submit to the Purchasing Department, prior to signing of Contract, a Certificate of Insurance naming the Village of El Portal as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract and shall be provided to the Village Manager/designee.

Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

Awarded Contractor shall not commence Work under this Agreement until the Village has received and approved all of the minimum insurance described by the Village’s Finance Department. Awarded Contractor shall not permit any Subcontractor to begin any Work on Village Property until Subcontractor’s minimum insurance coverage is obtained and approved.
2.7 FAILURE TO PERFORM

The terms and conditions of the awarded Contract will dictate issues of default and termination, with or without cause.

2.8 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services.

2.9 ACCEPTANCE OF SERVICES BY THE VILLAGE

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.10 COUNCIL MEETING

All Respondents submitted by the Village Manager to Village Council for further review and evaluation must be available to attend Village Council meetings to answer any questions and/or provide presentations, if so requested by Village Council and/or and authorized Village staff.

2.11 SOLICITATION CLARIFICATION AND QUESTIONS

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Village Manager via email at Villagemanager@villageofelporal.org. Respondent(s) must clearly understand that the only official answer or position of the Village will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence; be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum.

NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE. Addendum(s) will be made available on the Village’s webpage and it is the Respondent’s sole responsibility to assure review of all (if any) addenda(s).

This RFP is issued pursuant to the Village of El Portal Ordinance which prohibits certain types of communications.

2.12 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The Village reserves the right to reject any and all Proposals, and to waive minor irregularities in this Solicitation process.

2.13 VILLAGE OPTIONS
The Village may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the Village.

2.14 RULES, REGULATIONS, AND REQUIREMENTS

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or Village government applicable to submitting a response to this RFP and to providing the Services described herein.

2.15 ETHICAL CONSIDERATION

No elected official or employee of the Village who exercises any responsibilities in the review, approval, or implementation of the Proposal or Contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.

The awarded Respondent shall not assign any interest in this Contract and shall not transfer any interesting the same without the prior written consent of the Village.

The awarded Respondent shall not accept any client or project that places it in a conflict of interest with its representation of the Village of El Portal.

The Respondent must warrant that it has not employed or retained a company or person, other than a bona fide employee, Contractor or Subcontractor, working in its employ, to solicit or secure a contract with the Village, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the Village.

2.16 CHANGE OF PROPOSAL

Any Proposer, who desires to change his/her submittal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer’s name and Solicitation number shall appear on the envelope.

2.17 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the opening of Proposals.

2.18 CONTRACTOR REGISTRATION

The Contractor shall be a registered vendor with the Village of El Portal for the duration of the Agreement. In becoming a registered vendor, the Proposer confirms its knowledge of and commitment to comply with the Village of El Portal Procurement Code which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.
Proposers may view the Village’s procurement policies upon written request to the Village Manager.

END OF SECTION
SECTION 3.0
SCOPE OF WORK

3.1 SCOPE OF SERVICES
The Respondent will be required to provide full-time Village Attorney services to the Village of El Portal.

3.1.1 Responsibilities include, but are not limited to, the following:

1) Providing legal advice to the Village, its Officials, Officers, Agencies, Boards, Committees, Departments and department employees. Advice should be provided per local government law and procedures.
2) Performance of professional duties and functions as may be required by ordinance or resolution of the Village Council.
3) Providing advice of all aspects of municipal law and litigation, including but not limited to general municipal law, labor law, general state and federal laws relating to Village government, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, housing subdivision and land use law, economic development activities including development, redevelopment, enforcement, and property/real estate law, contract law, environmental law, franchise law, municipal leases, purchasing and procurement, trial activity, and tort law.
4) Staying abreast of new and proposed state and federal legislations affecting the Village.
5) Institute and/or cause to be prosecuted all eminent domain proceedings and other civil suits, actions and legal proceedings authorized by the Village Council.
6) Prosecute and defend, for and on behalf of the Village against any and all complaints, suits and controversies in which the Village is a party, before any court or legally constituted tribunal;
7) Be the Attorney of Record, or be responsible for the oversight of the Attorney of Record, in all civil suits, actions and legal proceedings wherein the Village Council, Departments, Boards, or Village Officials or employees are parties by virtue of their official positions or actions unless such suits, actions or legal proceedings are assigned by the Village Council to special counsel.
8) Prepare or review and approve as to form and legal sufficiency, all Village ordinances, resolutions, deeds, contract documents, and other legal instruments affecting or pertaining to the Village or in which the Village is a party.
9) Review Requests for Proposals bid invitation documents, development review applications, agenda items, and other pertinent matters as directed and using the Village’s processes and procedures.
10) Attend and be present during all regular meetings, committee meetings, workshops and special meetings of the Village Council. When requested by the Village Council, attend meetings of special committees of the Village council and meetings of Village Boards.
11) Monitor the performance of any duties assigned to special counsel.
12) Assist and advise on the collection of delinquent taxes and/or other delinquent revenues.
13) Address and advises the Village on utility taxes and utility franchise agreements
14) Works cooperatively with any special counsel retained by the Village for special projects. Coordinates with other special counsel as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among special counsels.
15) Prepares and reviews ordinances and resolutions for legal correctness and acceptability
16) Prepares and reviews contracts, leases and other documents for legal correctness and acceptability.

