



**TOWN OF LOXAHATCHEE GROVES**

**TOWN COUNCIL MEETING**

**AGENDA**

**TUESDAY, MARCH 1, 2016**

*Mayor David Browning (Seat 4)*

*Vice-Mayor Ronald D. Jarriel (Seat 1)*

*Councilman Tom Goltzené (Seat 5)*

*Councilman Ryan Liang (Seat 3)*

*Councilman Jim Rockett (Seat 2)*



**Town of Loxahatchee Groves**  
**Town Council Meeting**  
**Tuesday, March 1, 2016 - 7:00 p.m. to 10:30 p.m.**

*(Times established by Resolution No. 2014-08... commencing at 7:00 p.m., and ending no later than 10:30 p.m., which can be extended by motion of the Council.)*

Town Hall, 155 "F" Road  
 Loxahatchee Groves, Florida 33470

Mayor David Browning (Seat 4)	Town Manager William F. Underwood, II
Vice Mayor Ronald D. Jarriel (Seat 1)	Town Attorney Michael D. Cirullo, Jr.
Councilman Tom Goltzené (Seat 5)	Town Clerk Virginia M. Walton
Councilman Ryan Liang (Seat 3)	
Councilman Jim Rockett (Seat 2)	

**PUBLIC NOTICE/AGENDA**

**1. OPENING**

- a. Call to Order & Roll Call
- b. Pledge of Allegiance & Invocation – Mayor Browning
- c. Approval of Agenda

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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**2. PUBLIC COMMENTS**

- a. Council Comments

**3. CONSENT AGENDA**

(Public Comment will be permitted on consent agenda items prior to Council vote)

- a. Minutes: February 16, 2016 Town Council Meeting
- b. January/February Invoices for Goren, Cherof, Doody & Ezrol, PA

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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**4. PRESENTATIONS**

- a. FEMA Maps and Ordinance  
Dennis Lipp, P&Z Board Chairperson

**5. COMMITTEE REPORTS – none scheduled**

**6. RESOLUTIONS**

- a. RESOLUTION NO. 2016-09 (continued from 2/16/2016 agenda)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TERMINATING FOR CONVENIENCE THE TOWN’S AGREEMENT FOR THE GRAVEL ROAD GRADING AND OTHER ROAD SERVICES FOR TOWN ROADS WITH PROFESSIONAL SERVICES GROUP, LLC; APPROVING A TERMINATION AND MUTUAL RELEASE AGREEMENT BETWEEN THE TOWN AND PROFESSIONAL SERVICES GROUP, LLC; DIRECTING THE TOWN MANAGER TO PROVIDE A COPY OF THIS RESOLUTION AND NOTICE TO PROFESSIONAL SERVICES GROUP, LLC; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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**7. ORDINANCES – none scheduled**

**8. MANAGER’S REPORT – Town Manager Underwood**

- a. Agenda Item Report – Updates on various activities and issues concerning the Town

**9. OLD BUSINESS – none scheduled**

**10. NEW BUSINESS**

- a. First Amendment to Road Repair and Maintenance Agreement with Bergeron Land Development Inc., for Supplemental Services on an agreed upon pricing structure

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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- b. Award of Bid for Disaster Debris Monitoring Services to Witt OBrien’s LLC

<b>MOTION</b>	<b>SECOND</b>	<b>VOTE</b>
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## **11. COUNCIL REPORTS**

### a. Vice Mayor Jarriel

1. Discussion and Direction for reimbursement to Water Control District for Maintenance Maps Survey Work in the amount of ~~4~~\$27,683.00 (back up documents provided)
2. Discussion and Direction on Perpetual Permit from Water Control District
3. Discussion and Direction on re-activation of RETGAC Committee to work on future Equestrian Trails

## **12. CLOSING COMMENTS**

- a. Public
- b. Town Attorney
- c. Town Council Members

## **13. ADJOURNMENT**

*The next regular Town Council Meeting is tentatively scheduled for April 5, 2016.*

**Comment Cards:** Anyone from the public wishing to address the Town Council must complete a Comment Card before speaking. This must be filled out completely with your full name and address and given to the Town Clerk. During the meeting, before public comments, you may only address the item on the agenda in which is being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting 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 included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



**Town of Loxahatchee Groves**  
**Regular Town Council Meeting**  
**Tuesday, February 16, 2016 at 7:00 p.m.**

**MINUTES**

**1. OPENING**

a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 p.m. Present were Mayor David Browning, Vice Mayor Ronald Jarriel and Council Members Tom Goltzené, Jim Rockett and Ryan Liang. Also present was Town Manager Bill Underwood, Town Attorney Michael D. Cirullo, Jr., and Town Clerk Virginia Walton.

b. Pledge of Allegiance & Invocation – Mayor Browning

c. Approval of Agenda

Manager Underwood requested that item #9a be deleted from the agenda since he believes this issue has been worked through.

Mayor Browning wanted to add as item #11b a proposed letter that he had received from Palm Beach State College.

**Motion:** a motion to approve the agenda as revised, including Addendum #1, was made by Council Member Liang and seconded by Vice Mayor Jarriel. Motion passed 5 – 0.

**2. PUBLIC COMMENTS**

Keith Harris commented on what occurred at the Water Control District Meeting. The Board chose to discuss Town affairs instead of Water District issues, voted to deny Town request for transfer of road and Mr. Ryan had called him a liar in reference to the FDLE investigating the Water Control District. He thought Ms. Danowski's idea of a 6 month trail was a good one, but her comments were ignored.

Vice Mayor Jarriel stated he wanted to apologize to Mr. Harris for his comments at the last Council Meeting.

Bill Louda commented on Governor Scott not allowing municipalities to control fracking in their towns. Also, asked again that the RETAG Committee start meetings and add environmental issues to the agenda.

Charlene McManus, 42<sup>nd</sup> Street North, entered a letter into the record stating 160<sup>th</sup> Street was still non-passible, while 161<sup>st</sup> Street had already been done and was being done every week.

This was unfair and wanted to know who was paying for all the extra grading for just this one street.

Ken Johnson stated his name was being used as an endorsement on a current candidate's website. He has repeatedly asked that his name be taken off, but his request has been ignored.

Marge Herzog reminded everyone about Candidate Forum, which was February 25<sup>th</sup>, and Robin McLeod wanted everyone to know the Airboat Show was now at South Florida Fairgrounds on February 27<sup>th</sup> and 28<sup>th</sup>.

Ruth Menor stated she appreciated the efforts to make the roads better and there was a big difference compared to the Water District philosophy of ignoring what needs to be done.

Karl Jensen and Todd McLendon both commented that Vice Mayor Jarriel owed not only Mr. Harris an apology but also the whole Council and the residents as well.

Roberta Schriefer, Paradise Trail, stated the new 30mph speed sign installed was too fast for their road and requested a lower speed sign and possibly one that said children at play. Also Ms. Schriefer stated she had 15 comment cards from her neighbors on Paradise Trail, and 22<sup>nd</sup> Road off "C" Road, asking for the flooding issues and road conditions to be addressed.

**Motion:** a motion to received and file the comment cards was made by Vice Mayor Jarriel and seconded by Council Member Liang. Motion passed 5 – 0.

Cletus Keaton, "D" Road, stated the swale was less than 100 feet from his drain and the process being used was not controlling the drainage. Also, he objected to item #9a being taken off the agenda.

Connie Bell, 22<sup>nd</sup> Road N; Robert Holt, 24<sup>th</sup> Court N; and Jo Siciliano, "B" Road, all spoke about the condition of their roads and wanted them corrected.

Phillis Maniglia, "D" Road, stated 27 years ago the Town had been promised a trail system, which was never delivered. A lot of money was spent on surveys, engineering, etc. and nothing to show for it. When she had gone in front of the Council, she and her neighbors were then hit with bogus code violations, with high code fines. Vice Mayor Jarriel and Council Member Rockett had responded to her calls for assistance; but Mayor Browning and Council Member Goltzené had stated they did not feel they should interfere in a code issue. Council Member Liang had not responded at all. Also, Ms. Maniglia stated that those people who had been involved in the 2015 tainted election involving absentee ballots should know that those absentee ballots would still be coming to them for the next three election cycles.

#### a. Council Comments

Vice Mayor Jarriel stated he remembered when Ms. Maniglia had the code problems and he and Council Member Rockett had supported her.

Council Member Rockett stated in response to comments from Mr. McLendon, he does not wait for an election to move on issues.

Mayor Browning stated he understood and supported horse trails, but this was a tough issue. The trails were owned by the Water Control District as easements and the Town had not gotten the cooperation they wanted. Mayor Browning added that the Town was still trying and he believed the future of Loxahatchee Groves was with the equestrian community.

Council Member Goltzené stated the reality is that they would never accomplish what the people want until the roads are paved. There has been five years of wasted money on pushing dirt around (grading) and seeing blacktop collapsing.

Vice Mayor Jarriel stated that with “B” Road and San Diego, he had tried to get the Water District to come in, but they would not do it. Bergeron has now come in and doing a one-time sweep of all roads. In previous years, the Water District had responded within 24 hours and he felt we needed to bring them back. The Town knew about the drainage issues and was trying to get the issues resolved.

### **3. CONSENT AGENDA**

(Public Comment will be permitted on consent agenda items prior to Council vote)

a. Minutes: February 2, 2016 Town Council Meeting (revised in Addendum #1)

b. Hurricane Debris Collection Agreement Renewal – Bergeron

**Motion:** a motion to approve the consent agenda, as revised in Addendum #1, was made by Council Member Liang and seconded by Vice Mayor Jarriel. Motion passed 5 – 0.

### **4. PRESENTATIONS**

a. Road Grading Status Report – Bergeron Land Development Inc.

Bergeron Representative presented a powerpoint presentation, with videos, showing the before and after photos of several streets, such as San Diego Drive, Casey Road, Timberlane Place and E. Citrus. The photos showed the condition of the road and drainage issues. Presentation also showed the length of the roads and the loads of fill material for each road. Rachley Road had received some bad material, and they were resolving that issue now. They had accomplished 14.25 miles so far; however, more time was spent on repair than on maintenance. Manager Underwood commented that regardless of the amount of grading, there were still ongoing drainage issues on the roads and Council would need to address this in the near future.

Vice Mayor Jarriel wanted to know if a second sweep of all the roads was possible and also should the Town consider different materials than outlined in the agreement. Council Member Rockett wanted to know in case of an emergency, such as a hurricane, would Bergeron be of assistance since they were now staged here in Town.

Jo Siciliano, Ken Johnson, Bill Louda, Mike Laudadio, Connie Bell and Laura Donowski all commented on the condition of their roads. Connie Bell asked if the Town could improve communication with residents with some type of emergency notification system. Laura Donowski asked if Bergeron could do tonight’s powerpoint presentation with the Water Control District. Manager Underwood stated there was a subscription “Code Red” system for emergency

notifications. There was a cost involved, the Town and residents would need to subscribe and the residents would need to supply a phone number or email address.

**Motion:** a motion to direct the Town Manager to bring back information and costs for this system was made by Vice Mayor Jarriel and seconded by Council Member Rockett. Motion passed 5 – 0.

## **5. COMMITTEE REPORTS – none scheduled**

## **6. RESOLUTIONS**

### a. RESOLUTION NO. 2016-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TERMINATING FOR CONVENIENCE THE TOWN'S AGREEMENT FOR THE GRAVEL ROAD GRADING AND OTHER ROAD SERVICES FOR TOWN ROADS WITH PROFESSIONAL SERVICES GROUP, LLC; APPROVING A TERMINATION AND MUTUAL RELEASE AGREEMENT BETWEEN THE TOWN AND PROFESSIONAL SERVICES GROUP, LLC; DIRECTING THE TOWN MANAGER TO PROVIDE A COPY OF THIS RESOLUTION AND NOTICE TO PROFESSIONAL SERVICES GROUP, LLC; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Manager Underwood advised the Council that as of today he had negotiated a further reduction on the invoices of \$6,000.00. Council had some questions about items on the invoices supplied for review. After discussion, consensus was to delay approval of the resolution and final payment to PSG.

**Motion:** a motion to delay this item for two weeks, to allow the Manager to continue negotiations, was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 5 – 0.

## **7. ORDINANCES**

### a. ORDINANCE NO. 2016-01 (Second Reading - Council Compensation)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCE 2013-01 TO INCREASE THE COMPENSATION FOR COUNCILMEMBERS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Attorney Cirullo read the ordinance by title. Mayor Browning asked for Council comments and the public comments. Bill Louda asked what the new compensation would be. Town Attorney Cirullo responded that the new compensation would be \$750.00 per month.

**Motion:** a motion to adopt the ordinance on second and final reading was made by Vice Mayor Jarriel and seconded by Council Member Liang. A roll call vote was in favor of adoption 5 – 0.

Mayor Browning called a break in the meeting at 8:45 pm. Meeting reconvened at 8:54 PM

## **8. MANAGER'S REPORT – Town Manager Underwood**

- a. Agenda Item Report – Updates on various activities and issues concerning the Town

Manager Underwood brought the Council up to date on several pending projects, including:

- 1) 6<sup>th</sup> Ave North from D Road to C Road had only minor punch items to be completed
- 2) Permit to all non-motorized trails – Town was waiting for better detail information to Exhibit “A” of the trail permit from Water Control District
- 3) Bids for replacement of C Road North culvert were opened on 2/11/2016. Manager was contacting property owners regarding cost of correction
- 4) Report on road side bank erosion was completed and attached, and was also submitted to Water Control District for their correction. Manager Underwood showed some photos of bank erosions. Water Control District was stating no issue existed and no action was required. There was a comment that E Road canal was in a similar condition
- 5) Water Control District had denied Town’s request to turn over all roads to Town.
- 6) Roads south of Okeechobee have been graded and rocked as needed. 161<sup>st</sup> was done Saturday and B Road was graded again due to heavy truck traffic
- 7) Only one proposal was received on time for Debris Monitoring and FEMA Reporting Services. Award bid will be coming to next meeting.
- 8) Regarding code enforcement services, one meeting had been completed and another was scheduled for this Thursday
- 9) Staff has found another property on F Road, in addition to C Road, and has contacted the County Health Department regarding the excess living structures
- 10) Bids were opened today for the B Road Improvements. Hopeful to have fully vetted and brought the first meeting in April

Council had discussion on the banks erosion problems and also wanted to make sure the OGEMed roads had been evaluated for drainage as well as the other road.

Bill Louda commented that the canal banks were being undercut and that was why they were being pulled down too fast. Refilling would just cause closing up of the canal.

## **9. OLD BUSINESS**

- a. 8<sup>th</sup> Place North/D Road – Repair Costs (this item was deleted from the agenda)

## **10. NEW BUSINESS**

- a. Discussion and Direction on extra grading for B Road prior to commencement of construction project, as an addition to Bergeron contract.

Vice Mayor Jarriel stated that the developers were stockpiling on B Road and the Town should contact them to see if some of that can be used on B Road. Since the developers were beating up the road, they should pay for Bergeron to repair it. Town Attorney Cirullo stated that first the work needed to be authorized; then a separate motion could be made to contact the developers to negotiate reimbursement for the road repairs. There was already a contract in place with these developers and this was not a part of that contract.

**Motion:** a motion to approve the additional grading of B Road, on an hourly rate proposal from Bergeron, and to have a schedule brought back for additional grading on other roads, was made by Vice Mayor Jarriel and seconded by Council Member Liang. Motion passed 5 – 0.

The additional request to have the Manager contact the developers about reimbursement to the Town of repairs to B Road, as well as requesting that material being stockpiled on B Road be used for the B Road repairs, was then discussed. Council Member Goltzené had a conflict and recused himself from discussion and vote on this item.

**Motion:** a motion to have the Manager contact the developers about reimbursement to the Town of repairs to B Road, as well as requesting that material being stockpiled on B Road be used for the B Road repairs was made by Vice Mayor Jarriel and seconded by Council Member Liang. Motion passed 4 – 0, with Council Member Goltzené recusing himself.

## **11. COUNCIL REPORTS**

### a. Vice Mayor Ron Jarriel

#### 1. Discussion and direction for GelTech Solutions Dust Control Pilot Program (continued from 1/19/16 and 2/2/16 agendas)

Vice Mayor Jarriel stated the weather was too wet to think of this project right now; but hoped that when the time was right, Manager Underwood would contact GelTech to look into a pilot program of one District Road and one Town Road, with the District supplying the equipment and the Town funding the pilot program.

Bill Louda stated he had reviewed the proposal given to him by Vice Mayor Jarriel and it appeared to be okay except for the cost, but he suggested the SDS sheets be requested, and the water should be monitored for run-off. Phyllis Maniglia wanted to know if the product would damage horse's hooves. Vice Mayor Jarriel responded the product was used at several horse arenas.

#### 2. Discussion and direction on adult entertainment businesses

Council was in consensus that this was not something that was a desired business in Loxahatchee Groves; however, Town Attorney Cirullo advised the Council that this type of business could be regulated, but could not be prohibited since it was a First Amendment Rights issue. Attorney Cirullo added there were several studies done by other municipalities regarding this issue and the types of regulations that could be enacted.

Comments were made by Bill Louda, Jo Siciliano, Ken Johnson and Todd McLendon. Mr. McLendon stated this type of business and several other discrepancies were in the ULDC now and needed to be looked at. He had asked Town Planner Jim Fleishmann for this type of information, but had to pay \$2,200 for the information.

#### 3. Discussion and direction on support of County Infrastructure Surtax

The one cent surtax, which was supposed to have the sole purpose of use for infrastructure; however, the County Commission had put this on hold for now since Fire-Rescue and the

Cultural Council had attempted to obtain a portion. The cities would have gotten 40% of those revenues back into the Town.

Nina Corning commented she found this very conflicting. Between Avenir, Minto and GL Homes, they were estimating approximately 185,000 more trips on our roads; however, Minto had been given an exemption for being an Ag Enclave and GL Homes was asking for a 3.5D exemption. The fair share policy by the State was only for a percentage of the “additional” roads added, not the whole road. If a two lane road was widened to three lanes, they would only be responsible to give the cities 20% of the one additional lane. The residents/Town would have to pick up the difference.

**ADD:**

b. Mayor Dave Browning

1. Letter to State Legislatures for Support of Palm Beach State College

Mayor Browning stated he had received this letter from Palm Beach State College with their request that it be sent by the Town of Loxahatchee Groves to the Legislatures listed on the letter, supporting grant funding in the amount of \$9 million for the College construction project. Council consensus was in favor of sending the letter.

**12. CLOSING COMMENTS**

a. Public

Laura Danowski wanted to share some information on the trail system. The maps are filed and recorded, and the trail work is moving forward. Regarding 6<sup>th</sup> Court north, the next step was for the Town to file with the District the Perpetual Use Permit.

Phyllis Maniglia stated the Town needed to stop selective code enforcement and go after the seasonal travelers with violations. Also, regarding the selling of alcohol, the Town should look at lessening the hours for sales. Regarding A&G, this place was out of control. There were robberies in the surrounding areas and a no loitering law was needed.