3.2 AUDITABLE RECORDS
The selected firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the Village reserves the right to determine record-keeping methods in the event of non-conformity.

3.3 ADDITIONAL INFORMATION FOR THE VILLAGE OF EL PORTAL’S OFFICE OF THE VILLAGE ATTORNEY

The Village Attorney’s Office is staffed with a full-time Paralegal and Administrative Assistant (refer to Attachment “A” – Organization Chart for the Office of the Village Attorney).

END OF SECTION
SECTION 4.0
PROPOSAL FORMAT

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2” X 11” pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Digital copies must be in Adobe or Word format. Proposals which do not include the required documents, in the order listed below, may be deemed non-responsive and may not be considered for evaluation.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Proposal shall be limited in size as to what can fit into a 2 1/2” binder. USB Flash Drive must be clearly labeled with Company Name and Proposal Number.

The Proposal shall be written in sufficient detail to permit the Village to conduct a meaningful evaluation. The Proposal must include the following information:

LABEL EACH SECTION AS NUMBERED

1) Proposal Cover Page and Contact Information Form
   Use Cover Page and Contact Information form attached hereto under Section 5.0 and include this sheet as the very first sheet of your Proposal. Please complete and sign the form in its entirety. The contact person indicated should be someone the Village may contact for any questions or provide any correspondence related to this RFP.

2) Table of Contents
   The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents

3) Letter of Introduction
   Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of organization and number of years in existence and primary markets served.

4) Business Structure
   Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current Village / County / State Occupational License(s) where applicable

   Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

   Give the location of the office which will handle the Village’s account and the number of professional staff personnel at the office.

5) Qualification/Experience of the Village Attorney
   a) Specifically address the firm/individual’s experience per the qualification requirements in Section 2.
b) Name and biographical sketch of the attorney who will be assigned as Village Attorney for the Village of El Portal. Also include the names and resumes of other attorneys who will assist and attend any of the Village Council meetings or other meetings, to include the following:

a. Whether a member is in good standing of the Florida Bar, and if so, identify the date of admission;
b. If a member in good standing of other bars, identify state and date of admission;
c. Document that the member has practiced law in the State of Florida for at least three (3) years;
d. The area of practice concentration relative to the area of service required by the Village, including experience in municipal law;
e. Please state as to each attorney that is certified in Village, county, and local government law by the Florida Bar;
f. Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

6) **Experience Working with Municipal Government**
   a) Provide information as to each of the individual attorney’s experience and the firm’s experience in representing local government entities. That is, identify all current (and for the past five (5) years) municipal, county, or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.
   b) Identify the specific experience of the firm in all phases of Florida land use law. Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, FOIA, Government in the sunshine, elected official, municipal finance, land use, zoning, growth management, environmental law, inter-local agreements, building Code, personnel, and any additional legal areas that will identify the focus of the firm.

7) **References**
   See Section 2.5.3 (Form A-14).

8) **Methodology and Approach (Organizational Structure)**
   Proposers approach methodology to providing the Services requested in this Solicitation:
   a) Name of law firm/individuals and primary attorney to serve as the Village Attorney at each Village Council meeting and other Boards as may be requested or scheduled.
   b) Locations of all offices and Village government by the Florida Bar.
   c) After-hours availability.
   d) Information on how the firm/Individual would structure the working relationship between the Village Attorney’s Office, the Village Council, and the Village Manager’s Office.
   e) Areas of expertise where the use of special outside counsel is anticipated.
   f) Statement on how the workload of the Village of Village of El Portal will be accommodated and what kind of priority it would be given.