Dennis Lipp wanted to let everyone know that the P&Z Board was meeting this Thursday and the one item on the agenda was the plaza, which was the location of the old Town Hall. The plan called for the removal of the old oak tree in order to build a 12,000 s.f. building.

Connie Bell stated she worked for Royal Palm Beach and knew there were resources already available for regulating adult entertainment businesses. Look to your neighbors.

Cletus Keaton requested that his clear cut complaint be addressed.

Bill Louda commented on Ms. Danowski’s announcement about the trail system maps being filed and recorded, with work moving forward. He believed this project was part of RETAG. Mr. Louda suggested the Town request a name change for the Palms West Plaza, since it was part of Loxahatchee Groves. Regarding the drainage fee, it should be for all roads, not just the alphabet ones.

Ken Johnson had two items. Regarding the Water Control District easements, he knew of a nursery that was using the easement to grow crops. He had meetings with the District, but the nursery was still using the easements for their business. He saw an employee from the Water Control District spraying the vegetation on D Road, west on Collecting Canal Road until C Road. Then he only sprayed on the north side of the canal to the bridge. Then he resumed spraying both sides again.

Diane Babington stated she and her husband were new property owners in Loxahatchee Groves, and had moved here because they did not like the Wellington type lifestyle. They had been very disappointed in the reception they have received. They are seasonal residents since her husband is a Grand Pre Rider from Ireland. They put up a barn on their property on Casey Road and were trying to clear out the underbrush and pepper plants that had taken over the land. They found that a neighbor, instead of talking to them, had filed a complaint with the DEP accusing them of destroying native trees. This same neighbor then tried to get she and her husband to come to the Council meeting about the roads. After meeting with the DEP, no violations were found. This was not the treatment they had anticipated when moving here. If someone has a problem, come talk to them.

Mark Jackson felt that all meetings with Town Staff should fall under the public meeting laws and should have audio and video recordings for everything.

John Ryan clarified that the District had built 30 miles of canals that feed into the C canal. They do not have an individual mandate from property owners and their swales to get their water into the canals. If from the West, there is a ditch and culvert into the canal. If from the East, there is a ditch and culvert under the road.

b. Town Attorney – no comments

c. Town Council Members

Council Member Rockett asked if the Council can change what was voted on at the last meeting. He was not present, but after reading the minutes, he did not believe the information presented to them was accurate. Town Attorney Cirullo responded that it would require a motion from the person who previously voted on the item; and then it would come back to the next meeting for reconsideration. Council Member Rockett stated he was referring to the PSG invoices given to Council for review. Manager Underwood stated that when copying the invoices, it appears some two sided copies only copied the first side. If Council Member Rockett would like to come into Town Hall tomorrow, they could go over all the invoices.

Council Member Liang thanked everyone for coming and commented that his birthday was in two days.

Vice Mayor Jarriel thanked everyone for coming and hoped they were safe going home.

Council Member Goltzené commented that just because he had not been vocal tonight on the Water Control District does not mean he doesn't have views, but would save them for a couple of weeks down the road. The OGEMed roads were a major problem. It was not bashing to expect the District to stand up for the roads they were so proud of and do it right. What the Town had been given was not a good job. They were District Roads, and then Town Roads, until

it comes to gas tax money. The District doesn't want to pave B Road. At the last District Meeting he was called a liar and he categorically denied ever lying.

**12. ADJOURNMENT**

Hearing no further business, a motion to adjourn the meeting was made at 10:12 PM.

\_\_\_\_\_  
Virginia Walton, Town Clerk

\_\_\_\_\_  
David Browning, Mayor

*These minutes were approved by the Town Council on Tuesday, \_\_\_\_\_, 2016.*

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
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Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

LOXAHATACHEE GROVES/TOWN OF  
155 F Road  
Loxahatchee Groves FL 33470

Page: 1  
02/23/2016  
ACCOUNT NO: 1574-0702400R  
STATEMENT NO: 8299

Attn: William F. Underwood, II - Town Manager

General Matters

HOURS

Date	Category	Description	Hours
01/27/2016	MDC	Review revised Town Manager agreement, review resolution for agreement. miscellaneous review of agenda items.	1.20
01/28/2016	MDC	Review materials for 2/2/16 meeting; telephone conference with BU re: C Road.	1.00
01/29/2016	MDC	Review agenda materials for 2/2/16 meeting; telephone conference with RW on B Road matter; provide comments to Town Clerk; miscellaneous telephone calls on road issues with WU, BU, Councilmen, review contracts.	2.70
02/01/2016	MDC	Review documents regarding roads; review materials for 2/2 meeting; review status of debris management agreements begin preparing Amendment.	1.50
02/02/2016	MDC	Miscellaneous telephone call with Council on agenda; miscellaneous telephone call with BU regarding road matters; review materials, prepare for and attend Council meeting.	6.80
02/03/2016	MDC	Review items from 2/2 meeting; miscellaneous telephone call with BU on road matters; begin preparing resolution regrading PSG.	1.30
02/04/2016	MDC	Review materials for PSG/Bergeron contract; review status of resolutions for bid, quasi judicial matters.	0.80
02/05/2016	SCW	Review case law and attorney general opinions to determine whether the Town may conduct its own traffic study on a county-maintained road. Telephonic conference with Mo Alturk, Engineering Manager with Palm Beach County regarding interlocal agreement with Palm Beach and the necessary steps in controlling Okeechobee Blvd. Meeting with Mike Circullo regarding Town's control of road.	2.50
	MDC	Prepare release agreement with PSG, revise termination agreement; meet with SW on Okeechobee issues; telephone conference with JF on planning matters; review B Road documents.	2.40
02/08/2016	MDC	Revise termination resolution, review emails on status of resolutions approved in December; review status of agenda items for 2/16 meeting, telephone conference with BU on agenda items.	0.60

General Matters

HOURS

02/09/2016	MDC	Review materials for 2/16 meeting, review Bergeron supplemental services proposal, review issue with supplemental road grading services; telephone conference with BU on PSG, revise documents; review and revise Bergeron renewal; revise PSG resolution.	2.00	
02/10/2016	MDC	Review status of PSG agreement; miscellaneous telephone calls on agenda items; review Bergeron proposal, prepare amendment to Bergeron agreement.	0.90	
02/11/2016	MDC	Prepare B Road easement form for Town Engineer review, review emails on agenda items, begin review of agenda backup for 2/16 meeting.	1.00	
02/12/2016	SCW	Review information online related to interlocal agreements between the county and state pertaining to roads.	1.10	
02/15/2016	SCW	Telephonic conference and correspondence with Maria Pisz with the Village of Wellington regarding interlocal agreement for the control of a road. Evaluate agreement received from Ms. Pisz.	0.30	
	MDC	Continue reviewing and revising B Road Drainage Easement; review correspondence re: C Road from engineer, telephone conference with Scott Bryson on C Road issues; telephone conference with JF on adult entertainment resolutions, review agenda materials for 2/16 meeting.	1.30	
02/16/2016	MDC	Review materials; miscellaneous telephone calls re: agenda items; prepare for and attend Council meeting.	4.50	
02/17/2016	MDC	Phone conference with BU, follow up on 2/16 meeting matters.	0.40	
02/18/2016	MDC	Phone conference with BU, RW, SB on road easements, forms; review status of PSG matter with BU.	1.20	
02/22/2016	MDC	Review emails on PSG, revise agreement per BU; telephone conference with BU.	0.70	
		FOR CURRENT SERVICES RENDERED	34.20	6,327.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	30.30	\$185.00	\$5,605.50
SHARI C. WALLEN	3.90	185.00	721.50

Photocopies	105.35
TOTAL EXPENSES THRU 02/22/2016	105.35
TOTAL CURRENT WORK	6,432.35
BALANCE DUE	<u>\$6,432.35</u>

GOREN, CHEROF, DOODY & EZROL, P.A.  
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TOWN OF LOXAHATCHEE GROVES  
155 F Road  
Loxahatchee Groves FL 33470

Page: 1  
02/23/2016  
ACCOUNT NO: 1574-1107595R  
STATEMENT NO: 8301

Attn: William F. Underwood, II - Town Manager

Annexation Matters

			HOURS	
02/09/2016	MDC	Review application for annexation, related materials; review County information on annexation.	0.50	
02/11/2016	MDC	Phone conference with JF on annexation forms, review process for voluntary annexation.	0.50	
		FOR CURRENT SERVICES RENDERED	1.00	<u>185.00</u>
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	MICHAEL D. CIRULLO		1.00	\$185.00
				<u>TOTAL</u>
				\$185.00
		TOTAL CURRENT WORK		185.00
		BALANCE DUE		<u>\$185.00</u>

(MDC)

# Town of Loxahatchee Groves, FLORIDA

## Town Council AGENDA ITEM REPORT

### AGENDA ITEM NO. 6a.

MEETING DATE: ~~02/16/2016~~ 03/01/2016

**PREPARED BY:** William F. Underwood, II, Town Manager  
**SUBJECT:** Contract closure with Professional Services Group, LLC

#### 1.BACKGROUND/HISTORY

**Problem Statement:** The Town Council requested the closure of the services contract with Professional Services Group, LLC (PSG).

**Problem Solution:** Execute the mutual termination agreement with PSG.

**Legislative Update:** At the 2/16/2016 Town Council meeting, Council asked staff to return to the vendor to negotiate a settlement beyond the \$6,000 offer provided to offset \$68,661.70 to \$62,661.70. Staff has continued to negotiate with the vendor and we report a further reduction in the amount of \$21,661.70. This offer brings the cost per speed humps markings down to about \$384 each which is nearly equal to or less than two other vendors have previously charged to perform this service. The proposed mutual termination agreement amount is down to \$47,000.

**Recommended Action:** Motion to adopt resolution and mutual termination agreement.

The Town entered into an agreement with PSG in December 2015 for road grading and other services.

#### 2.CURRENT ACTIVITY

The Town has used the firm to provide services through January 2016. Services have included installation of road and traffic signs, grading all town roads, providing emergency services for tree removal and implementing safety reflections on town roads.

Town Attorney and staff have prepared the mutual termination agreement for Town Council consideration.

#### 3.ATTACHMENTS

Resolution Terminating For Convenience  
Mutual Termination Agreement

#### 4.FINANCIAL IMPACT

Financial impact to the Town is sixty eight thousand six hundred and sixty one and 70/100 Dollars (\$68,661.70) for services rendered and is available in the Town fiscal year budget.

#### 5.RECOMMENDED ACTION

Motion to adopt resolution and mutual termination agreement.

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2016-09**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TERMINATING FOR CONVENIENCE THE TOWN'S AGREEMENT FOR THE GRAVEL ROAD GRADING AND OTHER ROAD SERVICES FOR TOWN ROADS WITH PROFESSIONAL SERVICES GROUP, LLC; APPROVING A TERMINATION AND MUTUAL RELEASE AGREEMENT BETWEEN THE TOWN AND PROFESSIONAL SERVICES GROUP, LLC; DIRECTING THE TOWN MANAGER TO PROVIDE A COPY OF THIS RESOLUTION AND NOTICE TO PROFESSIONAL SERVICES GROUP, LLC; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, on December 1, 2015, the Town Council approved Resolution 2015-38 awarding certain work to Professional Services Group, LLC (PSG) as Primary Contractor and other work as Secondary Contractor as set forth in the Resolution and the Agreement for the Gravel Road Grading and Other Road Services For Town Roads (“Agreement”) dated December 17, 2015; and,

**WHEREAS**, at the February 2, 2016, Town Council meeting, a representative of PSG, members of the Town Council and members of the public expressed concerns about continuing the Agreement; and,

**WHEREAS**, the Agreement between the Town and PSG provides the Town with the right to terminate the Agreement for convenience by adoption of a resolution; and,

**WHEREAS**, the Town and PSG have agreed to enter into a Termination and Mutual Release Agreement, attached hereto as Exhibit “A”; and,

**WHEREAS**, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to adopt this Resolution to terminate the Agreement with PSG for convenience and approve the Termination and Mutual Release Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby terminates the December 17, 2015, Agreement for the Gravel Road Grading and Other Road Services For Town Roads with Professional Services Group, LLC, for convenience, pursuant to Section 4.4 of the Agreement.

**Section 3.** The Termination and Mutual Release Agreement attached hereto as Exhibit "A" is hereby approved and the execution of the Agreement is hereby authorized.

**Section 4.** The Town Manager is directed to provide a certified copy of this Resolution to Professional Services Group, LLC.

**Section 5.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 7.** This Resolution shall become effective immediately upon its passage and adoption.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF MARCH, 2016.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

---

Mayor David Browning

Resolution No. 2016-09

ATTEST:

\_\_\_\_\_  
Virginia M. Walton, Town Clerk

\_\_\_\_\_  
Vice-Mayor Ron Jarriel

\_\_\_\_\_  
Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member Jim Rockett

## TERMINATION AND MUTUAL RELEASE AGREEMENT

This **TERMINATION AND MUTUAL RELEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between:

**TOWN OF LOXAHATCHEE GROVES**, a municipal corporation existing under the laws of the State of Florida, hereafter referred to as "TOWN,"

and

**PROFESSIONAL SERVICES GROUP**, a Florida Limited Liability Corporation, hereafter referred to as "PSG," (with the TOWN and PSG each referred to as a "Party" and collectively as the "Parties").

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement for the Gravel Road Grading and Other Road Services For Town Roads, dated December 17, 2015 (the "Agreement"); and,

**WHEREAS**, at the February 2, 2016, Town Council meeting, a representative of PSG, members of the Town Council and members of the public expressed concerns about continuing the contract; and,

**WHEREAS**, the Agreement between the Town and PSG provides the Town with the right to terminate the Agreement for convenience by adoption of a resolution; and,

**WHEREAS**, the Parties agree that it is in their best interests to enter into this Termination and Mutual Release Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments hereafter set forth, PSG and TOWN agree as follows:

### ARTICLE I - RECITALS

1.1. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

### ARTICLE 2 – TERMINATION

2.1 Pursuant to Section 4.4 of the Agreement, the Town may terminate the Agreement for convenience, as evidenced by the adoption of a resolution by the TOWN Council. In that event, the TOWN'S sole obligation to PSG shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by PSG up to the time of termination. Upon such termination, the TOWN may, without penalty or other obligation to PSG, utilize the services of the Secondary Contractor, or elect to contract with other entities or employ other persons to perform the same

or similar Services. The Parties have agreed in order to resolve this matter and avoid potential litigation that the payment due and owing to PSG is Forty Seven Thousand and no/100 Dollars (\$47,000.00).

2.2 Upon adoption of a Resolution evidencing the termination for convenience by the Town, the Agreement shall be deemed terminated, and the Town shall pay PSG as required by Section 4.4 of the Agreement on or before March 2, 2016.

### **ARTICLE 3 – MUTUAL RELEASE**

**MUTUAL RELEASE.** Other than with respect to the payment obligation contained in Article 2 herein, the parties do, as to one another, release each other from any and all claims, demands, and damages, whether arising out of law or equity, and whether previously asserted or unasserted, known or unknown, arising out of or relating to the Agreement dated December 17, 2015, between PSG (the First Party) and the TOWN (the Second Party), and the termination thereof. In consideration of the payment obligation described in Article 2 above, and the other covenants and conditions set forth herein, and upon receipt of the payment pursuant to Article 2 above, First Party hereby releases and forever discharges Second Party and all of its individual officers, directors, principals, employees, affiliates, and independent contractors, and elected and appointed officials, and all of their sureties and insurers and attorneys, and anyone claiming by, through or for any or all of them, of and from any and all claims or causes of action could have been raised, whether asserted or not asserted, whether latent or patent, or arising out of (i) the Work performed by the First Party and (ii) the Agreement dated December 17, 2015, between the First and Second Party, and the termination thereof. In consideration of the other covenants and conditions set forth herein, Second Party hereby releases and forever discharges First Party and all of its individual officers, directors, principals, employees, affiliates, and independent contractors, and all of its sureties and insurers and attorneys, and anyone claiming by, through or for any or all of them, of and from any and all claims or causes of action, which could have been raised, whether asserted or not asserted, whether latent or patent, or arising out of (i) the Work performed by the First Party and (ii) the Agreement dated December 17, 2015, between the First and Second Party, and the termination thereof.

### **ARTICLE 4 – MISCELLANEOUS**

**4.1 AGREEMENT COMPROMISES DISPUTED CLAIMS.** This Agreement is made and entered by the parties as a compromise of disputed claims between them. None of this Agreement, the payment provided by it, nor any document, or paper prepared and signed pursuant to the provisions of this Agreement shall constitute or be construed or asserted as an admission of liability on the part of any party. The parties expressly acknowledge and agree that all claims asserted or unasserted between them have been fully and amicably resolved.

**4.2 ENTIRE AGREEMENT:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this 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.

4.3 **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations here and that the preparation of this Agreement has been a joint effort. The language agreed to expresses their mutual intent and their resulting documents shall not, solely, as a matter of judicial construction, be construed more severely against one of the parties than the other.

4.4 **APPLICABLE LAW AND VENUE:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the 15<sup>th</sup> Judicial Circuit of Palm Beach County, Florida, and the venue site and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to trial by jury of any such litigation.

4.5 **MULTIPLE ORIGINALS:** This Agreement may be fully executed in multiple copies and counter parts by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

4.6 **LEGAL REPRESENTATION.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the Party preparing same shall not apply due to the joint contribution of both Parties.

4.7 **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.8 **HEADINGS.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

4.9 **ATTORNEYS' FEES.** In the event that either Party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorneys' fees and court costs in addition to any other remedy afforded by law.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement between TOWN and PSG on the respective dates under each signature: TOWN, signing by and through its Mayor, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2016, and PSG, signing by and through its \_\_\_\_\_, authorized to execute same.

Executed by **TOWN** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**TOWN OF LOXAHATCHEE GROVES,**  
a Florida Municipal Corporation

ATTEST:

By \_\_\_\_\_  
David Browning  
Mayor

\_\_\_\_\_  
Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

Executed by **PSG** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**PROFESSIONAL SERVICES GROUP,**  
a Florida Limited Liability Corporation

ATTEST:

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

# Town of Loxahatchee Groves, FLORIDA

## Town Council AGENDA ITEM REPORT

### AGENDA ITEM NO. 10a.

MEETING DATE: 03/01/2016

**PREPARED BY:** William F. Underwood, II, Town Manager  
**SUBJECT: First Amendment To Agreement For The Gravel Road Grading And Other Road Services For Town Roads**

#### 1. BACKGROUND/HISTORY

**Problem Statement:** The Town requires additional road grading and other services beyond the current contract with Bergeron Land Development, Inc. (Bergeron)

**Problem Solution:** Amend the existing contract to provide additional services or alternate service delivery with Bergeron.

The Town Council entered into an agreement for the gravel road grading and other road services for town roads dated December 29, 2015. The Town entered into two contracts with a primary and secondary service provider identified. The contracts were completed before the end of the calendar year with Bergeron being the last completed.

#### 2. CURRENT ACTIVITY

Based on Council action earlier this meeting to mutually agree to terminate service with one of the providers, the Town will have one remaining contractor, Bergeron. In this event, Bergeron will be the Town's single or sole source for the enumerated services in the contract with Bergeron.

Staff is looking for flexibility to instruct Bergeron regarding specific activities, such as additional road grading, Town provided different road material than what is called for in the contract, an alternate method that can save Town funds by using either a per hour charge with a not-to-exceed, or lineal foot for tree trimming, along with other items as identified in the exhibit to the amendment agreement.

Staff has reviewed Town Ordinance 2008-09(C) (2) (c) – “Town standard, single-source and sole-source commodities and services, are exempt from this section of the code.” Based on the fact the Town only has one source for this service (single-source) under contract and the desire to meet the needs of the community, modifying the existing agreement can be considered in compliance with the Town procurement code.

#### 3. ATTACHMENTS

First Amendment to the Agreement

#### 4. FINANCIAL IMPACT

Financial impact will not exceed appropriate and approved funding.

#### 5. RECOMMENDED ACTION

Motion to authorize the Mayor to execute an amendment agreement for additional services.

**FIRST AMENDMENT TO AGREEMENT FOR THE GRAVEL ROAD  
GRADING AND OTHER ROAD SERVICES FOR TOWN ROADS**

This **FIRST AMENDMENT TO AGREEMENT FOR THE GRAVEL ROAD GRADING AND OTHER ROAD SERVICES FOR TOWN ROADS** (“First Amendment to Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), by and between:

**TOWN OF LOXAHATCHEE GROVES**, a municipal corporation existing under the laws of the State of Florida, hereafter referred to as “TOWN,”

and

**BERGERON LAND DEVELOPMENT, INC.**, a Florida For-Profit Corporation, hereafter referred to as “BERGERON,” (with the TOWN and BERGERON each referred to as a “Party” and collectively as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties have entered into an Agreement For The Gravel Road Grading And Other Road Services For Town Roads, dated December 29, 2015 (“Road Services Agreement”); and,

**WHEREAS**, the Parties desire to amend the Road Services Agreement to provide for Supplemental Services and agreed upon Unit Pricing, both as described in Exhibit “A,” attached hereto and incorporated herein; and,

**WHEREAS**, the TOWN Council and BERGERON have determined that this First Amendment to Agreement for the Gravel Road Grading And Other Road Services For Town Roads is in the best interest of the health, safety, and welfare of the residents within the TOWN.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments hereafter set forth, BERGERON and TOWN agree as follows:

The foregoing recitations are true and correct and are hereby incorporated herein by reference.

- 1.1. Attached hereto and incorporated herein is Exhibit “A”, for Supplemental Services and Unit Prices for such services, effective February 1, 2016, which the Parties desire that BERGERON be authorized to provide for the Town on an as-needed, when requested by the Town, basis.
- 1.2. All terms and conditions of the December 29, 2015, Road Services Agreement, except as modified herein, shall apply to this Amendment To Agreement For The Gravel Road Grading And Other Road Services For Town Roads and are incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this First Amendment To Agreement For The Gravel Road Grading And Other Road Services For Town Roads between TOWN and BERGERON on the respective dates under each signature: TOWN, signing by and through its Mayor, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2016, and BERGERON, signing by and through its \_\_\_\_\_, authorized to execute same.

Executed by **TOWN** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**TOWN OF LOXAHATCHEE GROVES,**  
a Florida Municipal Corporation

ATTEST:

By \_\_\_\_\_  
David Browning  
Mayor

\_\_\_\_\_  
Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

Executed by **BERGERON** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**BERGERON LAND DEVELOPMENT, INC.,**  
a Florida For-Profit Corporation

ATTEST:

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

**EXHIBIT “A”**

**SUPPLEMENTAL SERVICES AND UNIT PRICING**

**Road Grading\***

ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
10100	Hourly Grader	1.00	HR		144.50
10200	Hourly Roller	1.00	HR		90.50
10300	Hourly Water Truck	1.00	HR		56.50
10400	Hourly Management	1.00	HR		43.50

**Alternate Tree Trimming Service Plan\*\***

ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
10100	Hourly Rubber-Tired Excavator w/Operator	1.00	HR		253.00
10200	Hourly Rubber Tracked Skid Steer w/ Operator	1.00	HR		49.40
10300	Hourly 50 CY Grapple Truck w/ Driver	1.00	HR		145.00
10400	Hourly 50'-60' Bucket Truck w/ Operator	1.00	HR		150.00
10500	4 Labors with Small Tools	1.00	HR		102.00
10600	Hourly Management	1.00	HR		116.00

\* The Hourly Rates for Road Grading shall apply to as-needed, upon request road grading services in addition to the Monthly Road Grading and Watering Services in Phase I on page BF-2.

\*\*BERGERON has agreed to an Alternate Tree Trimming Service Plan Hourly Rate schedule as an alternative to the unit pricing for Tree Trimming, Tree Debris Removal or Mulching services of \$1.65 per lineal foot on page BF-3 and Mowing services of \$320.00 per acre on page BF-4. The Town will be charged the lesser of the two alternative charges for Mowing Services pursuant to work authorizations provided by the Town Manager.

\*\*\*If the Town provides the materials for the road works, BERGERON shall be paid \$10.55 per ton to spread the materials provided by the Town in lieu of the \$24.60 per ton for “Rock Material, Including Spreading” in Phase I No. 3 on page BF-2.

# Town of Loxahatchee Groves, FLORIDA

## Town Council AGENDA ITEM REPORT

### AGENDA Item NO. 10b.

MEETING DATE: 03/1/2016

**PREPARED BY:** William F. Underwood, II, Town Manager  
**SUBJECT:** Award of Bid for Disaster Debris Monitoring Services to Witt O'Brien's LLC

#### **1. BACKGROUND/HISTORY**

**Problem Statement:** The Town requires a disaster debris monitoring vendor in the event of a hurricane or other catastrophe.

**Problem Solution:** Award bid to the most responsive and responsible bidder to RFP 2016-02.

The contract for this service expired in late 2015 and did not have renewal periods remaining. Staff prepared an RFP for these services and published it on January 22, 2016.

#### **2. CURRENT ACTIVITY**

The Town received proposals not later than 2:00 P. M. on February 10, 2016. Only one proposer was received within the specified time. The respondent is Witt O'Brien's LLC which is the firm previously awarded the contract for this service.

#### **3. ATTACHMENTS**

Response from Witt O'Brien, LLC

#### **4. FINANCIAL IMPACT**

Financial impact to the Town is unknown at the present time due to the nature of this agreement no cost is incurred until an emergency is declared.

#### **5. RECOMMENDED ACTION**

Motion to award the bid to Witt O'Brien, LLC and authorize the Town Attorney to draft a contract for Witt O'Brien's LLC and Town Council consideration

# WITT | O'BRIEN'S

February 10, 2016

Virginia M Walton, Town Clerk  
The Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, Florida 33470

## Re: The Town of Loxahatchee Groves RFQ # 2016-002 – Disaster Debris Monitoring Services

Dear Ms. Walton,

**Witt O'Brien's, LLC (WOB)** is pleased to present the enclosed proposal to provide disaster debris monitoring services to the Town of Loxahatchee Groves. Our extensive debris monitoring experience and deep understanding of FEMA and FHWA programs allows us to offer unparalleled levels of technical assistance with all disaster preparedness, response and recovery challenges – particularly those associated with debris removal.

Witt O'Brien's has substantial experience providing debris monitoring and federal recovery program management services on large and complex projects throughout the US. We are highly qualified to provide professional disaster debris monitoring services for many reasons, among them:

- **Rapid Response Guarantee:** With a permanent office in Florida staffed with experienced and trained disaster recovery and debris management professionals, and equipped with rapid response Mobile Command Posts, we can assure the Town that our project management team will be on-site, operational and ready to begin damage assessments, Emergency Operations Center support and initial debris clearance monitoring functions within 24 hours of notification, or for an anticipated event, up to 24 hours before a disaster strikes.
- **Proven Success and Ability:** Our staff has worked on large projects for major disasters, including Hurricanes Katrina, Rita, Gustav, Ike and Sandy. We monitored and documented the removal of more than 33 million cubic yards of all types of disaster debris and understand the magnitude of damage caused by such events.
- **Expertise in Federal Funding Programs:** Few companies can cite our experience with FEMA and FHWA disaster recovery funding programs. As the primary disaster recovery and federal grants management consultant to both the Florida Division of Emergency Management and the Florida Department of Transportation, we assisted more than 1,000 disaster-affected communities with their federal grants and provided the State of Florida with a team of debris

### *Our experienced professionals offer several advantages:*

- **Commitment**
- **Reliability**
- **Immediate Response**
- **Exceptional Customer Service**
- **Local Economy Boost; support of Veterans; commitment to identify and use qualified business suppliers of goods and services from around the area**
- **Automated Debris Management System (ADMS) - Computerized Debris Management System technology Witt O'Brien's proprietary **DebrisPro™****

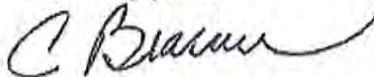
management experts. Our permanent staff of professional consultants has extensive experience with the complexities and nuances of federal funding guidelines, requirements and eligibility rules and has prepared hundreds of FEMA claims with the goal of maximizing reimbursements to disaster affected communities. We have also provided training and planning services to many large state agencies and local government entities.

- **Innovative Approach:** Our extensive experience allows us to offer many innovative and creative services designed to expedite debris removal, mitigate safety concerns, track and report damages, respond to local citizen concerns, maintain strict project quality control and maximize federal reimbursements through full compliance with federal contracting, documentation, environmental and operational requirements.
- **Commitment to Quality and Integrity:** We believe that the best way to ensure that our clients receive consistently high levels of service is to cultivate within our firm a dedication to the pursuit of excellence, accountability and integrity and we remain constantly vigilant for opportunities to improve performance. Our refined debris monitoring Quality Control and Assurance Program is designed to guarantee project success and client satisfaction.
- **Local Hiring Program:** Because we understand that disasters also impose economic hardships on communities, Witt O'Brien's is committed to hiring as many local personnel as possible on our projects, to both minimize travel expenses and to spread employment opportunities locally. We are also dedicated to diversity and minority opportunity - within our company as well as on temporary projects.

We are fully prepared to provide the services which Loxahatchee Groves is seeking and we look forward to further discussing the Town's disaster management and debris monitoring needs and tailoring a project approach that conforms completely to its specific requirements and expectations.

I am authorized to bind the firm contractually and will serve as the contact for technical clarifications regarding our proposal and any subsequent contract negotiations. You may contact me, Chuck Brannon, Vice President of Debris Services, 850-376-2375 / [cbrannon@wittobriens.com](mailto:cbrannon@wittobriens.com) with any questions you may have about our proposal.

Sincerely yours,



Chuck Brannon, Vice President of Debris Services  
Witt O'Brien's, LLC

## Table of Contents

Table of Contents .....	3
Executive Summary .....	4
ABOUT WITT O'BRIEN'S .....	4
EXPERTISE IN FEDERAL FUNDING PROGRAMS, FEMA, FHWA, HUD AND NRCS .....	5
BRINGING YOU HIGHLY CAPABLE PROJECT MANAGEMENT SERVICES .....	5
EXPERIENCE WITH PUBLIC ASSISTANCE .....	5
Qualifications and Experience .....	6
FINANCIAL RESOURCES AND CAPABILITIES .....	6
MONITORING SERVICES FOR TDSR & RDDS SITE(S) .....	6
FEDERAL FUNDING PROGRAM EXPERIENCE .....	9
FHWA/FEMA COST SEPARATION .....	9
PROJECT EXPERIENCE WITH FEDERAL, STATE, AND LOCAL AGENCY PROGRAMS AND FUNDING .....	10
PERMITTING/REGULATORY ISSUES .....	11
DATA MANAGEMENT AND TRACKING TOOLS AND RESOURCES .....	11
RECORDKEEPING & REPORTING .....	13
EMPLOYMENT OF LOCAL CONTRACTORS .....	14
ADDITIONAL CAPABILITIES .....	16
Operational Plan for the Town of Loxahatchee Groves .....	20
APPROACH .....	20
TIME REQUIRED TO MOBILIZE TEAM .....	23
FIELD DEBRIS MONITORING SERVICES .....	25
TRAINING PROGRAM & QUALIFICATIONS OF FIELD STAFF .....	27
Resources and Availability .....	28
PROPOSED KEY STAFF .....	29
Past Performance .....	35
COMPLETED DEBRIS MONITORING PROJECTS (2011 - 2015) .....	36
Price Proposal – 10 points .....	44
REASONABLENESS OF PROPOSED PRICE .....	44
REQUIRED POSITIONS .....	45
OTHER REQUIRED POSITION(S) .....	45

## Executive Summary

### About Witt O'Brien's

Witt O'Brien's is a global leader in disaster preparedness, mitigation, crisis management, and disaster response and recovery with the depth of experience and capability to provide services across the crisis and disaster life cycle. The company was formed through the joining of the nation's top preparedness, crisis management and disaster response and recovery organizations: Witt Associates, established in 2001, and O'Brien's Response Management, established in 1983. **Our combined leadership and staff have led the response and recovery efforts of the most historic disasters and incidents over the past 30 years.**

Nearly half the states in the US, as well as local jurisdictions significantly impacted by disasters, have placed their trust in Witt O'Brien's to design, staff, and implement long-term recovery planning and coordination efforts—across the crisis and disaster life cycle.

Witt O'Brien's has distinctively mobilized policy architects and technical experts in public safety with leaders from all levels of government and the private sector to forge solutions to emergency management challenges.

Nationwide, Witt O'Brien's has approximately 250 full-time employees, and we devote an entire division to providing disaster recovery services to clients. Our personnel are among the best trained and most experienced in the industry. We also have immediate access to several hundred seasoned emergency responders and top subject matter experts in multiple emergency management fields, should the need arise.

Witt O'Brien's has decades of experience in emergency management planning and program development, and all aspects and phases of emergency management. Our depth of qualifications and experience demonstrate our capability to support the Town of Loxahatchee Groves under this contract.

We have monitored and documented the removal of more than 33 million cubic yards of all types of disaster debris. We understand the magnitude of damage caused by such events, and since 2001, our

***We have monitored and documented the removal of more than 33 million cubic yards of all types of disaster debris.***

**Years of debris monitoring experience**

More than 14 years

**Combined leadership and staff experience**

More than 30 years

**Witt O'Brien's regional office in Fort Lauderdale** will drive any recovery effort for the County; it is only a two-hour drive from Arcadia

**Corporate headquarters**

Washington, DC 20005

**Number of employees**

250 full-time staff

public assistance experts have helped manage and implement nearly \$17 billion in public assistance funding.

Our proposed team, led by **Project Manager Kevan Parker**, has more than 30 years of relevant disaster experience through supporting governmental and private sector disaster organizations, including FEMA, state, county governments, and major private entities.

## Expertise in Federal Funding Programs, FEMA, FHWA, HUD and NRCS

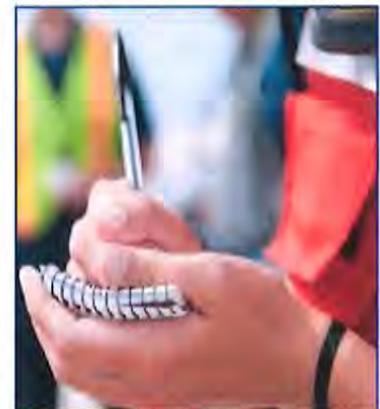
Our project management model allows us to cultivate a core team of disaster management and debris specialists with a superior working knowledge of eligibility guidelines for the FEMA, FHWA, HUD and NRCS funding programs. Our teams with help ensure the Town receives the highest level of reimbursements for debris removal expenditures.

## Bringing You Highly Capable Project Management Services

Our project management approach is based on completion of many complex and challenging debris monitoring projects. We can mobilize rapidly, adjust to fluid circumstances, seamlessly implement our field tested and proven operating procedures, and provide successful debris monitoring services. Our project management services are designed for quick response to maintain the highest level of customer service and accountability, yet allow us to be flexible and scalable and adapt to ever-changing project requirements.

## Experience with Public Assistance

We are fully prepared to offer expert public assistance with FEMA and other federal grant program claims—beyond those associated with the debris project. We can provide experienced FEMA and FHWA program consultants to assist with the management and administration of all disaster mitigation, planning, response and recovery needs. We work with you from the beginning of the response and recovery process to accurately capture and scope all eligible costs and work, through final inspection, closeout and financial audit. If declared by FEMA as a part of this project, additional categories may be covered for the County as well.



## Qualifications and Experience

Witt O'Brien's has responded to 20+ different major disasters in the United States in the past 11 years. We have historically assisted clients with disaster recovery challenges and we have successfully completed many large and complex debris removal and disposal monitoring projects. We have worked with city, county and state governments and private organizations in 11 states on debris monitoring, removal, and management and pre-event planning projects, many of which involved more than one million cubic yards of debris.

Our results-based accomplishments and demonstrated successes consistently receive accolades from our clients, attesting to the professional manner with which we implemented improved practices, decreased unnecessary work, and facilitated accurate, safe and FEMA-compliant debris management projects.

## Financial Resources and Capabilities

With zero debt, strong cash flow, and a record of accomplishment of true partnership between the company and its clients, Witt O'Brien's is financially stable. Witt O'Brien's is a 100% wholly owned subsidiary of SEACOR Holdings, a \$1billion+ publicly traded company on the New York Stock Exchange under the symbol CKH. SEACOR, which had more than \$400mm of cash as of June 30, 2015, and its subsidiaries are global providers of risk management, marine transportation equipment, and logistics services. For more information, please review SEACOR Holdings' audited financial statements online here: <http://ir.stockpr.com/seacorholdings/overview>. As a SEACOR subsidiary, we have stability and resources that surpass most of our peers, and we continue to operate as a standalone entity focused on client service.

## Monitoring Services for TDSR & RDDS Site(s)

Witt O'Brien's would assist with pre-event selection of temporary debris management sites (DMS) suitable to handle the quantities and types of debris forecasted during the planning session and would advise the Town on obtaining all necessary environmental or other permits, in coordination with local and state environmental agencies. Our team will review potential sites, consult on site selection criteria and issues, assist with the acquisition of all necessary environmental and other state, federal or local permits, make site visits to photograph potential locations, and produce a summary report with recommendations.

## ROW, ROE, PPDR and Demolition Program Support

Witt O'Brien's has monitored and documented the removal of more than 33 million cubic yards of all types of disaster debris, including right of way (ROW), right of entry (ROE), and private property debris removal (PPDR). When destruction is widespread and FEMA renders permission, we will assist the Town in taking the initiative to enter private property after signed ROE agreements have been executed. We have extensive experience in implementing, managing and monitoring ROE

programs and we would assist the Town in identifying private properties, which may be eligible for debris removal, work with FEMA to ensure that local ordinances and proper procedures are followed and secure ROE agreements from local residents. If demolition of private or public structures is warranted, Witt O'Brien's would also guide the Town in the proper implementation, documentation and monitoring of that program.