9) **Contract Forms**
   Solicitation contract forms are listed under the Table of Contents and included in Attachment “C”. All Contract forms must be completed, if applicable, and submitted with the Proposal.

   These forms are fill–in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.
With regards to Form A-5 “Acknowledgement of Addenda”, it is the sole responsibility of the Respondent to check the Village’s website for all applicable addenda issued at www.elportalvillage.com.

Completed responses shall include all the above information including all required forms included with this Solicitation or the Proposal may be rejected.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION
Section 5.0
Cover Page and Contact Information Form
Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): __________________________________________

Doing Business As (DBA)  
*If applicable:* ______________________________________________________

Federal Employee Identification (FEIN) Number: ___________________________

Mailing Address: ______________________________________________________

City, State, Zip Code: _________________________________________________

Contact Name*: _____________________________________________________

Title: _______________________________________________________________

Contact Email Address: ________________________________________________

Contact Telephone Number: ____________________________________________

Fax Number: _________________________________________________________

*The contact person indicated should be someone the Village may contact for any questions or provide any correspondence related to this Solicitation.
1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: ________________________________________________

Authorized Signature: ______________________________________________

Title of Officer: ____________________________________________________
<table>
<thead>
<tr>
<th>ITEM</th>
<th>EL PORTAL PERMIT COST</th>
<th>VILLAGE OF BISCAYNE PARK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Fee for all permits</td>
<td>$200.00</td>
<td>$60.00 + 1.7% OF COST</td>
</tr>
<tr>
<td>Master Permit Fee for new constructions including additions</td>
<td>2% of estimated construction cost</td>
<td>$60.00 + (FROM 1.7% TO 8.3% OF COST) + Plan review fee</td>
</tr>
<tr>
<td>Master permit fee for remodeling and repairs</td>
<td>2.5% of estimated construction cost</td>
<td>$60.00 + (FROM 1.7% TO 8.3% OF COST)</td>
</tr>
<tr>
<td>All stand alone permits</td>
<td>3% of estimated construction cost</td>
<td>$60.00 + (FROM 1.7% TO 8.3% OF COST)</td>
</tr>
<tr>
<td>All subsidiary permits</td>
<td>1.5% of estimated construction cost</td>
<td>$60.00 + (FROM 1.7% TO 8.3% OF COST)</td>
</tr>
<tr>
<td>Construction trailers</td>
<td>$200.00</td>
<td>$60.00 + (FROM 1.7% TO 8.3% OF COST)</td>
</tr>
<tr>
<td>Plans Review</td>
<td>$60.00 per discipline</td>
<td>$95.00 per discipline</td>
</tr>
<tr>
<td>Demolition</td>
<td>4% of estimated demolition cost</td>
<td>$60.00 + (FROM 1.7% TO 8.3% OF COST)</td>
</tr>
<tr>
<td>Upfront fee</td>
<td>1% of estimated construction cost</td>
<td>$60.00 + (FROM 1.7% TO 8.3% OF COST)</td>
</tr>
<tr>
<td>Revisions</td>
<td>$75.00 per sheet per discipline</td>
<td>$95.00 per discipline</td>
</tr>
<tr>
<td>Permit renewal</td>
<td>Within 6 mths of exp the fee will be 50% of the original permit fee plus $125.00 processing fee, after 6 mths 100% of orig fee + $125.00 processing fee.</td>
<td>100% OF ORIGINAL</td>
</tr>
<tr>
<td>Permit Extension</td>
<td>$100.00 (for active valid permits)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Contractor Registration</td>
<td>N/C</td>
<td>$35.00 Annually</td>
</tr>
<tr>
<td>Change of Contractor</td>
<td>$100.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Reinspection Fee</td>
<td>$75.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Inspections after normal working hours</td>
<td>$100.00 with a 4 hour minimum fee of $400.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Special Events Permits</td>
<td>$200.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Updating of information technology system</td>
<td>$5.00 per sheet Max. $500.00</td>
<td>2.5% of permit fee</td>
</tr>
<tr>
<td>CO, Temp or final, CC temp or final</td>
<td>$200.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Certificate of Re-Occupancy</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Starting work with out permit or permission</td>
<td>Double the permit fee + $100.00</td>
<td>Double the permit fee + $100.00</td>
</tr>
<tr>
<td>Refunds</td>
<td>50% of original permit fee less $200.00 (Applicable to active valid permits, where no construction or any type of work has started) Request of refunds must be made in writing by either the owner or the contractor</td>
<td>N/A</td>
</tr>
<tr>
<td>Replacement of Approved Documents</td>
<td>$200.00 plus actual cost of copying documents</td>
<td>Not listed</td>
</tr>
<tr>
<td>Permit Card Replacement</td>
<td>$50.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Flood Plain Review</td>
<td>$150.00</td>
<td>Not listed</td>
</tr>
<tr>
<td>Boiler/Pressure Vessels recertification</td>
<td>$300.00 per unit</td>
<td>Not listed</td>
</tr>
</tbody>
</table>
EMPLOYMENT AGREEMENT
VILLAGE MANAGER