## Health and Safety Program

One of our primary responsibilities is to remain vigilant for ways to avoid accidents and enhance safety. The company takes safety seriously and works with clients and removal contractors on ways to ensure that all debris removal and monitoring operations are conducted in the safest manner possible. Supervisory and monitoring staff would be trained in internal safety guidelines for monitoring projects. Safety guidelines include daily safety inspections at temporary debris sites to ensure that fire suppression equipment, first aid kits, eye flush materials and other safety equipment is on hand; that the contractors are operating in safe manner; and that OSHA safety guidelines posters are prominently displayed. Supervisors carry first aid kits in the field and stress safety issues, and monitors are required to call supervisors in the event of safety program violations.

All monitoring personnel are required to wear hard hats, steel-toed boots, safety vests; and eye protection (at DMS) and are required to remain a safe distance from loading equipment and activities. Trucks are inspected before leaving the loading sites to ensure that debris is properly loaded and is not protruding or hanging out of the truck in a dangerous manner. We would document and report any serious unsafe activities or conditions witnessed in the field and halt debris operations until corrective measures are taken.

## Quality Assurance | Quality Control

We are committed to customer service and project success. At the core of its debris monitoring project management approach is a tested system for ensuring that staff are performing at optimal levels and meeting the company's high standards. The accurate completion of load tickets is perhaps the most important element of the quality control program. Supervisors are trained to focus sharply on ticket completeness and accuracy from the first day of the program, by spot-checking tickets in the field, reviewing them at the inspection towers, and debriefing monitors at the end of the day to assess their performance and identify any issues. Tower monitors and data entry staff also remain vigilant to load ticket errors or omissions and quickly report them to field supervisors, who in turn contact monitors and take corrective measures.

Other performance parameters are also diligently monitored throughout the project to assure quality, such as the work of data entry staff, field monitors, and supervisors. Periodically, our project analyst would also perform internal project inspections on documentation and data management functions to ensure full compliance with company standards, the Town's requirements, and federal reimbursement guidelines, in order to intercept and swiftly correct any potential deficiencies. Project and operations managers focus on the quality and integrity of these project elements to ensure that compliance, performance, and customer service goals are met.

## **Problem Resolution and Continuous Improvement**

We have a reputation and proven record for out-of-the-box thinking, the use of program flexibility and precedent, and the development of collaborative solutions for clients to resolve problems. For every client engagement, we focus on the need to find better ways in which to operate and solve problems. A significant element of success in this area is the commitment of both managers and line staff in continual process improvement. We foster a communicative atmosphere among its deployed personnel, regularly holding meetings, conference calls, and other engagements to allow the assembled team to discuss issues they face in the field, and brainstorm on ways in which to address them that will result in more efficient and effective project delivery.

## **Data Management and Reporting**

We will produce, manage and organize all project documents, and enter data from the load tickets into **DebrisPro™** as required. We make it a priority to manage load tickets correctly, and produce accurate electronic database files of all pertinent information on the load ticket, which we use to reconcile records against those of the debris removal contractor and to certify approval of the removal contractor's invoices.

## **Final Disposal Confirmation and Documentation**

We will assist in confirming that all eligible storm debris is disposed of in a manner and at a site that conforms to state, federal, and local regulatory guidelines. Monitors inspect loads of reduced debris leaving the temporary DMS, issue a load ticket to each truck, and maintain a log of ticket numbers and volumes. If requested, monitors are positioned at the final disposal landfill or other designated sites to record tare weights and document disposal costs. If final disposal sites other than established landfills were to be used, we would confirm that all of the required documentation and environmental permits are in place and that state, federal, and local authorizations are secured. We would also coordinate with FEMA, state, and local environmental agencies to ensure the integrity and regulatory compliance of all final disposal activity.

## **Invoice Reconciliation and Final Payment Approval**

We will reconcile each of the debris removal contractors' invoices and backup documentation with its independently maintained database of debris quantities and project costs. First, we will ensure that all costs presented on the invoices conform to the removal contract's scope of work, unit prices, performance parameters, and timelines. Then, invoice backup documentation is audited and inspected to assure that it reconciles with the database for the specified timeframe and work.

Any discrepancies are brought to the attention of the Town immediately, in the form of an invoice discrepancy report. We will coordinate with the contractor to resolve any discrepancies or disputes and, upon resolution, provide the Town with a final reconciliation and payment approval report/letter, highlighting the target date for payment and any retainer or other fees that may be outstanding. Included with this payment approval report is a complete load ticket summary from the database to support the invoice amount, as well as details of any adjustments or corrections made.

## After-Action Reporting

We will produce a final “After-Action Report” within 30 days of the completion of debris removal operations (including closure and remediation of the temporary debris management sites). This report will be a comprehensive “lessons learned” overview of the debris project from start-up to site closures and will detail major elements of the project, highlight successes and issues encountered, quantify the final amount of debris by type, assess response and recovery performance, and make recommendations for future events and debris management planning efforts. This report will serve as the basis for subsequent coordination and planning meetings.

## RFP/RFQ Development Assistance

If needed, we can assist the Town with the development of a Request for Proposals/ Qualifications for emergency debris removal firms, and assist the Town with the evaluation of any proposals received.

## Federal Funding Program Experience

Witt O'Brien's has developed a sound project management model and cultivated a core team of disaster management and debris specialists with a superior working knowledge of eligibility guidelines for FEMA, FHWA, HUD, and NRCS funding programs. This ensures the highest level of reimbursements to clients for debris removal expenditures. We have provided professional disaster debris monitoring services to many cities, towns, counties and state agencies on projects necessitating the total removal of more than 33 million cubic yards of disaster-related debris.

Our comprehensive and industry-leading disaster recovery services are designed and implemented with these clear objectives:

- FEMA, FHWA, NRCS and HUD program compliance assurance
- Environmental, historical and archeological regulation compliance
- Maximizing federal disaster recovery cost reimbursements through proper documentation of project costs
- Expediting debris removal and eliminating public health and safety risks
- Expediting the economic recovery of disaster-affected communities
- Delivering consistently high levels of customer service and project quality assurance

## FHWA/FEMA Cost Separation

Until the issuance of a FEMA declaration for eligible debris removal cost reimbursement, it is imperative from the beginning of the debris project to track and document costs accurately and separately, in particular for the FHWA Emergency Relief (ER) Program. During pre-event planning meetings, Witt O'Brien's will work with the Town to review FHWA debris removal guidelines and identify roadway sections within the affected jurisdiction that are designated as part of the Federal Aid System. Monitors would be supplied with maps, which clearly delineate Federal Aid System roads and would track first pass debris clearance and removal costs from these roads carefully. We

would provide a summary and backup documentation of FHWA-eligible costs, sufficient to support Emergency Relief Program debris removal claims. Understanding that the FHWA Map 21 regulation changes have altered the landscape for potential debris removal reimbursement, we want to ensure conformance with both funding programs, no matter which situation may apply.

## **Ineligible Debris Notification**

We will also implement a program to identify and document debris, which is not eligible for removal funding from FEMA or FHWA. Monitors and field supervisors trained in FEMA eligibility guidelines will document, photograph, map, and mark ineligible debris, providing detailed reasoning for its ineligibility, and may place 'door hanger' notification at residences to explain why the debris was not collected by the removal contractors and what they can do to have it removed. Roving monitors would also be deployed to support this program and would consult with FEMA field staff regularly on matters of debris eligibility on behalf of the Town.

## **Project Experience with Federal, State, and Local Agency Programs and Funding**

Since the company's inception, we have continually advocated for our clients at every stage of the grant funding process, including when that funding was challenged or at risk or did not encompass the maximum scope and funding allowable under the grant program. Several of our founding members were the architects of the FEMA policies in place today and are personally familiar with the process and intent of those policies. We have successfully advocated for many clients where challenges to their funding were ultimately dropped, funding returned and/or funding increased through our efforts including but not limited to:

- School Board of Broward County, FL – Hurricanes Katrina (DR-1602) and Wilma (DR-1609)
- County of Miami, FL – Hurricanes Katrina (DR-1602) and Wilma (DR-1609)
- County of Houston, TX – Hurricane Ike (DR-1791)
- County of Galveston, TX – Hurricane Ike (DR-1791)
- University of Texas Medical Branch, TX – Hurricane Ike (DR-1791)
- Lake Delhi recreational Assoc., IA – Iowa Severe Storms, Tornados, and Flooding (DR-1763)
- Cedar Rapids, IA – Severe Storms, Tornados, and Flooding (DR-1763)
- State of Indiana – Severe Storms and Flooding (DR 1766 and DR 1795 )
- State of New Jersey – Hurricane Sandy (DR-4086 )
- State of Louisiana – Hurricanes Katrina (DR-1603), Rita (DR-1607), Gustav (DR-1786), and Ike (DR-1792)

Our team will coordinate with federal, state, and local emergency agencies and we will be at all meetings to represent the Town. Throughout the lifecycle of the disaster recovery period, we will be prepared to directly engage with FEMA, FHWA, NRCS, and any other federal, state, or local emergency agencies in order to:

- Minimize confusion and miscommunication
- Provide required and requested documentation

- Explain the Town's intent and project status
- Solve problems that may arise

Our experts will work with the Town to establish a regular meeting schedule with our federal, state, and local counterparts so that we can discuss issues, share ideas, and identify priorities for the immediate future. For each meeting, we will help prepare your officials with any and all necessary background information and materials, discuss strategy, and provide support.

When issues or differences in opinions arise between the emergency agencies and Witt O'Brien's, our experts will bring the issues to the attention of the Town, and where appropriate, meet with agency representatives to discuss concerns and options for resolution. In this capacity, our team will draw upon its understanding of federal and state programs to argue the case on behalf of the Town. We will also work to generate reasonable methodologies to allow the disaster management and recovery project to proceed.

## Permitting/Regulatory Issues

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Witt O'Brien's would assist with pre-event selection of temporary debris management sites (DMS) suitable to handle the quantities and types of debris forecasted during the planning session and would advise the Town on obtaining all necessary environmental or other permits, in coordination with Florida Department of Environmental Protection and other local and state environmental agencies. Our team will review potential sites, consult on site selection criteria and issues, assist with the acquisition of all necessary environmental and other state, federal or local permits, make site visits to photograph potential locations, and produce a summary report with recommendations.

## Data Management and Tracking Tools and Resources

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### Advanced Technology Solutions

We provide emergency management technology solutions to you improve your capabilities—both before and after disasters and emergencies. Our **proprietary** business enterprise solutions include **ePlanPro®**; **CommandPro®**; **CrisisPro™**; **PIERPro™**; **RecoveryPro™**; **DebrisPro™**.



### Computerized Debris Management System | Automated Debris Management System (ADMS)

Witt O'Brien's debris management solution, **DebrisPro™**, is a securely hosted, multi-device-supported, web-enabled system that integrates best-of-breed technology, tools, server infrastructure, handheld devices, and a web portal to simplify the basic tasks of managing debris monitoring and removal, contracts management, and office operations. **DebrisPro™** provides a distributed as well as a central database-driven platform to create rosters, manage contracts and contractors, create load tickets, and deliver business results in a timely, productive, and customizable manner.

**DebrisPro™** effectively captures field operations and synchronizes information to the central server over the internet. This allows leadership teams to view reports, charts, and summaries relevant to their level of authority through a web portal. The system automates the tracking, documentation, and quantification of disaster debris. The electronic “ticketless” system collects data in the field using smartphone or tablet devices that monitor use to capture data on each debris load. **DebrisPro™** allows automatic integration of GPS and GIS data and streamlines the documentation and data collection process.

We can warrant that the database of debris volumes, types, locations, and removal costs is sound, secure and accurate, and will allow the Town and FEMA to easily review, validate, and audit the project. We currently have more than 150 electronic devices on hand, with enough portable printers to equip the field staff for this project. Additional devices and printers can also be acquired quickly, if needed, to meet any additional operational demands that might arise.



Witt O'Brien's debris monitor using an ADMS tablet with 4G and Wi-Fi data connectivity

The electronic debris management system is designed to automate and streamline the tracking and documentation of all elements of debris removal work and costs, including for these operational and programmatic elements:

- Truck certifications
- Removal of hazardous stumps, leaning trees, and hanging limbs
- Right of Way debris removal
- Canal and waterway debris removal
- Federal aid roadway debris collection for FHWA reimbursements
- Monitor hour and activity tracking
- Debris haul-out and disposal
- Private property debris removal



Our ADMS devices currently include tablets with 4G and Wi-Fi data connectivity. To provide for maximum scalability we can use nearly any Android or iOS device.

**DebrisPro™** automatically loads all field data into a secure, web-based data management program and allows real-time reports to be generated on any set of metrics for the debris projects. Authorized client personnel can access their data using secure web portals and generate their own reports, while all data is stored on multiple redundant servers to ensure safety and security.

The electronic debris management system was developed to conform to US Army Corps of Engineers technical specifications and FEMA documentation requirements, and it meets or exceeds all of the detailed specifications found in the USACE electronic debris management system requirements.

## Witt O'Brien's DebrisPro™ Ticket Loading Workflow



## Recordkeeping & Reporting

### Documentation Necessary for Project Work Sheets

#### Project Worksheet and other pertinent report preparation

Documentation of project costs maintained by Witt O'Brien's would meet or exceed federal and state agency requirements, to ensure that all FEMA, FHWA, NRCS and other disaster response and recovery claims are properly documented and able to withstand close scrutiny during the final inspection and closeout process. We will prepare Category A (debris removal and monitoring), Category B (debris clearance) FEMA Project Worksheets, FHWA Detailed Damage Inspection Reports, and other applicable reports.

#### Final report and appeal preparation and assistance

Witt O'Brien's will assist in confirming that all eligible storm debris is disposed of in a manner and at a site which conforms to federal, state and local regulatory guidelines. Our monitors inspect loads of reduced debris leaving the DMS, issue a load ticket to each truck, and maintain a log of ticket numbers and volumes. If requested, we also position monitors at the final disposal landfill or other designated sites to record tare weights and document disposal costs. If final disposal sites other than established landfills were to be used, we would confirm that all of the required documentation and environmental permits are in place and that federal, state and local authorizations are secured. We will also coordinate with applicable environmental agencies to ensure the integrity and regulatory compliance of all final disposal activity.

At the conclusion of the project, Witt O'Brien's would provide all documentation of debris clearance, removal, management, reduction, disposal and monitoring costs, sufficient to fully and accurately support federal grant program claims. We will maintain adequate records to justify all charges, expenses, costs incurred in estimating, performing the work for a minimum of three (3)

years after completion of the contract or as consistent with local, state and federal regulations, and the Town will have access to all records, documents, and information collected and/or maintained.

If appeals to decisions were necessary, we would also assist in drafting the appeals. We will use a team approach to leverage the broadest set of expertise possible. Our team will gather all of the relevant information for the appeal and craft arguments that can enhance the likelihood of achieving positive results.

### **FEMA Reimbursement Success Rate and Response Times**

The value of Witt O'Brien's services is more than theoretical; our firm has been credited with helping to resolve highly complex problems and securing many billions of dollars' worth of assistance for our clients that they may not have otherwise received. Our reimbursement success rate is among the best in the industry with respect to eligible work that is performed and submitted by or on behalf of the clients that we assist with both debris monitoring and grants management.

We employ insightful subject matter experts who not only know the written law and regulations, but also know the best application of past precedent and nuances to maximize financial reimbursements during disaster recovery. Our team has direct, hands-on experience applying recovery grant programs and working extensively to resolve program issues on behalf of clients. We understand the ways FEMA programs have evolved since they were first developed. We understand how FEMA's ten regional offices each apply the programs differently. We know when FEMA regional offices have created precedent by funding project worksheets not clearly addressed in the regulations. We use that first-hand experience to our clients' advantage, maximizing eligibility and reimbursement, and producing impressive returns on investment.

The response time for preparation, processing and funding of FEMA Project Worksheets by both State and FEMA personnel is not easily quantified. Many factors affect these disaster milestones such as magnitude of disaster, declaration timeline and availability of field personnel, disaster-specific guidance and duration of work that needs to be completed. We assist our clients with navigating all aspects of the program in the most cost and time efficient manner possible to submit projects and obtain funding as soon as it is available. We prepare documentation that is necessary and required for every step of the program—from initial damage assessment to final inspection and closeout—in a manner to avoid any unnecessary delays, and are capable of performing all grants management functions.

## **Employment of Local Contractors**

### **Expanded Network of Professionals**

To ensure the ability to quickly ramp up staffing levels on large projects, we maintain a network of professionals and technical specialists that have worked with the company in the past and in whose abilities and characters there is complete confidence. Our hundreds of trained and experienced operations coordinators, monitors, supervisors and FEMA program specialists are able to mobilize on short notice.

We also understand that disasters impose economic hardships on communities and are committed to hiring as many local personnel as possible on our projects, to both minimize travel expenses and to spread employment opportunities locally.

### **Screening and Qualification of Local Service Providers**

Our primary concern is the professionalism and personal integrity of field personnel; we understand that the monitoring staff represent not only the firm but the Town as well. For that reason, monitoring staff is carefully screened with background checks and drug tests to ensure exclusion from the team of anyone with felony convictions, drug use, or questionable moral character. We also regularly uses E-Verify to screen potential employees, which is an internet-based system for determining eligibility for employment in the US. A strict “zero tolerance” policy is imposed for drug usage, safety violations, foul language, disrespectful behavior, or any confrontational approach towards debris removal contractors or clients’ personnel, or any hint of impropriety or misconduct, which may reflect negatively on the client or the firm. The Town would always have the ability to dismiss any field staff from the project at any time for any reason.

### **Disadvantaged, Minority, Woman-owned, Small Business Inclusion**

If activated to provide debris monitoring services for the Town, we will make every effort to identify and utilize disadvantaged, minority, women-owned and/or small business suppliers of goods and services from around the area. While we have not entered into a pre-contract teaming agreement with a DBE/MBE/WBE/SBE, if awarded the contract under consideration, we will endeavor to team with qualified firms to provide these goods and services:

- Lodging for our project management team
- Office supplies and equipment
- Temporary labor for field and site monitors
- Environmental services (for debris site soil samplings, evaluations, and permitting)
- Administrative/Office assistance

### **Veteran Hiring Initiative**

Before a storm approaches or an unexpected incident impacts one of our clients, the Town can be confident that we have already secured much of the necessary talent and labor to staff a debris monitoring and community rebuilding effort. We are prepared before the storm begins to develop.

Many of the company’s emergency preparedness and disaster response leaders are former service men and women who have served the nation in challenging military and humanitarian relief missions. Their considerable training and response experience brings significant advantage to our clients: A constant state of readiness with qualified, experienced and dependable personnel ready to deploy.