This Employment Agreement ("Agreement") is made and entered into this 27 day of March, 2018, between the Village of El Portal, Florida, a Florida municipal corporation (the "Village" or Employer), and Christia E. Alou ("Village Manager" or Employee).

WITNESSETH:

RECITALS:

WHEREAS, Article 3.01, of the Village Charter (the "Charter") requires that there shall be a Village Manager, who shall be the Chief Administrative Officer of the Village; and

WHEREAS, the Village desires to employ the services of Employee as Village Manager and Employee wishes to accept this employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Duties:

1.1 The Village Manager shall have all powers and perform all duties and responsibilities required by this Agreement, prescribed in the Charter and applicable sections of the Village Code.

1.2 The Village Manager shall carry out the policy directives of the Village Council.

1.3 The Village Manager shall carry out the annual goals set by the Village Council.

1.4 The Village Manager shall provide the Village Council with a monthly report, which may include a list of directives from the Village Council and the status of achievement of the same.

1.5 The Village Manager shall perform such other duties as may be assigned by the Village Council from time to time.

Section 2. Term:

A. This Agreement shall remain in full force and effect until terminated by the Employer or resignation of Employee.

However, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 16 of this Agreement.
Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign the position at any time, subject only to the provisions set forth in Section 17 of this Agreement.

Section 3. **Salary:**

The Village Manager shall receive an initial annual salary in the amount of $85,000.00, payable in equal bi-weekly installments.

Section 4. **Performance Evaluations:**

4.1 The Village Council shall evaluate the performance of the Village Manager after the first 90 days of the term of this Agreement during which time Village Manager shall not be entitled to severance, and thereafter an annual evaluation on the date of his/her/her hiring.

4.2 The evaluation shall be based upon (i) the Village Manager's performance of the duties specified in Section 1 and (ii) the Village Manager's achievements of the Village Council's policy directives, and the annual goals. At the time of the scheduled evaluations, the Council will consider any potential increases in the Manager's salary, benefits and allowances, based on satisfactory performance. Based on a satisfactory performance and based on approved budget the Council may consider up to 5% increase after the first full year of employment, and a cost of living and merit increase of 3% for each year of service after the first year.

Section 5. **Florida Retirement System (FRS):**

The Village shall enter the Village Manager in the Florida Retirement System at the Senior Management rate and make all applicable payments into such system on behalf of the Village Manager.

Section 6. **Professional Dues and Expenses:**

6.1 The Village shall pay for all reasonable and customary professional dues and subscriptions necessary for the Village Manager's participation in municipal associations and organizations, as approved in the Village's annual budget. The Village shall pay for reasonable professional development expenses of the Village Manager approved by the Council or provided for in the Village annual budget.

6.2 The Village shall pay for the Village Manager's participation in those local civic non-profit job-affiliated organizations that the Village Manager is directed to participate in by the Village Council.
Section 7. **Automobile:**

In lieu of providing the Village Manager with an automobile, the Village shall provide the Village Manager with a monthly automobile allowance of $420.00, or lease a vehicle for which the total monthly costs shall not exceed $420.00, at the Village Manager's option. The amount may be increased from time to time by the Village Council.

Section 8. **Insurances and Benefits:**

A. Employer Agrees to provide and to pay 100% the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for Employee.

B. Employees Medical Benefits and those of any dependents will be covered based on the current benefits policy that the Village has place for its employees.

C. Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee at a rate of fifty percent (50%) of base salary.

D. Employee may elect to submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

E. D. Employer shall pay the amount of premium due for term life insurance in an amount equal to one hundred percent (100%) of one years salary, including all increases in the base salary during the life of this Agreement. The Employee shall designate the beneficiary of this policy.

Section 9. **Annual Leave, Sick Leave and Holidays:**

9.1 The Village Manager shall receive annually a total of two weeks (10 days) vacation leave, and a total of two weeks (10 days), sick and Personal Time Off (PTO). Such leave shall accrue equally per pay period. After two (2) years the Village Manager shall receive an additional five vacation days per year, for a total of three weeks (15 days). After five (5) years, the Village Manager shall receive five additional vacation days per year, bringing the total to four weeks (20 days).

9.2 On or before September 30 of each year, the Village Council shall elect to either carry over into the next fiscal year any unused accrued PTO leave or shall make payment to the Village Manager for the cash value of the same at the Village Manager's salary in effect on September 30. If no payment is made, it shall be presumed that the Village has elected to carry over the unused
9.3 The Village Manager shall be entitled to such holidays as are recognized by the Village, plus Employee’s birthday.

As used in this Section, the word “day” shall mean business day. There shall be no requirement that personal leave be used in full or half day increments.

Section 10. Business Expenses and Travel:

10.1 The Village shall pay for the reasonable and customary travel expenses of the Village Manager for meetings and seminars as may be authorized by the Village Council or provided for in the Village budget.

10.2 Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses, including local expenses such as fuel, parking, transportation, meals related to attendance at meetings, admission fees for cultural and community events, membership in organizations contributing to a member=s ability to fulfill leadership roles, executive stationery and communication expenses. Authorization to disburse such moneys shall be upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 11. Equipment:

11.1 The Village shall provide Village Manager the use of a Cellular Telephone and a laptop to be used for business purposes during the length of employment.

11.2 The Village shall provide the Village Manager with the use of electronic equipment necessary for the Village Manager to make themselves available to perform his/her duties. Such equipment shall include those items necessary for the Village Manager to utilize the Village’s computer network at all times and maintain communication with the Village’s residents, Village Council and staff at all times, including a lap-top computer.

Section 12. Hours at Work and Outside Activities:

12.1 It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

12.2 The employment provided by this Agreement shall be the Employee’s sole regular employment. The Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not interfere with the Employee’s
performance of his/her duties hereunder or constitute a conflict of interest with his/her responsibilities under this Agreement. Any non-conflicting legal work must be outside business hours and not be within the corporate limits of the Village.

Section 13. **Days:**

Unless otherwise specified, any reference to day in this Agreement shall mean calendar days.

Section 14. **Bonds; Hold Harmless:**

14.1 The Village shall pay for the cost of any bonds to be furnished by the Village Manager, including the bond required pursuant to Section 3.05 of the Charter.

14.2 Beyond that required under federal, state or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee’s duties as Village Manager or resulting from the exercise of judgment or discretion in connection with the performance of his/her duties or responsibilities, unless the act or omission involved willful or wanton conduct.

14.3 The Employee may request, and the Employer shall not unreasonably refuse to provide, independent legal representation at Employer’s expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action, including any appeals brought by either party.

14.4 The Employer shall indemnify Employee against any and all losses, damage, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney’s fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his/her duties.

14.5 Employer agrees to pay all reasonable litigation expenses of Employee throughout any pending litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee’s service to the Employer as long as litigation is pending.

14.6 Employer agrees to pay Employee reasonable travel expenses when Employee serves as a witness, advisor or consultant to Employer, regarding pending litigation.

14.7 Any statement of any claim must have prior approval of the Employer in order for indemnification, as provided in this Section, to be available.
Section 15. **No Reduction of Compensation:**

The Village Council shall not at any time during the term of this Agreement reduce the salary or benefits provided to the Village Manager below the levels he is then entitled to receive, and, if it does, such action shall constitute a constructive termination without cause of this Agreement.

Section 16. **Termination and Severance:**

16.1 In accordance with the Charter, the Village Manager shall serve at the pleasure of the Village Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Council to terminate the services of the Village Manager at any time.

16.2 In the event the Village Council wishes to terminate the Village Manager, it shall do so in accordance with the provisions of this Agreement.

16.3 In the event the Village Manager is terminated by the Village Council, the Village Manager shall receive a severance payment as follows:

A. Severance shall be paid to the Village Manager when employment is terminated without cause as specified in this Agreement and pursuant to Florida Statutes Sec.215.425 and in accordance to the following:

- 181-365 days from the effective date of this contract: 4 weeks
- After 365 days from the effective date of this contract: 4 weeks for every year of service with a cap of 20 weeks total severance consistent with State Law.

These amounts shall be paid in two equal payments, the first upon separation from the City, the second within thirty (30) days thereafter.