To secure this valuable human resource, in addition to a full-time dedicated professional staff, we pool resources with veteran and National Guard recruiting programs to identify former military personnel and their spouses who are interested in being on debris monitoring teams. This veteran recruiting program conducts outreach efforts through local job fairs, military recruiting, and

networking events. These events allow us to identify and add veterans to our resource pool who bring unparalleled dedication to our clients. This veteran recruiting and outreach program is active throughout the US.

To supplement full-time employees and ensure sufficient staffing, readiness, and responsiveness necessary for debris monitoring contracts, we are also engaged in local and regional veteran job fairs along the Atlantic and Gulf Coasts, and the Midwest. An active database of qualified individuals from each target is maintained to identify those who can be temporarily employed to respond to and support a debris monitoring project. The database allows for initiation of contact as dangerous weather systems approach a region—ensuring a considerable work force is ready to be activated.

We are committed to maintaining a state of readiness, and responding to disasters with sufficient numbers of talented and experienced disaster response professionals. Our veterans recruiting initiative takes that commitment a step further by committing to the Town that we are delivering the country's best to your debris monitoring project.

## Additional Capabilities

### FEMA Public Assistance and FHWA Emergency Relief Program Expertise

#### Witt O'Brien's | Stages of the FEMA Public Assistance Program from Disaster Event to



We have assisted more than 1,000 local governments and state agencies with FEMA and FHWA disaster recovery cost claims and grants management challenges. From project formulation to final inspection, hundreds of millions of dollars has been recovered for public applicants to these programs that would otherwise have gone unclaimed or reimbursed. For example, we were the only firm hired by the Florida Division of Emergency Management (FDEM) to provide public assistance coordinators, project officers and debris specialists after the devastation caused by eight federally declared disasters in 2004 and 2005. Another long-standing client is the

State of Louisiana, where we were the only firm providing FEMA Public Assistance Program support following Hurricane Katrina, and we have continued to support the State in other recent disasters.

Currently contracted by the Florida DOT to provide disaster recovery services for both the FEMA and FHWA programs, we also hold statewide FEMA program consulting contracts with the states of Louisiana, Vermont, Rhode Island, New Jersey, and many local governments.

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- Provide required and requested documentation
- Explain the County's intent and project status
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## Operational Plan for the Town of Loxahatchee Groves

### Approach

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As the result of having successfully completed many complex and challenging disaster management and recovery projects, we have developed a sound project management approach that allows us to mobilize rapidly, adapt to fluid circumstances and challenges, implement our tested operating procedures seamlessly, and provide the Town with the best debris monitoring and management services available. We see our team as an extension and partner to the Town's staff and will serve to augment and strengthen your capabilities.

#### **Pre-Event Planning**

Not all events come with advanced warnings. While the Town may have as many as five days advance notice for weather-related events, there may only be hours and sometimes no warning time in which to respond for other disasters. In those cases, the best plan is one that is developed and in place. We help ensure you are fully prepared to meet the challenges before they arise. **The all-hazards approach helps clients prepare for a single event or threat with a customized program to ensure an adequate state of preparedness.** You are provided with the guidance and support required to develop and refine plans and procedures that are compliant with the National Response Framework (NRF), built on concepts identified in the National Incident Management System (NIMS), and other federal guidelines.

#### **Our weather-related, pre-event planning begins with a Planning and Tabletop Exercise.**

Prior to an event, we will meet with the Town's debris management team to strategize a response tailored to the needs of the local emergency operations responders, the Emergency Management Department, and ensure alignment with Florida Emergency Management Division directives. We will develop debris forecasts/estimations based on various storm and disaster scenarios using the US Army Corps of Engineers (USACE) debris forecasting model, historical data and other methodologies, in order to identify requirements for staffing levels, equipment, contracted services, temporary debris sites and final disposal.

*A key component of our approach is to advocate for the Town's interests.*

## Project Plan Timeline | “The Master Plan” (Subject to Change)

Project Management Plan Summary and Timeline (Subject to Change)		
Task	Time Frame	Scope of Work
<b>Pre-Event Coordination, Planning and Training</b>	Prior to Storm Season or an anticipated event	Train client’s debris staff; review/revise debris management plan; review ordinances and codes.
<b>Pre-Event Project Management</b>	12 – 48 Hours from a Notice to Proceed	Coordinate with client, debris removal contractors, FEMA, State; Devise Action Plan.
<b>Damage Assessments and Debris Quantity Estimations</b>	24 – 48 hours	Coordinate with FEMA, State and Client to scout affected area and document damages; estimate debris quantities and removal costs’ identify hazardous and dangerous debris for immediate removal.
<b>Debris Clearance Coordination and Monitoring</b>	First 70 hours of clearance work	Prioritize roads, facilities and areas for initial debris clearance; document T&M contract work and force account expenses. Track costs for Federal Aid roads separately.
<b>Truck Measurement and Certification</b>	Initiated within first two days and continued as needed	Measure capacity, mark, certify, log, photograph collection trucks as they arrive on scene; Periodically “spot check” trucks for compliance and accuracy of volume measurement to reveal and deter tampering.
<b>Health and Safety / Quality Assurance Program</b>	48 – 72 hours	Initiate Health and Safety awareness and compliance program; ensure debris sites and personnel are equipped with proper safety gear; Implement Quality Assurance program to ensure contract compliance and maintain performance standards and goals.
<b>Public Information</b>	First two weeks	Establish Debris Hotline phone center to field questions from residents and record complaints; devise and disseminate information about debris removal program requirements and timelines.
<b>Hire and Train Local Debris Monitors</b>	48 hours in and as needed for duration of project	Recruit, screen and train locally hired monitoring, clerical and administrative personnel
<b>Debris Management Site Establishment and Staffing</b>	48 – 72 hours	Inspect sites, document conditions, secure permits, prepare safety report, coordinate set-up with contractors; Staff each DMS with at least 2 experienced and trained monitors to assess load volumes and inspect debris.
<b>Debris Collection Site Monitors</b>	48 – 72 hours	Pair monitors to collection crews and dispatch to debris removal sites as needed to complete and issue load tickets.
<b>Field Supervisors</b>	48 – 72 hours	Deploy experienced Field Supervisors to oversee monitoring activities and implement quality assurance program at a ratio of 1:10.
<b>Roving Monitors</b>	48 – 72 hours	Deploy roving monitors to locate, document and map special debris (hazardous, stumps, leaning trees, white

## Project Management Plan Summary and Timeline (Subject to Change)

Task	Time Frame	Scope of Work
<b>Federal Aid Roadway Debris Removal Program</b>	Week 3	goods, etc.); report on ineligible debris and contractor caused damages. Initiate the collection of debris from Federal Aid System roadways; track and document all costs separately for FHWA ER program.
<b>Special Debris Program</b>	2 – 3 weeks in	Deploy specially trained and equipped monitors to document (with photos and GPS) the proper removal of special debris types (stumps, hanging limbs, leaning trees, hazardous waste, white goods, etc.)
<b>Data and Document Management and Reporting</b>	48 hours in and for duration of project	Data collection, entry, management, and daily reporting; document collection, management, scanning and storage.
<b>Contractor Invoice Reconciliation</b>	Within 3 days of receiving invoices	Review contractor invoices and database for accuracy and reconcile with Witt O'Brien's independently maintained database; provide written discrepancy reports and payment approvals.
<b>Final Pass Completion</b>	Last weeks of debris collection operations	Publish public announcements of last pass schedules; Deploy roving monitors to confirm clearance of all roadways and map any remnants; Provide written confirmation of debris removal completion.
<b>Mulch and Processed Debris Haul-out</b>	Last two weeks	Monitor and document the removal of reduced and processed debris from DMS; Confirm final disposition of debris and document.
<b>Debris Management Site Closure</b>	After DMS cleared of debris	Document and confirm removal of all debris, equipment, towers and materials; document site restoration work and costs; confirm compliance with environmental regulations.
<b>FEMA Claims Support</b>	For Duration of Project	Witt O'Brien's works with the Client, the State and FEMA from the initiation of the project to ensure that all eligible costs for debris removal are documented and submitted for reimbursement, including for Immediate Needs Funding estimates.
<b>After Action Report</b>	Within 30 days of project completion	Prepare a report detailing project specifics, highlights, data, lessons learned and recommendations for next event.

### Recommendations | Preparedness Planning

We will carefully review the existing debris management, comprehensive emergency management, and hazard mitigation plans, and make recommendations for updates. We can also perform a comprehensive review of all existing internal policies, guidelines, and emergency response and recovery plans. We will also participate in the pre-hurricane season tabletop exercise with the Town's debris removal contractor and relevant department personnel in order to plan and strategize for various disaster scenarios.

Our proprietary electronic planning solution, **ePlanPro®**, provides you with a central database-driven application that helps dynamically manage an unlimited number of plans and associated documents. With ePlanPro®, these plans are available online to all authorized users and can be downloaded as Adobe PDFs. ePlanPro® provides simple but sophisticated plan printing capabilities. Users can print the entire plan, individual sections, or the differences between versions. All plans are printed to PDF to allow electronic viewing and distribution. With flexible plan template design, ePlanPro® prints highly formatted documents.

## Time Required to Mobilize Team

### Rapid Response Assurance

When time matters most, clients rely on Witt O'Brien's 24/7/365 rapid response guarantee. We are poised to respond at all times. Our assets at various offices—pre-packaged mobilization packages in trailers and Mobile Command Unit posts—keep core management staff on standby, maintain a national emergency call center, and coordinate with Town staff to ensure that lines of communication are always open. We have responded to hundreds of incidents on behalf of clients, always within hours of the event, or we can be located on-site prior to an anticipated event, if requested.

***A Project Management team will arrive on-scene to assist the Town within 24 hours of notification. Additional management and monitoring staff will arrive as needed within 48 to 72 hours when local hiring and debris monitor training will commence.***

Scheduling the expected monitoring services along with the debris removal is a vital step to ensure efficient implementation of debris operations. Below is a representative schedule of services provided by our team members. We will contact the Town representative 96, 48, and 24 hours prior to a disaster.

### Response Times from Notice to Proceed

- < 24 Hours: Rapid Response Team – Project Manager, Operations Manager, Clearance Monitors
- < 48 Hours: Truck Certification Crew, Lead Supervisors, FEMA Program Consultant
- < 72 Hours: Field and Site Monitors, Data Manager, Environmental Specialist
- < 96 Hours: GIS Analyst, Data Entry Clerks, Billing/Invoice Analyst

### Our Equipment | Quality and Quantity

We are dedicated to preparing for a rapid response to all clients' disaster response and recovery needs, and maintain all of the supplies and equipment necessary to initiate a debris monitoring project in pre-packaged bundles at office facilities and warehouses.

We have everything needed for a major debris monitor project ready to mobilize on short notice, including:

- **Offices and support staff:** we have several offices throughout the country from which we can draw project support staff, equipment and supplies, or use for off-site tasks such as GIS analysis, data entry, payroll management, logistics, printing, etc.
- **Mobile Command Posts:** we maintain four modified RV-style vehicles equipped with generators, computers, printers, communication equipment, and sleeping quarters, which allows the management team to deploy rapidly and be self-sufficient for several days until base utility services have been restored to the disaster area.
- Mobile Command Post Assets:

Witt O'Brien's Mobile Command Post Assets			
MCP3	MCP4	MCP5	MCP6
Role: Operations	Role: Management and HR	Role: Equipment Transport	Role: Operations
Length: 38 ft	Length: 37 ft	Length: 20 ft	Length: 38 ft
<b>Features</b>	<b>Features</b>	<b>Features</b>	<b>Features</b>
<ul style="list-style-type: none"> <li>• Diesel and battery backup</li> <li>• Refrigerator</li> <li>• 2 TVs/monitors</li> <li>• 3G data access on Verizon</li> <li>• Internal wired network</li> <li>• Wi-Fi</li> </ul>	<ul style="list-style-type: none"> <li>• Shower and Toilet</li> <li>• Washer and dryer</li> <li>• 1 TV/monitor</li> <li>• Generator</li> <li>• Sleeps four</li> <li>• Wi-Fi</li> </ul>	<ul style="list-style-type: none"> <li>• Equipment transport and storage</li> <li>• Generator</li> <li>• AC</li> <li>• Can be turned into an office</li> </ul>	<ul style="list-style-type: none"> <li>• Generator backup</li> <li>• Sleeps six</li> <li>• Wi-Fi</li> </ul>

- **Electronic hand-held units and printers:** we have more than 150 hand-held units for paperless load ticketing and automated data management and can acquire additional units as required on short notice
- **Laptop and desktop computers:** we are ready to deploy more than 100 portable computers and printers
- **Generators:** multiple generators will power computers and printers and recharge handheld devices
- **Cell phones:** all of our project management team members are issued company smartphones with internet, GPS, email, voice, and texting communication capabilities

- **Digital cameras:** more than 250 cameras include large capacity memory cards and GPS tagging capability
- **Safety equipment:** hardhats, safety vests, traffic flags and cones, and medical kits are part of all personnel materials
- **Office supplies:** we will supply folding chairs and tables, file cabinets, staplers, folders, etc., if required
- **Field supplies:** our personnel will have measuring tapes, spray paints, ladders, plastic boxes, batteries, etc.
- **Forms and documents:** load tickets, truck certification forms, truck placards, time sheets, tower monitor logs, incident reports, load ticket summary forms, etc., will be supplied to personnel
- **Pre-identified vendors lists:** prior to an event, we identify local vendors of additional equipment, supplies, services, or facilities that may be needed, such as office or warehouse rental, tents, boats, hotel rooms, photocopier rental, ice and water suppliers, staffing agencies, automobile rental, etc.

## Field Debris Monitoring Services

### Post-Event Assistance Services

#### Call Center Services and Public Information Emergency Response

Witt O'Brien's can establish a dedicated 1-800 number for the Town backed by its Emergency Call and Incident Command Center in Slidell, Louisiana, which operates 24/7/365, with a staff of 36 full-time professionals. Our proprietary automated ICS software, CommandPro<sup>®</sup>, a web-based incident management software built by responders that streamlines the command and control processes, and supports our response services. The system automates the generation of NIMS-compliant documentation in support of ICS compliance, and provides an automated ICS teaching tool that facilitates ICS/response training, drill planning and exercise documentation.



Witt O'Brien's Emergency Call and Incident Command Center

We understand the importance of keeping the public informed throughout the duration of a major debris removal project and will coordinate with the Town's debris manager to implement a public information plan. Project and operations managers will work with the Town to develop timely and informative public announcements about the debris project, safety considerations, hazardous waste handling, collection schedules, methods of sorting and separating debris to increase collection and disposal efficiencies, and other issues. Our proprietary communications management software,

**PIERPro™**, will help the Town develop a web-based communications system to allow instant and efficient dispersion of information to any target audience, including the community, media, elected officials, police and fire personnel, field staff, contractors, and federal authorities. We will also make staff available to the Town to distribute and disperse public information on the debris project and may deploy field monitoring staff to disseminate fliers to residents.

### Debris Management Site Selection and Monitoring

We will assist the Town with selection, evaluation, baseline environmental data and soil sample collection, and state and local authorization of temporary DMS, either prior to or subsequent to an event. We will also coordinate state and local authorizations of temporary sites or burn permits and address any other environmental issues that may arise.

At least two trained DMS monitors will be deployed to each site to perform these tasks:

- Inspect all inbound trucks and make a quantitative volumetric assessment of the debris loads
- Verify that each truck that delivers debris to the DMS matches its manifest load ticket, including truck number, type of debris, and truck volume
- Accurately complete and sign each load ticket before permitting a truck to proceed from the check-in/inspection area to the tipping area
- Ensure that each truck bed has been fully emptied prior to departure from the DMS or final disposal site
- Maintain accurate daily logs of all load tickets inventoried and/or voided
- Perform quality control and assurance checks on all load tickets
- Immediately contact monitors and field supervisors when load ticket errors are detected at the DMS, in order to promptly remedy any errors and maintain satisfactory field monitor performance
- Photograph truckloads of debris or other items at the DMS as needed
- Ensure the site is clear at the end of each day when trucks stop operating and that it is properly secured overnight
- Report and review daily safety issues
- Coordinate, document, and oversee site restoration at conclusion of the project

### Debris Vehicle Certification

As the debris removal contractor's trucks and equipment begin to arrive at the disaster scene, we will initiate the truck measurement and certification program in coordination with the debris removal contractor to accurately measure the volumetric capacity of each truck. We follow the latest FEMA 327 standards and methodologies for measuring and calculating the capacity of debris removal trucks. FEMA-compliant truck placards and truck certification forms will also be provided. Original truck certification forms signed by the truck certification manager—with photographs of each



Witt O'Brien's picture taking during truck certification - 2014 severe winter storms in Columbia County, GA

truck showing its placard and any modifications - will be provided to the Town in a binder along with electronic PDF copies and a summary spreadsheet. Quality control / roving monitors will also periodically spot-check and re-certify trucks during the project in order to deter and detect fraudulent alteration of truck capacities or placards. In addition, the truck certification and measurement information is easily verified using our proprietary electronic debris management system, **DebrisPro™**.

## **Residential Debris Drop-Off Site Management and Monitoring**

If the Town decides to implement a residential debris-drop off site, we will set up, manage, and monitor debris drop-off sites where local residents may bring storm debris themselves. We will work with the parks or public works departments to identify suitable sites and set up segregated disposal areas for different types of debris. Staff will also be provided to develop public announcements about the site, verify residency for each visitor, track and record volumes and types of debris, ensure recyclables are segregated, ensure that household hazardous waste is handled and stored properly, and monitor the hauling of debris to final disposal.

## **Capacity**

While disaster recovery efforts are not needed every day, when they do you need to be sure that the firm you trust to help has the resources available—now. Nationwide, Witt O'Brien's has approximately 250 full-time employees who are among the best trained and most experienced in the industry. We also have immediate access to several hundred contractors who are seasoned emergency responders and top subject matter experts in multiple emergency management fields.

## **Training Program & Qualifications of Field Staff**

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### **Collection Monitoring**

Our comprehensive training program for newly-hired debris monitors consists of classroom instruction and exercises; a Microsoft PowerPoint presentation on FEMA debris operations; eligibility guidelines and monitoring techniques; and a review of the company's field manual, of which each monitor receives a copy. We also offer internet-based training via our Learning Management System, through which monitors and supervisors can access training materials and test their knowledge on a graded quiz after each session. Each new hire undergoes an intensive four-hour training and orientation session conducted by the operations coordinator or lead supervisor, which emphasizes safety considerations, FEMA eligibility guidelines, job duties and responsibilities, load ticket management, dress codes, and standard procedures for debris monitoring and project management. A special training session is held for monitors chosen to serve as truck measurement certification crew. New monitors are also trained in the use of GPS units and digital cameras and are supplied with reference materials and maps of their work zones. Once trained, monitors are then closely supervised on the job, debriefed at the beginning and end of each day, and held to our high standards of performance and conduct.

## Resources and Availability

Witt O'Brien's provides extensive disaster monitoring services. In the past 11 years, we have routinely performed the specific services outlined in the RFP Scope of Services. Historically, our project planning integrates assembly of hundreds of personnel on short notice for concurrent regional disasters. There are several steps along the way, each keeping focus on the Town's recovery, as discussed in our technical approach.

Witt O'Brien's retains, as permanent full-time employees, a staff of trained and experienced disaster debris monitoring, FEMA Public Assistance Program, FHWA Emergency Relief Program, GIS, and environmental and hazardous waste specialists who are ready to mobilize on behalf of disaster-affected clients on short notice. Project management and supervisory personnel have undergone training in Incident Command System (ICS), debris management and monitoring techniques, FEMA debris removal guidelines and eligibility rules, project management, and disaster management and have valuable experience from serving on major recovery projects.

All project management personnel and core consultants hold training certificates from the Emergency Management Institute, including many of those below:

- FEMA Emergency Management Institute Certificates
- IS-001—Emergency Program Manager: An Orientation to the Position
- IS-100—Introduction to the Incident Command System
- IS-100—Incident Command System for Public Works
- IS-197—Special Needs Planning Considerations for Service and Support Providers
- IS-200—Incident Command System for Federal Disaster Workers
- IS-208—State Disaster Management
- IS-230—Principles of Emergency Management
- IS-235—Emergency Planning
- IS-253—Coordinating Environmental and Historic Preservation Compliance
- IS-340—Hazardous Materials Prevention
- IS-362—Multi-Hazard Emergency Planning for Schools
- IS-393—Introduction to Hazard Mitigation
- IS-546—Continuity of Operations Awareness Course
- IS-547—Introduction to Continuity of Operations
- IS 630—Introduction to the Public Assistance Process
- IS-631—Public Assistance Operations I
- IS-632—Introduction to Debris Operations in FEMA's Public Assistance Program
- IS-634—Introduction to Public Assistance
- IS-700—National Incident Management System
- IS-702—NIMS Public Information Systems
- IS-703—NIMS Resource Management
- IS-800—National Response Plan, an Introduction
- IS-801—Emergency Support Function # 1—Transportation
- IS-803—Emergency Support Function # 3—Public Works and Engineering

## Proposed Key Staff

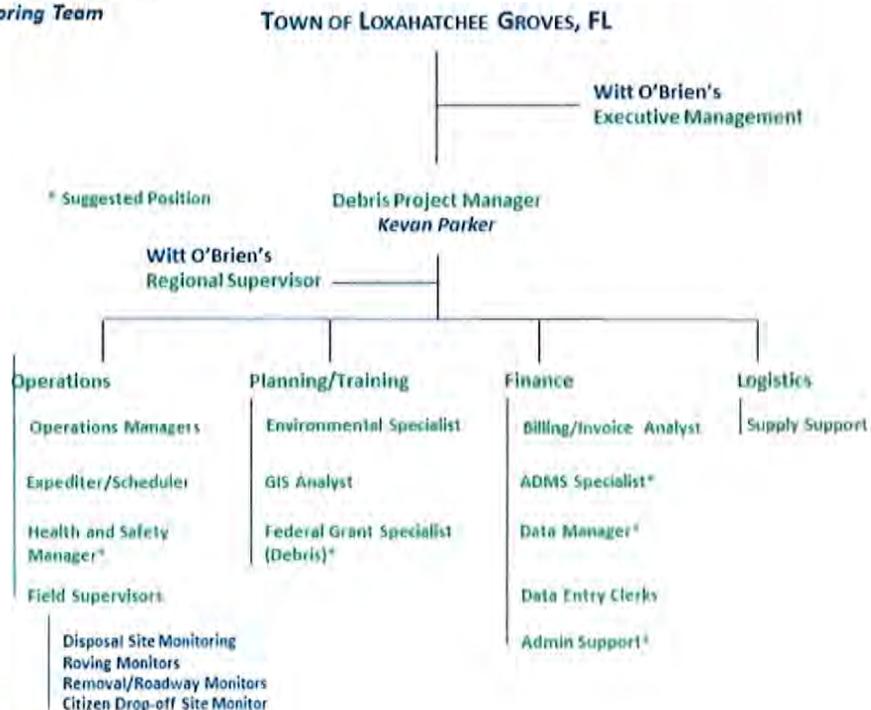
Witt O'Brien's is prepared to mobilize an experienced project management and debris monitoring team on short notice to any disaster-affected area in the country. We retain, as permanent full-time employees, a staff of trained and experienced disaster debris monitoring, FEMA Public Assistance Program, FHWA Emergency Relief Program, GIS, and environmental and hazardous waste specialists who are ready to mobilize on behalf of disaster-affected clients on short notice. Project management and supervisory personnel have undergone training in Incident Command System (ICS), debris management and monitoring techniques, FEMA debris removal guidelines and eligibility rules, project management, and disaster management, and have valuable experience from serving on major recovery projects. All project management personnel and core consultants hold training certificates from the Emergency Management Institute.

Many of the company's emergency preparedness and disaster response leaders are also former service men and women who have served the nation in challenging military and humanitarian relief missions. Their considerable training and response experience brings significant advantage to our clients: A constant state of readiness with qualified, experienced and dependable personnel ready to deploy.

We also understand that disasters impose economic hardships on communities and are committed to hiring as many local personnel as possible on our projects, to both minimize travel expenses and to spread employment opportunities locally. Witt O'Brien's strives to satisfy clients' every need and are flexible and adaptable to operational requirements.

### WITT | O'BRIEN'S

*Debris Monitoring Team*



## Kevan Parker | Project Manager

Kevan Parker has 40 years of experience in and for government agencies at the local, state, and federal levels; 20 years of emergency management, FHWA-ER Program, and FEMA Public Assistance Program experience, and more than 10 years of disaster debris eligibility and oversight experience. Kevan has documented the removal of several million cubic yards of debris, assisted in the reimbursement of more than \$100 million in debris-related costs. He has overseen the hiring, training, and deployment of more than 300 employees and the associated equipment to accurately document and expedite the entire debris removal process. He also has 35 years of experience working in and for government agencies at the local, state, and federal levels. He has been involved in several major disasters, including:

- TS Alberto
- 1069 Opal
- 1730 Erin
- 1259 Mitch
- 1292 Floyd
- 1603 Katrina
- 1609 Wilma
- 1785 TS Fay
- 1786 Gustav
- 1791 Ike
- 1241 Earl
- 1382 TS Allison
- 1539 Charley
- 4107 RI Snow/Floods
- 1545 Frances
- 1551 Ivan
- 1561 Jeanne
- 1595 Dennis
- 1994 MA Tornado
- 4021 Irene
- 4051 MA Storm
- 4080 Isaac
- 4086 Sandy
- 4165 GA Storm

During his involvement in these 24 major disasters, Kevan documented the removal of several million cubic yards of debris and assisted in the reimbursement of more than \$100 million in debris-related costs. He recently served as senior project manager over seven debris monitoring projects in Louisiana for Hurricane Isaac and eight projects in New Jersey in response to Super Storm Sandy, and as the senior regional manager over two debris projects in North Carolina and Georgia as a result of Severe Winter Storm Pax. During these activations, Kevan has directly overseen as many as 200 employees.

Kevan previously worked as state public assistance project officer and coordinator during several major disasters, including Hurricanes Opal, Erin, and Ivan. He also served on the Rapid Impact Assessment Team (RIAT) covering the State of Florida and adjoining states. He was part of a five-man team deployed to Mississippi and Louisiana during Hurricane Katrina to determine the needs of local governments and relay information back to the Emergency Operations Center in Florida for the deployment of personnel and assets.

He worked with the Louisiana Department of Transportation and Development (La DOTD), Florida Department of Transportation (FDOT), and Texas Department of Transportation (TxDOT). Specifically as Project Manager for a TxDOT project, he managed bay cleaning, private property debris removal, monitoring of threatened and endangered species and demolition of facilities. He was also responsible for storm generated debris removal from a 2,000-acre state park, two miles of beach sand removal, 2 million cubic yards of sand removal from ditches and drainage canals (FHWA-ER), 6,000 feet of more than five miles of revetment wall, removal of more than 500 vehicles and vessels and dangerous tree and limb debris removal from public rights of way.

## **Lynne Storz | FEMA Program Manager (Debris)**

Lynne Storz is an experienced debris monitoring project manager and state agency liaison for coordination of disaster recovery efforts. She has 11 years of experience in emergency management, which includes project management of hurricane debris operations, statewide planning and training, preliminary damage assessments, federal disaster recovery grant programs, and providing technical assistance to local governments. She also has 15 years of experience in integrated solid waste management.

She worked with 25 New Jersey state agencies, primarily NJDOT providing technical assistance to the agencies in the FEMA Public Assistance (PA) program following Hurricane Sandy. Technical assistance included project worksheet formulation (NJDOT approximately \$30 million), reimbursement requests, time extensions, and quarterly reports. Her experience providing technical assistance for project closeouts for declared storms dates back to the early 2000s.

As the project manager for debris monitoring operations in Lafourche Parish, Louisiana Hurricane Isaac recovery efforts, Lynne provided oversight of the debris operations, technical assistance in the FEMA Public Assistance program to the Parish, and was responsible for reporting requirements to LADEQ. Lynne also managed Florida DOT's Statewide Debris Management Plan approved by FEMA Region IV; developed seven District Debris Operations Plans; assisted in developing FEMA PA and FHWA ER training - ultimately delivering training to over 2,000 local government personnel in Florida. Her FEMA EMI certificates include: IS 1, IS 3, IS 26, IS 100, IS 120, IS 130, IS 200, IS 253, IS 393, IS 403, IS 546, IS 547, IS 548, IS 559, IS 630, IS 631, IS 632, IS 700, IS 800, IS 801-814, G 318 - Hazard Mitigation.

## **Ryan Booth | Operations Manager**

Ryan Booth has 11 years of experience as a debris management specialist. He has held many important positions in debris monitoring projects, including managing projects in response to the North Carolina severe winter storm, Louisiana's Hurricane Isaac, and Massachusetts' storms and tornadoes. As project manager of the Hurricane Isaac debris monitoring project, Ryan managed crews that monitored private property debris removal programs involving right of entry and hold harmless agreements with residents, home demolitions, and removal of debris for parish waterways. The storm's cleanup involved three parishes and four cities, totaling \$2,122,936 in removal costs for more than 230,000 cubic yards of debris. He was part of a team that was on the ground within hours of the event, providing preliminary damage assessments, hiring and training local residents and ensuring that all FEMA, state, and local requirements were adhered to during the removal process.

Ryan has worked to ensure debris removal contractors adhere to all laws and regulations. His effective management has provided efficient and safe debris monitoring operations even when managing multiple projects. In the aftermath of the Massachusetts storms and tornadoes, he worked as project manager with the Massachusetts Emergency Management Agency to manage several debris projects in 20 cities and towns in western Massachusetts.

Ryan also served as a division supervisor for Mobile and Escambia Counties in Alabama on the BP Deepwater oil spill response project where he coordinated cleanup efforts with local and state municipalities. Ryan taught boom deployment strategies to response staff and was instrumental in overseeing more than 1 million feet of boom being deployed throughout the region. He implemented safety, health, and security procedures and requirements.

### **Stephen Powell | Field Supervisor**

Stephen Powell is a debris management specialist with 10 years of project management and technical assistance experience. Stephen has extensive knowledge of FEMA processes relating to debris removal, including monitoring and documenting the removal of hazardous waste and materials. Stephen is also thoroughly familiar with the process for removing and disposing of electronic waste and 'white goods,' discarded household appliances such as refrigerators, freezers, air conditioners and washing machines. His experience involves monitoring and documenting the removal of hazardous waste and materials; private property debris; white goods (including verification of Freon recovery); stumps, hanging limbs, and trees; construction and demolition materials; and loose vegetative debris. Several of these projects also entailed electronic waste; recycling of materials; roll-off container monitoring; sand removal.

Stephen was a project manager in response to Winter Storm Pax in Columbia County, Georgia. He also served as project manager in response to Hurricane Sandy - Boroughs of Lavallette and Union Beach in New Jersey, Severe Snow Storms in Western Massachusetts, Hurricane Ike in Texas, and Hurricane Gustav in Louisiana. Additionally, he served as the project manager for debris operations for Louisiana Department of Transportation and Development (La DOTD), Texas Department of Transportation (TxDOT). In these combined efforts, he documented the removal of several hundred thousand cubic yards of debris, assisted in the reimbursement of more than \$10 million in debris-related costs, and oversaw the hiring, training, and deployment of more than 100 employees and the associated equipment to accurately document and expedite the entire debris removal process.

### **John LaCaze, Jr. | GIS Specialist**

John LaCaze, Jr., is the geographic information systems manager at Witt O'Brien's. John has 26 years of experience in development and implementation of large-scale spatial applications utilizing commercial (ESRI, MapInfo), as well as proprietary (DoD) GIS. He has performed at the technical (e.g., staff programming, lead programmer), business development, and project management levels in various application development efforts. His experience focuses primarily on environmental planning, emergency response, oil spill modelling, transportation and transit planning, military digital cartographic products, and upstream and downstream sectors of the petroleum industry. These include five years of experience with hurricane response in St. Bernard and Jefferson Parishes in Louisiana; management of the Aerial Dispersant GIS during the BP Deepwater Horizon event; Linear Referencing Management System experience with Maine Department of Transportation and the Texas Department of Transportation. John is skilled in the development and implementation of spatial applications, spatial database design, and GIS integration. He has extensive knowledge and

experience in supporting emergency response events with GIS products and common operating picture.

## **Darin Workman | Billing/Invoice Analyst**

Darin Workman is a technology coordinator for Witt O'Brien's boasting 10 years of experience in networking environments. His experience ranges from the local LAN to national backbone levels, and he has extensive mobile device experience, along with software knowledge that includes Microsoft Office and Operating systems, iOS, Windows Mobile and Android platforms.

Darin serves as a subject matter expert for DebrisPro™, Witt O'Brien's proprietary computerized debris management system. DebrisPro™ is a securely hosted, multi-device-supported, web-enabled system that integrates technology, tools, server infrastructure, handheld devices, and a web portal to simplify debris monitoring and removal, contracts management, and office operations. It provides a platform to create rosters, manage contractors, create load tickets, and deliver timely, productive and customizable business results. Darin provides guidance and coordination of teams for DebrisPro™ development and provides information technology support for Witt O'Brien's International Spill Response Command Center. He also served as a data manager for Witt O'Brien's, where he provided training and production of training materials for debris field monitors. He is experienced with FEMA debris and emergency management training and provided data management services for more than 10 debris monitoring projects that used DebrisPro™.

Prior to joining Witt O'Brien's, Darin served as project implementation manager for Ericsson, where he provided coordination across various functional teams, construction, logistics, backhaul, access vendors and service providers. He produced methods of procedure and scopes of work for the company and conducted quality and safety audits of in-field service providers. He also worked as operations manager for Sprint, scheduling resources to meet demands of budgets, customer service, and network growth projects. He provided cross-functional coordination during network outages and natural disasters as well as day-to-day operations and maintenance of a fiber network across 5 states and more than 2,000 miles.

## **Chris Denney | Data Manager**

Chris Denney has 10 years of experience in debris monitoring and data management. He began his recovery services career as a field monitor during the recovery efforts of Hurricane Katrina in 2005 for St. Tammany Parish, Louisiana and now serves as disaster recovery data manager. He leads the electronic ticketing process and has undergone thorough training by debris specialists, including cubic yard estimations. He also has direct field experience with assigning and mobilizing large numbers of monitors and debris trucks on high priority projects. Mr. Denney has two years of experience providing technical assistance with logistical and operational coordination of disaster recovery. Chris provided data support and financial reconciliation for the State of Georgia after the severe winter ice storm in February 2014. After Hurricane Isaac in Louisiana, Mr. Denney worked as roving monitor and supervisor across five parishes and led the handheld ticketing project using Motorola MC-75 equipment. While in Louisiana, he was the assistant data manager remotely for

Lavallette, New Jersey, following Super Storm Sandy. His knowledge of cutting-edge recovery service technology enables him to bring efficiency to a broad range of projects.

### **Curt Johnson | ADMS Specialist**

Curt Johnson is primarily responsible for debris monitoring and removal projects in response to major disasters. He worked in New Hanover County, NC, managing the debris removal operations following a severe winter ice storm. He served as operations coordinator for Louisiana Hurricane Isaac and New Jersey Hurricane Sandy debris monitoring projects. He has the proven ability to produce quickly under pressure, without sacrificing quality and using his full range of managerial and leadership skills. He works to coach, train, and develop staff to their full potential. To-date he has overseen thousands of cubic yards of debris removal. Curt is also certified in hazard analysis and critical control points.

Prior to joining Witt O'Brien's, Curt worked in environments where he appropriately and efficiently developed schedules, created reports, hired and trained staff, managed contracts, and worked with diverse groups of people.