Severance pay shall be construed as compensation for services performed in assisting with transition, and severance payment will not include automobile, cell phone allowance or other benefits, except that insurance benefits for the severance period shall be paid. Said payment of severance benefits made under this paragraph shall constitute full and complete payment and satisfaction of any claim the Village Manager may have against the Village arising under, or related to this Agreement or otherwise.

B. If the City Manager is terminated with cause, said termination will take effect immediately and the City Manager shall receive four (4) weeks of salary to be paid in a lump sum within five (5) days of termination. For the purposes of this Agreement, just cause is defined and limited to mean (1) breach of any material term or condition of this Agreement after ten days (10) written notice and an opportunity to cure; (2) misconduct in office such as an act of fraud or dishonesty; (3) gross
insubordination; (4) willful neglect of duty; (5) a knowing or intentional violation of the Florida or Miami-Dade County conflict of interest and code of ethics laws; (6) moral turpitude; or, (7) conviction of any criminal act (except for minor traffic infractions).

C. The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and other time as noted in Section 9. The Employer agrees to make a contribution to the Employee’s deferred compensation account on the value of this compensation calculated by using the rate ordinarily contributed on regular compensation.

Section 17. Resignation:

In the event that the Village Manager voluntarily resigns during the Term of this Agreement, the Village Manager shall provide the Village with 30 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Village Manager under this Section, the Village Manager shall not be entitled to receive the severance package specified in Section 16.3, but the Village shall pay the Village Manager all accrued, but unpaid, personal leave calculated at the Village Manager's rate of pay in effect upon the date of termination. In the event that the resignation is as a result of a constructive termination, the Village Manager shall receive compensation as if he had been terminated without cause.

Section 18. Conflict of Interest Prohibition:

18.1 Village Manager shall not, without the express prior approval of the Village Council, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Village, except for stock ownership in any company whose capital stock is publicly held and regularly traded during the term of employment.

18.2 The Village Manager shall abide by the provisions of Chapter 112, Florida Statutes, and the Miami-Dade County Conflict of Interest and Code of Ethics, Section 2-11.1, pertaining to public employees.

Section 19. Miscellaneous Provisions:

19.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.2 Amendment. No modification, amendment or alteration in the terms or conditions contained
herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

19.3 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

19.4 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

19.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Village Manager.

19.6 Governing Law. Florida law shall govern this Agreement, and as to venue, any litigation which may arise from this Agreement shall be filed and litigated in the state courts in Miami-Dade County, Florida.

19.7 Waiver of Jury Trial. Both the Village and the Village Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

19.8 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery or delivered at a Village Council meeting. Notice shall be sent as follows:

For the Village:

Honorable Mayor Claudia Cubillos
Village of El Portal
500 N.E. 87th Street
El Portal, Florida 33188-3517

For the Village Manager:

Christia E. Alou

8
IN WITNESS WHEREOF, the Village, by signature of the Mayor, as authorized by Section 2.02 (a) of the Village Charter, and Village Manager have signed and executed this Agreement the day and year first above written,

Claudia Cubilla, Mayor

Christia E. Alou, (Employee)

Village of El Portal

Attest:

Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:

Norman Powell

Interim Village Attorney
## Vehicle Comparison - Village of El Portal

| Year | Make | Model | Series | Quote # | Category | Vehicle Type | Engine | EPA MPG City | EPA MPG Highway | Acquisition Cost | Total Actual Depreciation | Total Fuel Cost | Total Maintenance Cost | Monthly Rate | Full Maintenance Rate | Total Monthly Payment | Lease Term | Holding Period | Cost Per Mile | RBV at Term | Expected Sales Price | Estimated Equity at Term |
|------|------|-------|--------|---------|----------|--------------|--------|--------------|------------------|------------------|------------------|----------------|----------------------|--------------|-----------------------|----------------|-------------|----------------|-------------|----------------|---------------------|
| 2020 | Dodge | Durango | Pursuit 4dr All-wheel Drive | WDEE75 | Patrol Unit | Full Size SUV | 3.6L V6 24V VVT UPG I w/ESS | 18 | 25 | $39,544 | $29,044 | $5,877 | $2,443 | $655.62 | $0.88 | $1,319 | $10,500 | 60 Months | 5 Years | $0.88 | $1,319 | $9,181 |
| 2020 | Dodge | Durango | SXT 4dr 4x2 | WDDL75 | Administrative Unit | Full Size SUV | 3.6L V6 24V VVT UPG I w/ESS | 19 | 26 | $33,741 | $18,241 | $6,613 | $3,151 | $558.39 | $0.70 | $2,994 | $15,500 | 60 Months | 5 Years | $0.70 | $2,994 | $12,506 |
| 2020 | GMC | Sierra 1500 | Base 4x2 Double Cab 6.6 ft. box 147.4 in. WB | TC10753 | Public Works/ Code | 1/2 Ton Pickup | 4.3L EcoTec3 V6 | 16 | 21 | $25,888 | $10,888 | $6,842 | $3,151 | $419.94 | $0.55 | $605.98 | $15,000 | 60 Months | 5 Years | $0.55 | $605.98 | $10,573 |
| 2020 | Dodge Charger R/T | 4dr Rear-wheel Drive Sedan | (LDDP48) | TC10753 | Patrol Unit | Full size Sedan | 5.7L V8 HEMI DMS VVT | 15 | 25 | $40,819 | $25,477 | $6,167 | $3,151 | $31.97 | $0.83 | $637.95 | $15,342 | 60 Months | 5 Years | $0.83 | $637.95 | $8,379 |
| 2020 | GMC | Sierra 1500 | Base 4x2 Double Cab 6.6 ft. box 147.4 in. WB | TC10753 | Administrative Unit | 1/2 Ton Pickup | 5.3L EcoTec3 V8 | 15 | 19 | $38,194 | $22,546 | $7,455 | $3,151 | $32.97 | $0.79 | $577.92 | $15,648 | 60 Months | 5 Years | $0.79 | $577.92 | $12,432 |

### Notes
- **RBV at Term** is calculated as the residual value of the vehicle at the end of the lease term.
- **Expected Sales Price** is the estimated price at which the vehicle can be sold after the lease term.
- **Estimated Equity at Term** is the difference between the Expected Sales Price and the RBV at Term.
Christia Alou, Village Manager
El Portal, Village of
500 NE 87th Street
El Portal, FL 33138

Re: Notification of Subrecipient Event Closeout

Dear Ms. Alou:

Enclosed is a copy of the original Federal Emergency Management Agency (FEMA) Subrecipient Closeout Letter for all subgrants written for Presidential Declaration Hurricane Wilma. FEMA and the State of Florida now consider you, as a subrecipient, officially closed. You should file this letter with the supporting documentation of your FEMA Public Assistance Subgrants for Declaration.

In compliance with FEMA’s GONE Act, the Florida Division of Emergency Management (Division) is continuing Account Closeout Activities. The Division's records indicate that El Portal, Village of is indebted, to the State, $6,807.02. This amount is reflected in the Division’s Invoice # EPV-DR1609-R20 sent to the Subrecipient on 10/16/2019. Closeout of the Account does not excuse, nor waive, the liability of the Subrecipient to settle the debt with the State. The Division will continue to collect until all receivables are satisfied.

Should you disagree with FEMA regarding its closeout action, you have the right to appeal, in accordance with 44 CFR, 206.206. The appeal must contain documentation supporting your organization’s position and the applicable provisions under Federal Law, Regulation, and/or Policy. You must file an appeal within 60 days of receipt of this correspondence to the Recipient, the State of Florida Division of Emergency Management. The appeal should be addressed as follows:

Jared Moskowitz, Director, Division of Emergency Management
Attention: Melissa Shirah, State Public Assistance Officer
2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100

Pursuant to Florida Statute: Sections 119.021(2) and 257.36 respectively and the State of Florida General Records Schedule GS1-8L for State and Local Government Agencies, dated November 1, 2006; you must retain all records that document Public Assistance Subgrant funds, expenses, management, and audits, for a period of five (5) years from the closed date on the FEMA closeout notification.

If you have any questions or require additional clarification regarding this documentation, please contact Amanda Brodie, Grant Manager, via e-mail at Amanda.Brodie@em.myflorida.com or by phone at (850) 815-4425.

Sincerely,

[Signature]

Melissa Shirah
Division of Emergency Management
Date: 1/3/2020

Enclosure: FEMA Subrecipient Closeout Notification/Invoice
December 13, 2019

Jared Moskowitz, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Amanda Campen

Reference: FEMA-1609-DR-FL
Closure Request
EL Portal, Village Of

Dear Mr. Moskowitz:

This is in response to your letter dated December 9, 2019 informing the Federal Emergency Management Agency (FEMA) that all work for the referenced Subgrantee has been completed and payments made in accordance with applicable laws, regulations, policy and guidance. The documentation provided meets the requirements of 44 CFR §206.205 concerning the payments of all projects. As a result, our systems and records have been updated to reflect the requested Subgrantee closure based on the Federal Share shown in the enclosed Subgrantee Closure Worksheet.