## Past Performance

### Reference # 1

<b>Client Name &amp; Project</b>	<b>Columbia County Board of Commissioners, Georgia Debris Monitoring - Severe Winter Storm</b>
Contact Name	Ms. Pam Tucker, Director
Telephone; Email	706-868-3303; ptucker@columbiacountyga.gov
Address	650-B Ronald Reagan Drive, Evans, GA 30809
Service Dates	February 2014 - July 2014 <i>*New Contract awarded May 2015</i>

### Reference # 2

<b>Client Name &amp; Project</b>	<b>New Hanover County, North Carolina Debris Monitoring - Severe Winter Storm</b>
Contact Name	Ms. Kim Roane, Business Officer
Telephone; Email	910-798-4402; kroane@nhcgov.com
Address	230 Government Center Drive, Wilmington, NC 28403
Service Dates	February 2014 - July 2014

### Reference # 3

<b>Client Name &amp; Project</b>	<b>Lafourche Parish, Louisiana Hurricane Isaac - Debris Monitoring - multiple locations</b>
Contact Name	Mr. Jerome Danos, Solid Waste Manager
Telephone; Email	985-637-5199; danosjp@lafourchegov.org
Address	402 Greene St, Thibodaux, LA 70302
Service Dates	September 2012 - February 2013

### Reference # 4

<b>Client Name &amp; Project</b>	<b>Borough of Lavallette, New Jersey Hurricane Sandy - Debris Monitoring and Public Assistance - multiple locations</b>
Contact Name	Mr. Christopher F. Parlow, Borough Clerk/Administrator
Telephone; Email	732-030-8248; cparlow@lavalletteboro.com
Address	1306 Grand Central Ave, Lavallette, NJ 08735
Service Dates	October 2012 - October 2013

## Completed Debris Monitoring Projects (2011 - 2015)

Client	Disaster	Cubic Yards
<b>2015</b>		
Livingston Parish, Louisiana	Waterway Debris Removal (FEMA DR-4080)	10,000
<b>2014</b>		
Columbia County, Georgia	Severe Winter Storm (FEMA DR-4165)	650,000
New Hanover County, North Carolina	Severe Winter Storm (FEMA DR-4165)	126,000
<b>2012-13</b>		
Borough of Union Beach, New Jersey	Hurricane Sandy FEMA 4086-DR	74,074
Neptune Township, New Jersey	Hurricane Sandy FEMA 4086-DR	82,920
Borough of Lavallette, New Jersey	Hurricane Sandy FEMA 4086-DR	198,148
Ventnor County, New Jersey	Hurricane Sandy FEMA 4086-DR	11,274
Borough of Sea Bright, New Jersey	Hurricane Sandy FEMA 4086-DR	47,571
Town of Holmdel, New Jersey	Hurricane Sandy FEMA 4086-DR	85,765
Borough of Keansburg, New Jersey	Hurricane Sandy FEMA 4086-DR	25,617
Borough of Deal, New Jersey	Hurricane Sandy FEMA 4086-DR	300
Saint Bernard Parish, Louisiana	Hurricane Isaac FEMA-4080-DR	48,038
Livingston Parish, Louisiana	Hurricane Isaac FEMA-4080-DR	15,155
Lafourche Parish, Louisiana	Hurricane Isaac FEMA-4080-DR	111,818
City of Slidell, Louisiana	Hurricane Isaac FEMA-4080-DR	22,449
County of Mandeville, Louisiana	Hurricane Isaac FEMA-4080-DR	11,000
City of Central, Louisiana	Hurricane Isaac FEMA-4080-DR	26,508
County of Thibodaux, Louisiana	Hurricane Isaac FEMA-4080-DR	22,026
<b>2011</b>		
County of Springfield, Massachusetts	Severe Storm FEMA DR-4051	516,024
County of Longmeadow, Massachusetts	Severe Storm FEMA DR-4051	287,746
Town of Monson, Massachusetts	Severe Storm FEMA DR-4051	34,227
Town of West Springfield, Massachusetts	Severe Storm FEMA DR-4051	97,104
Town of Sturbridge, Massachusetts	Severe Storm FEMA DR-4051	19,178
Town of Wales, Massachusetts	Severe Storm FEMA DR-4051	3,013
Town of Holland, Massachusetts	Severe Storm FEMA DR-4051	14,823
Town of Ludlow, Massachusetts	Severe Storm FEMA DR-4051	84,733
Town of Palmer, Massachusetts	Severe Storm FEMA DR-4051	52,931
Town of Wilbraham, Massachusetts	Severe Storm FEMA DR-4051	107,283
County of Chicopee, Massachusetts	Severe Storm FEMA DR-4051	155,879
County of Holyoke, Massachusetts	Severe Storm FEMA DR-4051	81,508
Town of Southwick, Massachusetts	Severe Storm FEMA DR-4051	42,304
Town of Agawam, Massachusetts	Severe Storm FEMA DR-4051	160,994
Town of Lancaster, Massachusetts	Severe Storm FEMA DR-4051	16,924

Client	Disaster	Cubic Yards
Town of North Borough, Massachusetts	Severe Storm FEMA DR-4051	2,498
Town of Lunenburg, Massachusetts	Severe Storm FEMA DR-4051	19,382
Town of Ware, Massachusetts	Severe Storm FEMA DR-4051	26,983
Town of Warren, Massachusetts	Severe Storm FEMA DR-4051	2,886
Town of Townsend, Massachusetts	Severe Storm FEMA DR-4051	1,100
County of Springfield, Massachusetts	Tornadoes FEMA DR-1994	161,614
Town of Wilbraham, Massachusetts	Tornadoes FEMA DR-1994	99,750
Town of Monson, Massachusetts	Tornadoes FEMA DR-1994	112,289
Town of West Springfield, Massachusetts	Tornadoes FEMA DR-1994	1,200
County of Fayetteville, North Carolina	Tornadoes FEMA DR-1994	150,080

### Debris Monitoring – Severe Winter Storm (DR-4165) - Columbia County, GA and New Hanover County, NC (2014)

Witt O'Brien's was contracted by Columbia County, GA, and New Hanover County, NC, in the aftermath of a severe winter storm of snow and ice that struck Georgia, North Carolina, and South Carolina in February 2014. We helped the Counties recover from the disaster by managing debris operations. In Columbia County alone, we monitored approximately 650,000 CY of debris removal.

In a recent client questionnaire, both Columbia County and New Hanover County **rated Witt O'Brien's 10 out of 10** in the ability to manage project costs; ability to maintain project schedule; quality of work; quality of consultative advice provided on the project; professionalism and ability to manage personnel; project administration; ability to verbally communicate and document information clearly and succinctly; ability to manage risks and unexpected project circumstances; ability to follow contract documents, policies, procedures, rules, and regulations; and overall comfort level with hiring Witt O'Brien's.

### Debris Monitoring – Hurricane Sandy (DR-4086) - Multiple Clients in New Jersey (2012 – 2013)

When Hurricane Sandy swept through the East Coast in October 2012, New Jersey was significantly impacted, suffering more than a billion dollars in damages. Witt O'Brien's responded by providing debris monitoring services to several local governments affected by the hurricane.

#### Debris Monitoring

A Witt O'Brien's project manager was operational in the State Emergency Operations Center immediately after the storm passed, to assist with the Office of Emergency Management's response and recovery coordination efforts and to assist local governments in identifying immediate needs and performing preliminary damage assessments. On each of these projects, we provided project management and field personnel to monitor and document of the removal of hazardous waste and materials, private property debris, white goods (including verification of Freon recovery), stumps, hanging limbs, trees, construction and demolition materials, and loose vegetative debris. Several of these projects also entailed electronic waste, recycling of materials, roll off container monitoring, sand removal, and the clearing of drainage systems and basins.

Our services also included collecting and managing the large amount of data generated, providing each client with daily status reports on their debris removal projects, and preparing daily and weekly reports for the NJ Department of Environmental Protection, which oversees all debris removal operations affected areas of the State.

Representative New Jersey local government clients include:

Client Name	CV (\$)	CY's	Tickets	DMS	Peak Staff
Borough of Deal	\$20,340	300	35	1	6
Borough of Keansburg	\$106,150	25,617	469	1	5
Borough of Lavallette	\$434,450	163,950	5,249	1	25
Neptune Township	\$202,825	58,000	1,330	1	8
Borough of Sea Bright	\$124,950	42,181	1,149	1	5
Borough of Union Beach	\$165,840	74,074	458	1	13
Town of Holmdel	\$119,040	68,462	1,357	1	11
Ventnor City	\$126,650	11,274	482	1	12
<b>Totals</b>	<b>\$1,300,245</b>	<b>443,858</b>	<b>10,529</b>	<b>8</b>	<b>85</b>

### Debris Monitoring – Hurricane Isaac (DR-4080) - Multiple Clients (2012 – 2013)

Well before Category 1 Hurricane Isaac struck the State of Louisiana in August of 2012, Witt O'Brien's had prepositioned personnel and equipment just outside of the region which was anticipated to be most affected. Our initial response team—comprising our vice president of debris services, a senior project manager, and project managers for each client, data managers and administrative staff—was on the ground with two mobile command units and ready to commence preliminary damage assessments within hours of the “all clear.” Within just a few days, we had hired and trained local residents to fill monitoring positions and had fully staffed several projects.

Witt O'Brien's completed professional disaster debris monitoring and FEMA Public Assistance consulting projects for these local governments:

Client Name	Tickets	CY's	DMS	Removal Costs
St. Bernard Parish	1,867	40,000	1	\$316,906.05
Livingston Parish	402	15,155	1	\$173,525.32
Lafourche Parish	2,203	107,278	2	\$880,839.95
County of Slidell	1,069	22,449	1	\$320,283.32
County of Mandeville	289	11,000	1	\$98,000.00
County of Central	599	26,508	1	\$177,783.63
County of Thibodaux	396	22,026	1	\$155,597.57
<b>Totals</b>	<b>6,825</b>	<b>230,076</b>	<b>8</b>	<b>\$2,122,935.84</b>

On each of these projects, our debris management and monitoring specialists ensured adherence to FEMA, state and local requirements by the debris removal contractors, and that all work was

performed efficiently, safely and in compliance with environmental regulations. All projects involved right of way debris removal and several had waterway and other special debris issues.

In St. Bernard Parish, our crews also monitored and managed private property debris removal programs involving right of entry and hold harmless agreements with residents, and some home demolitions, as well as the removal of debris from the Parish's waterways.

## Debris Monitoring – Severe Snow Storm (DR-4051) - Massachusetts Emergency Management Agency (2011)

Witt O'Brien's completed 20 debris monitoring projects in Western Massachusetts in response to severe Halloween snow storms which generated large quantities of widely spread vegetative debris. We operated under our state-wide contract with the Massachusetts Emergency Management Agency, which allows local government agencies to enter into cooperative purchasing contracts with Witt O'Brien's without delay after a disaster occurs.

At the peak of operations, we deployed more than 700 personnel in 20 separate cities and towns in Western Massachusetts to provide debris monitoring and FEMA program support services, with a total of more than 1.7 million cubic yards of debris removed, including more than 96,000 hazardous hanging tree limbs and 4,000 leaning trees, each of which required photographs, GPS coordinates and a separate load ticket. Our services to all of these clients were comprehensive: from clearance support, truck measurements, collection and site monitoring to invoice reconciliation, site closeouts and presentation of final cost documentation for FEMA.

The table below provides a summary of each project for our various Massachusetts local government clients:

County / Town	CY	Tickets	Hangers	Leaners	Removal Costs
Agawam	160,994	3,810	2,542	62	\$5,522,774.
Chicopee	155,879	3,442	1,651	3	\$5,155,949
Holland	14,823	330	2,835	33	\$1,031,643
Holyoke	81,508	1,919	4,936	373	\$3,707,473
Lancaster	16,924	450	1,159	64	\$788,089
Longmeadow	287,746	6,859	9,479	1,146	\$11,438,941
Ludlow	84,733	2,365	2,886	61	\$3,225,178
Lunenburg	19,382	446	146	0	\$629,312
Monson	34,227	743	6,635	593	\$2,701,767
Northborough	2,498	61	940	27	\$276,533
Palmer	52,931	1,160	2,800	109	\$2,250,626
Southwick	42,304	920	1,896	113	\$1,747,249
Springfield	516,024	13,314	40,620	1,090	\$24,555,294
Sturbridge	19,178	458	4,039	79	\$1,428,338
Townsend	0	0	314	0	\$61,230
Wales	3,013	62	861	0	\$261,298
Ware	26,983	621	0	0	\$836,473
Warren	2,886	67	1,626	0	\$406,536
West Springfield	97,104	2,378	5,650	3	\$4,113,729

County / Town	CY	Tickets	Hangers	Leaners	Removal Costs
Wilbraham	107,283	2,387	5,681	337	\$4,630,713
<b>Totals</b>	<b>1,726,420</b>	<b>41,792</b>	<b>96,696</b>	<b>4,093</b>	

***“We quickly learned that we could rely on Witt O’Brien’s to navigate the maze of rules and regulations associated with the post storm debris collection. Witt O’Brien’s staff knowledge, experience, and professionalism helped the Town avoid costly mistakes that could have prolonged the recovery process.”***

***Mr. Tommy Eschete, Mayor, City of Thibodaux, Louisiana***

### **Debris Monitoring – Tornadoes (DR-1994) - State of Massachusetts (2011)**

On June 1, 2011, multiple tornados struck several counties in Central Massachusetts threatening lives, damaging homes, destroying property and creating all types of storm debris. Our statewide debris monitoring contract was activated by the Massachusetts Emergency Management Agency, allowing local governments to access our services. Our project management team coordinated with several agencies at the State Emergency Operations Center to initiate response and recovery operations to ensure that proper procedures were followed and that cost documentation was maintained correctly as emergency response work got underway.

Though Federal Disaster Declarations had not yet been issued, we began immediately providing debris monitoring and management guidance to the worst-struck areas, including the Town of Wilbraham, the Town of Monson, the County of Springfield and the Town of West Springfield. On each of these projects, we were able to maximize federal funding of debris removal and monitoring costs with no appeals required.

The table below provides a summary of each project for our various Massachusetts local government clients:

County / Town	CY	WOB Staff	Field Monitors	Removal Costs
Monson	112,289	4	20	\$4.2 million
Springfield	161,614	8	62	\$6.6 million
West Springfield	1,162	1	6	\$0.15 million
Wilbraham	99,750	5	15	\$3.2 million
<b>Totals</b>	<b>374,815</b>	<b>18</b>	<b>103</b>	<b>\$14 million</b>

**Disaster Recovery Services - School Board of Broward County, Florida (2008 – Present)**

The School Board of Broward County (SBBC) contracted Witt O'Brien's (formerly O'Brien's Response Management) to provide emergency management consulting services for their FEMA public assistance program grants. SBBC is the largest fully-accredited public school district and is the sixth overall largest public school district in the nation. SBBC encompasses 283 schools, including 138 elementary schools, 42 middle schools, 38 high schools, and 55 charter schools. Witt O'Brien's staff have assisted SBBC in gathering, reviewing, and compiling the relevant documentation for final inspection and closeout of 2004, 2005, and 2008 Project Worksheets from the aftermath of Hurricanes Frances, Jeanne, Katrina, Wilma and Tropical Storms Rita and Fay. The funds for these projects amount to the management of more than \$50 million in public assistance grants representing roughly 600 projects made up of FEMA Category A, B, E and G projects. Our responsibilities to this important client include:

- Coordinate with FEMA, State, and SBBC staff on interim site inspections which correspond to requests for versions to be written
- Work with all departments and other agencies to obtain all costs and necessary backup documentation to develop, revise, and/or submit project worksheets and closeouts to FEMA and the State of Florida DEM personnel
- Work with FEMA and the State of Florida DEM personnel to provide additional information needed to process project worksheets, requests for reimbursement, or resolve any issues and/or questions related to project worksheets
- Represent the SBBC at meetings with FEMA, State, and/or at internal department meetings;
- Write, compile, and submit appeals
- Provide comprehensive executive briefings monthly
- Provide all-inclusive grants management assistance

**Final Inspections:** Represented SBBC in the final reconciliation of 177 large FEMA Project Worksheets six declared disasters that impacted SBBC between 2004 and 2008 in compliance with 44CFR§206.205(b) regarding payment of claims for large projects. Upon the completion of final reconciliation of large projects, Witt O'Brien's represented the SBBC in working closely with the State and FEMA closeout team to reconcile documentation, conduct validation, prepare the summary of documentation and the Joint Closeout Toolkit documents for review and approval, and track the closeout version through obligation.

**Insurance Claims:** We have assisted SBBC in identifying and pursuing unclaimed insurance benefits, including:

- Nine new insurance claims formulated and submitted
- Nine resubmittals of past claims for additional funds
- \$3,225,956 additional funds recovered to date

**OIG Audit:** We supported the District with the FEMA Office of Inspector General's audit of many of their projects, including:

- 32 Project Worksheets reviewed by OIG

- Federal Funds Questioned = \$14,990,114
- Eligible Costs Supported sent back to OIG and presented to FEMA = \$15,282,611.51
- Funds Recovered by the School Board of Broward County with our assistance:
  - ◆ \$ 9,448,925 from FEMA Claims
  - ◆ \$ 3,225,956 from Insurance Claims
  - ◆ \$ 12,674,880 - total new funding secured due to Witt O'Brien's advocacy

### **Disaster Response and Recovery Services - State of Louisiana (2005 – Present)**

In the aftermath of Hurricane Katrina, the Governor's Office in the State of Louisiana retained Witt O'Brien's to provide strategic advice to the State on overall response and recovery efforts. Within 48 hours of the storm's landfall, before a contract had been formally signed our founder, James Lee Witt, led a response team into Baton Rouge. We established a functional joint operations center within 24 hours and provided essential state and local personnel with the tools needed to communicate effectively statewide.

Witt O'Brien's continues to advise the Governor, his cabinet, and other leaders on all matters concerning recovery, as well as to provide assistance in the development of policies and coordination with public and private recovery entities on all levels. In addition, our senior vice president was invited to testify before the Senate Homeland Security Subcommittee for Disasters on behalf of the State's recovery efforts.

In addition to our strategic advisory role, we provided technical assistance as a part of contributing to long-term recovery efforts. Initially, we reformed the State's emergency management structure, bringing it into line with FEMA's emergency support functions. Our staff played key roles in the design and implementation of the Louisiana Recovery Authority (LRA), the organization responsible for coordinating overall recovery efforts, establishing rebuilding priorities, receiving and distributing appropriated relief funds, and providing a single voice for the State on recovery issues. We have also served as the senior emergency management advisor for the LRA Board of Directors and as liaisons between the State and the parishes and parish presidents affected by Katrina. To bring about a more planned and coordinated recovery in southern Louisiana, we also organized and led the State's long-term community recovery planning effort in 26 parishes (over 1/3 of the State), and developed and implemented regional and statewide planning activities designed to address issues that cross jurisdictional boundaries. Other notable technical assistance efforts include:

- Establishing a joint operations center
- Implementing the Incident Command Structure and Command Center
- Providing support for local EOC operations
- Developing debris monitoring and debris management plans
- Developing the planning pilot grant program to help parishes, municipalities and institutions identify potential mitigation projects and undertake initial work to develop the projects for future mitigation grant applications
- Working with university leaders throughout the State on specific higher education disaster recovery needs

Since September of 2005, Witt O'Brien's has established and implemented the State's Public Assistance Program to maximize funding availability for Louisiana projects. We provided an initial team of nearly 190 program experts to work directly with State agencies, local governments and subdivisions, and eligible private non-profit organizations on all aspects of their public assistance program recovery efforts, involving more than 32,000 project worksheets and tens of thousands of revisions and amendments. Programmatically, we provided significant support in the development and delivery of disaster relief programs to the affected areas. We have also been credited by the State in helping them secure more than \$3 billion in funding that they believe they would not have received otherwise, through the application of our experts' experience and knowledge of past-precedent to the advantage of the State and its applicants.

## Price Proposal

### Reasonableness of Proposed Price

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#### Pre-Event Services at No Cost

Witt O'Brien's will provide a sequence of no-cost pre-event services designed to orient ourselves with a client's current level of readiness for a debris generating event and to enhance our combined capabilities through coordination and planning. After contract award, negotiations and execution.