Therefore, this Subgrantee is now considered officially closed. Please advise the Subgrantee of this action and its right to appeal within 60 days of notification, pursuant to 44 CFR §206.206. The Subgrantee must retain all records that document Public Assistance project funds approved as part of this subgrant for a period of three years from the date of the final subgrantee closure action. As stated in 44 CFR §206.207, FEMA retains the authority to conduct a Federal audit of this disaster assistance grant or any of the subgrants. In addition, non-Federal audits are to be completed in accordance with 44 CFR Part 14 and Office of Management and Budget (OMB) Circular A-133.

Sincerely,

Saidat Thomas
Public Assistance Branch Chief
Recovery Division

Enclosure
**Subgrantee Closure Worksheet**

For Official Use Only *

Due to limitations imposed by rules protecting Personally Identifiable Information (PII), some data may be restricted and show as "ERROR" or "#SYNTAX." Please contact your Data Steward for rights clarification.

**Florida**

**Disaster:** 1609

**Subgrantee Name:** EL PORTAL, VILLAGE OF

**Subgrantee Status**

Closed 12/12/2019

**Closure Validation Information**

- **Eligible Funds = Obligated Funds?** Yes
- **Entered PWs = Obligated PWs?** Yes
- **Large Projects Closed?** Yes
- **Small Projects Closed?** Yes

**Large Project Threshold:** $57,500.00

**RPA Reference Number**

PA-04-FL-1609-RPA-0306

---

**Applicant Eligibility**

- RPA Entry Date: 11/10/2005
- Total Obligated: $501,085.96
- Federal Share Obligated: $467,836.29
- Subgrantee Admin: $10,756.73
- Grantee Admin: $2,492.94
- Federal Share + Subgrantee Admin: $488,593.02
- Total Amount of PWs at 100%: $487,836.28
- Final Closure Amount (100% PWs + S. Admin): $498,593.01
- Total Non-Federal Share: $(0.01)

---

**Project Worksheet Information**

**Number Of PWs Entered**: 8

**Number Of PWs Obligated**: 8

**Number Of Large PWs**: 2

**Number Of Large PWs Closed**: 2

**Number Of Small PWs**: 6

**Number Of Small PWs Closed**: 6

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**Project Worksheet Details**

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*1/2*
# Subgrantee Closure Worksheet

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*WARNING: The data in this document is "For Official Use Only" (FOUO). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and it is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior written approval of an authorized DHS Official.*
The Florida Division of Emergency Management (Grantee) has performed a financial reconciliation of DR1609 Hurricane Wilma. This reconciliation has found that $171,841.94 has been overpaid to El Portal, Village of (Subgrantee) due to project version underruns or de-obligations.

When the Federal Emergency Management Agency (FEMA) reduces funding for a Subgrantee's projects, those funds are immediately withdrawn from the Grantee's account (SMARTLINK). Repayment of these funds is critical to the overall Public Assistance Program. If not repaid within the specified timeframe, there may not be enough available funding to cover the eligible work of other Subgrantees.

The Disaster Relief Funding Agreement, Article XI, Reimbursement of Funds, specifies that the "Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination". Furthermore, Article XXIII states that "In the event the Federal Emergency Management Agency (FEMA) should de-obligate funds formerly allowed under the Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee".

This invoice serves as a formal request for repayment. We request you pay this invoice within forty-five (45) days.

After applying offsets in the amount of $165,034.92 the balance due is $6,807.02.

Please send your payment by 11/30/19, in the amount of $6,807.02 to:

Florida Division of Emergency Management
ATTN: FDEM Cashier
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100
Below is a breakdown of this invoice.

**PROJECTS:**

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RECEIVABLE SUBTOTAL: $ (171,841.94)

**COMPLETED OFFSETS:**

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OFFSET SUBTOTAL: $ 165,034.52

TOTAL BALANCE DUE: $ (6,807.02)

*Please make checks payable to State of Florida in the amount of: $6,807.02

* BALANCE SUBJECT TO FINAL FEMA GRANT DETERMINATION AT CLOSEOUT *

If you have any questions or concerns, please do not hesitate to contract your grant manager: Amanda Brodie at (850) 815-4425 or Amanda.Brodie@em.myflorida.com.