Witt O'Brien's will provide the following services at *no cost* to the Town:

- Review existing Debris Management and Emergency Management Plans
- Annual coordination and planning "table top" exercise with removal contractors
- Review of current debris-related public information content
- Review of local ordinances and codes for emergency or disaster debris removal
- Review, analysis and development of debris removal contracts and RFPs
- Assist in review of debris removal and other emergency services proposals
- Temporary debris management site review and selection consultation
- Assist with pre-event environmental authorizations for debris management sites
- Regular updates on current FEMA policy and industry trends

#### Project Cost Control Measures

Witt O'Brien's will work closely with the Town to ensure costs are contained to a level consistent with FEMA "reasonable cost" guidelines and criteria for reimbursement by:

- Coordinating with contractors to minimize idle time and expedite debris collection
- Mapping debris to increase collection efficiencies and streamline scheduling
- Reporting inefficiencies and making recommendations for improvement
- Implementing a communication system to coordinate contractor field operations
- Consulting regularly with FEMA debris specialist to resolve issues and avoid costly project delays

## Required Positions

REQUIRED POSITION(S)		Hourly Rate(s)
1	Project Manager	\$69.00
2	Operations Manager	\$50.00
3	Field Supervisor	\$48.00
4	Field Monitor	\$32.50
5	Tower (DMS) Monitor	\$32.50
6	Load Ticket Data Entry	\$27.00
7	Data Manager	\$55.00
6	Billing/Invoice Analyst	\$55.00
REQUIRED POSITION(S)		
DISASTER DEBRIS MONITORING SERVICES		
	FEMA Grant Specialist(Debris)	\$95.00
	Health and Safety Manager	\$48.00
	GIS Analyst	\$50.00
	ADMS Specialist	\$48.00

## Other Required Position(s)

### FEMA / FHWA Program Consultant

Our FEMA / FHWA Program Consultant will serve as a cost recovery specialist who will strive to maximize funding opportunities through compliance with FEMA and FHWA guidelines and the identification of all eligible response and recovery expenses. Our Consultant will be most valuable at the beginning of the project (to estimate project costs, assist with Immediate Needs Funding requests, validate debris eligibility, ensure proper documentation of clearance and removal costs, consult with FEMA and FHWA to facilitate eligibility determinations, prepare estimated Project Worksheets and Detailed Damage Inspection Reports, etc.), and at the tail end (to finalize debris removal and disposal costs, prepare Project Worksheets and FHWA DDIR's, work with FEMA to resolve any extant issues, prepare any necessary appeals, etc.). Our priority is always to protect the client's federal funding and we are prepared to offer expert financial recovery and programmatic guidance towards that end, for the debris project or any of the Town's disaster response, mitigation, and repair and recovery projects.

### Pre-Event Services at No Cost

Witt O'Brien's will provide a set of no-cost pre-event services designed to orientate ourselves with the Town of Loxahatchee Groves' current levels of readiness for a debris generating event and to enhance our combined capabilities through coordination and planning. We will (after contract award, negotiations and execution) provide, at no cost to the Town, the following services:

- Review existing Debris Management and Emergency Management Plans
- Conduct an annual coordination and planning "table top" exercise with removal contractors

- Review of current debris-related public information content
- Review of local ordinances and codes for emergency or disaster debris removal
- Review and analysis of current debris removal contracts and RFP's for FEMA compliance
- Temporary debris management site review and selection consultation
- Assist with pre-event environmental authorizations for debris management sites
- Provide regular updates on current FEMA policy and industry trends

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 2nd  
day of February, 2016.

Witt O'Brien's LLC  
\_\_\_\_\_  
Printed Name of Corporation

Delaware  
\_\_\_\_\_  
Printed State of Incorporation

By: Elizabeth Apple  
Signature of President or other authorized officer  
Elizabeth Apple, Controller

\_\_\_\_\_  
Printed Name of President or other authorized officer

1201 15th Street, Suite 600  
\_\_\_\_\_  
Address of Corporation

Washington, DC 20005  
\_\_\_\_\_  
Town/State/Zip

202-585-0780  
\_\_\_\_\_  
Business Phone Number

(CORPORATE SEAL)

ATTEST:

By: Mackenzie Sestak  
Mackenzie Sestak, Director

State of District of Columbia

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 2nd day of February,

2016, by Elizabeth Apple (Name), Controller (Title) of

Witt O'Brien's LLC (Company Name) on behalf of the  
corporation, who is personally known to me or who has produced \_\_\_\_\_

\_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Tracy L. Archer  
NOTARY PUBLIC

Tracy L. Archer  
\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Counseled)



**NON-COLLUSIVE AFFIDAVIT**

State of TEXAS )

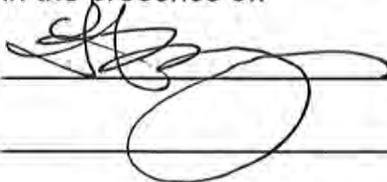
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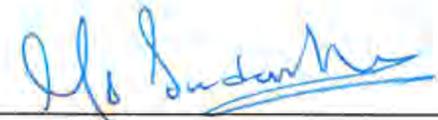
County of HARRIS )

SUDARSHAN MAGADI being first duly sworn, deposes and says that:

- (1) He/she is the OFFICER, (Owner, Partner, Officer, Representative or Agent) of WITT O'BRIEN'S LLC the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
\_\_\_\_\_

By:   
\_\_\_\_\_

SUDARSHAN MAGADI

(Printed Name)

CHIEF INFORMATION OFFICER

(Title)

ACKNOWLEDGMENT

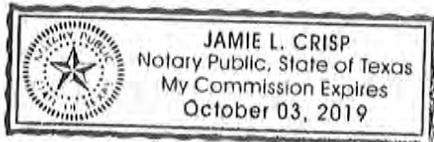
State of TEXAS  
County of HARRIS

The foregoing instrument was acknowledged before me this 2ND day of  
FEBRUARY 20 16, by SUDARSHAN MAGADI, who is  
personally known to me or who has produced \_\_\_\_\_ as  
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Jamie L. Crisp  
NOTARY PUBLIC

Jamie L. Crisp  
(Name of Notary Public: Print, Stamp,  
or Type as Counseled)



**OFFEROR'S**  
**QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Loxahatchee Groves (Town Clerk)

ADDRESS: 155 F Rd.  
Loxahatchee Groves, Florida 33470

**CIRCLE ONE**

SUBMITTED BY: WITT O'BRIEN'S LLC  
NAME: CHUCK BRANNAN  
ADDRESS: 2200 Eller Dr, Ft Lauderdale, FL 33316  
PRINCIPAL OFFICE: 1201 15th St NW, 6th Fl, Washington DC 20005

Corporation  
 Partnership  
 Individual  
 Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: Witt O'Brien's LLC  
The address of the principal place of business is: 2200 Eller Drive, Ft Lauderdale, FL 33316

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation: October 29, 2009
- b. State of Incorporation: Delaware
- c. President's name: Tim Whipple, CEO
- d. Vice President's name: Keith Forster, CFO
- e. Secretary's name: Mayte Cabada, Secretary
- f. Treasurer's name: Lisa Manekin, Treasurer
- g. Name and address of Resident Agent:

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization:
- b. Name, address and ownership units of all partners:
- c. State whether general or limited partnership:

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

3 years

a. Under what other former names has your organization operated?

O'Brien's Response Management

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

Florida Business License Number: M10000003124

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No, Witt O'Brien's has never failed to complete any work awarded to us.

9. Provide a brief summary of the system your firm uses for attracting/training staff that is used during a disaster. Give your methods for retaining these staff members from one disaster to the next.

Witt O'Brien's is committed to hiring as many local personnel as possible on our projects, to both minimize travel expenses and to spread employment opportunities locally. We attract local employees by placing ads in all available local newspapers, websites and social media sites.

10. List the additional associated services, and equipment/supplies that your company may provide.

Please see our Experience and Qualifications section of our submittal for a list of additional services and equipment/supplies that we can provide the Town in the event of an activation.

11. How does your firm typically invoice for services? Include frequency.

Witt O'Brien's generally bills on 30-day cycles and provides all backup documentation to support our costs, including time sheets, summary logs, sign-in sheets, etc. Our system is designed to satisfy FEMA requirements for documentation of costs.

12. Describe your firm's backup plan if local telecommunication towers become disabled and cell phones become inoperable.

Witt O'Brien's will utilize satellite phones in the event that telecommunication towers become disabled and/or cell phones become disabled.

13. Describe how you would manage several crews at any given time to achieve a balance of debris monitoring operations within the Town.

Witt O'Brien's will establish zones within the Town and target the zones with the greatest impact first.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature) *[Handwritten Signature]*

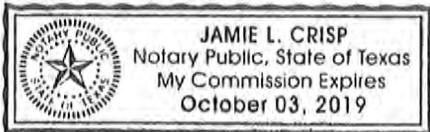
State of TEXAS  
County of HARRIS  
S

The foregoing instrument was acknowledged before me this 2ND day of FEBRUARY, 20 16, by SUDARSHAN MAGADI, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

*[Handwritten Signature]*  
NOTARY PUBLIC

Jamie L. Crisp  
(Name of Notary Public: Print, Stamp, or Type as Counseled)





# LOXAHATCHEE GROVES WATER CONTROL DISTRICT

February 23, 2016

## VIA HAND-DELIVERY

William F. Underwood, II  
Town Manager  
Town of Loxahatchee Groves  
155 "F" Road  
Loxahatchee, Florida 33470

**RE: LOXAHATCHEE GROVES PERPETUAL USE PERMIT / DISTRICT  
REIMBURSEMENT FOR MAINTENANCE MAPS**

Dear Bill:

The District completed all Maintenance Maps in accordance with the Interlocal Agreement for Town Public Recreational Trails in District Easements (ILA), as recorded in ORB 27563, Pages 824-845. The District hand-delivered to the Town recorded copies of all the Easement maps in both electronic and paper formats on December 3, 2015.

The District also hand-delivered the attached January 14, 2016 cover letter and one (1) original Perpetual Use Permit dated January 14, 2016 issued by the District to the Town as a non-exclusive permit to use, construct, and maintain certain public recreational trails within the District Easements identified in the attached Exhibit "A". As you know, the Perpetual Use Permit shall satisfy property control requirements for state grant purposes for the Town.

You made it known to me by way of the attached e-mail dated February 8, 2016 that the February 2, 2016 Town Council did not take any action on accepting the subject permit since the description included on Exhibit "A" of the Perpetual Use Permit is insufficient.

Exhibit "B" of the ILA, FORM OF DISTRICT PERMIT, provides the trails are to be identified in the attached Exhibit "A". The District "identified" the District easements as ORB and Page Numbers as shown on the attached Exhibit "A". As set forth in the attached February 11, 2016 letter from Jim Sullivan, PSM, Geospatial Project Manager with Erdman Anthony, "Referencing plat books and page numbers is an acceptable professional survey standard for legal descriptions to identify property in lieu of a metes and bounds description". In fact, the District Quit Claim Deeds to the Town for the OGEM roads and South "B" Road reference the Maintenance Maps for these roads by ORB and Page Number (legal descriptions attached).

At the February 17, 2016 Intergovernmental Coordination Committee Meeting, this subject was discussed under Item 5b of the Agenda packet. You acknowledged the Town received all the recorded maintenance maps but you were concerned about two (2) issues associated with the Maintenance Maps, one issue being the District maintenance berm along the west side of the

Palm Beach State College (PBSC) property and the other issue being a few areas that have not been maintained by the District for seven (7) consecutive years and therefore not identified pursuant to Chapter 2014-247, Laws of Florida.

Pertaining to the issue with the PBSC property and their concern regarding an equestrian trail adjacent to the west side of their property, Page 2, Section 2.3 of the aforementioned ILA stipulates "Nothing in this Agreement shall require Town to construct improvements ("Works") for Trails in Easements;" The fact that ORB Plat Book 1, Pages 154-157 includes this area as a District maintenance berm does not require the Town to utilize this area as a Recreational Trail. That would be a Town decision. The maintenance Map merely shows the areas where Recreational Trails are possible. The ultimate decision would be the Town.

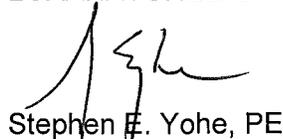
Pertaining to the issue with areas that have not been maintained by the District for seven (7) consecutive years, it was known by all parties prior to execution of the ILA that there were a few areas that did not comply with the requirements of Chapter 2014-247, Laws of Florida. This does not constitute a deficiency on the part of the District nor relieve the Town of reimbursing the District for the not to exceed amount of \$105,837.00 per Section 3.1.1. As mentioned, all Maintenance Maps were completed, recorded, and copies provided to the Town on December 3, 2015 in compliance with the ILA.

The District submitted a final request for reimbursement in the amount of \$27,683.00 to the Town on January 8, 2016. This final payment would bring the Town's total cost to \$105,721.97, slightly less than the not to exceed amount. Per Section 3.1.4, Town "will pay the invoice within thirty (30) calendar days of receipt." Therefore, final reimbursement to the District was due on February 8, 2016. The District has not received payment as of this date.

Please give this your immediate attention.

Thank you.

Very truly yours,  
LOXAHATCHEE GROVES WATER CONTROL DISTRICT



Stephen E. Yohe, PE  
District Administrator

SEY/lrb  
attachments

cc: District Board of Supervisors (with attachments)  
IGC Committee Member Ron Jarriel (with attachments)  
Mary M. Viator, Esquire (with attachments)



# LOXAHATCHEE GROVES WATER CONTROL DISTRICT

January 14, 2016

**VIA HAND DELIVERY**

William F. Underwood, II  
Town Manager  
Town of Loxahatchee Groves  
155 "F" Road  
Loxahatchee, Florida 33470

**RE: PERPETUAL USE PERMIT – RECREATIONAL TRAILS**

Dear Bill:

Attached is one (1) original Perpetual Use Permit dated January 14, 2016 to be issued by the District to the Town as a non-exclusive permit to use, construct, and maintain certain public recreational trails within the District easements identified in the attached Exhibit "A".

The Permit was approved by the District's Board of Supervisors at its January 11, 2016 regular Board meeting and has been signed by the Board Chairman.

Please ask the Town Mayor to sign the original Permit and have it witnessed and notarized. Upon execution by the Town, please contact the District office to coordinate pick-up of the original Permit from the Town office for recording. A copy of the recorded document will be provided to the Town.

Thank you for your prompt attention to this matter.

Sincere regards,  
LOXAHATCHEE GROVES WATER CONTROL DISTRICT

Stephen E. Yohe, P.E.  
District Administrator

SEY/lrb  
attachment



Message

Mon, Feb 08, 2016 10:46 AM

From: "William (Bill) Underwood, II" <wunderwood@loxahatcheegrovesfl.gov>  
 Stephen E. Yohe

To: **Lynnette R. Ballard** Stephen E. Yohe

Cc: Virginia Walton <vwalton@loxahatcheegrovesfl.gov>  
 Mike Cirullo <MCirullo@cityatty.com>

Subject: Perpetual Use Permit - Recreational Trails

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Steve,

The Town Council did not take any action on accepting the subject permit. While we appreciate the ORB plat book and pages, we would rather have a better description included therein. Exhibit A of the permit is insufficient for our use. We respectfully request that exhibit "A" reflect those identified public recreation trails (easements) through a map and legal description.

**William (Bill) F. Underwood, II**

**Town of Loxahatchee Groves, Florida**

E-mail: [wunderwood@loxahatcheegrovesfl.gov](mailto:wunderwood@loxahatcheegrovesfl.gov)  
Telephone: 561.793.2418

**EXHIBIT "A"**

**PUBLIC RECREATION TRAILS IN DISTRICT EASEMENTS**

**ORB Plat Book 1, Pages 146-153, recorded September 24, 2015**

**ORB Plat Book 1, Pages 154-157, recorded September 24, 2015**

**ORB Plat Book 2, Pages 1-68, recorded November 10, 2015**

**All Public Records of Palm Beach County, Florida**

February 11, 2016

Steve Yohe  
District Administrator  
Loxahatchee Groves Water Control District  
PO Box 407  
101 West D Road  
Loxahatchee, FL 33470

**SUBJECT: Palm Beach County Records**

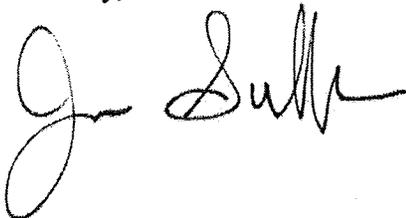
Dear Mr. Yohe:

Referencing plat books and page numbers is an acceptable professional survey standard for legal descriptions to identify property in lieu of a metes and bounds description.

Therefore, Misc. Book 1, Pages 146-153 of the Palm Beach County Records being recorded September 24, 2015, Misc. Book 1, Pages 154-157 of the Palm Beach County Records being recorded September 24, 2015, and Misc. Book 2, Pages 1-68 of the Palm Beach County Records being recorded November 10, 2015 all serve as adequate descriptions for recordation.

The aforementioned book and page numbers include all the areas identified as canal maintenance road easements that were maintained by the District in accordance with Chapter 2014-247, Laws of Florida.

Sincerely,



Jim Sullivan, PSM  
Geospatial Project Manger

ERDMAN ANTHONY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All real property interests and rights owned and held by the Loxahatchee Groves Water Control District, an independent special district of the State of Florida, in those certain tracts or areas of land which are shown and identified as the "Road Maintenance Area" on those certain Maintenance Maps filed and recorded by the Loxahatchee Groves Water Control District, including those certain easements for public roads dedicated to the public pursuant to and in accordance with Chapter 2011-257, Laws of Florida, which are shown and identified as the "Area Dedicated as Public Road Easement" and which are described in the Legal Descriptions on such Maintenance Maps, and also including those certain areas or tracts of land which are shown and identified as the "Road Maintenance Area" but are located within a portion of the 60-foot platted Right-of-Way for canals and drainage ditches and roads as shown on such Maintenance Maps, which Maintenance Maps are listed as follows:

- 1) "Loxahatchee Groves Water Control District Maintenance Map for North "A" Road from Okeechobee Blvd. to North Road Together with a Portion of North Road in Loxahatchee Groves Replat," as recorded on November 3, 2011, in Road Plat Book 10, Pages 132 to 142, inclusive, of the Public Records of Palm Beach County, Florida;
- 2) "Loxahatchee Groves Water Control District Maintenance Map for South "C" Road from Collecting Canal Road to Okeechobee Boulevard Together with a Portion of Collecting Canal Road in Loxahatchee Groves Replat," as recorded on November 3, 2011, in Road Plat Book 10, Pages 143 to 152, inclusive, of the Public Records of Palm Beach County, Florida;
- 3) "Loxahatchee Groves Water Control District Maintenance Map for North "C" Road from Okeechobee Blvd. to North Road Together with a Portion of North Road in Loxahatchee Groves Replat," as recorded on November 3, 2011 in Road Plat Book 10, Pages 153 to 165, inclusive, of the Public Records of Palm Beach County, Florida; and
- 4) "Loxahatchee Groves Water Control District Maintenance Map for North "D" Road from Okeechobee Blvd. to North Road Together with a Portion of North Road in Loxahatchee Groves Replat," as recorded on November 3, 2011, in Road Plat Book 10, Pages 166 to 178, inclusive, of the Public Records of Palm Beach County, Florida.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All real property interests and rights owned and held by the Loxahatchee Groves Water Control District, an independent special district of the State of Florida, in and to those certain tracts or areas of land located within that certain "Loxahatchee Groves Water Control District Maintenance Map for South "B" Road from 1031+/- Feet South of Collecting Canal to Okeechobee Blvd. in Loxahatchee Groves Replat," as recorded on September 18, 2015, in Road Plat Book 11, Pages 150 to 153, inclusive, of the Public Records of Palm Beach County, Florida, which are described as follows:

- i. those certain public road right-of-way easements dedicated to the public pursuant to and in accordance with Chapter 2014-246, Laws of Florida, which are shown and identified as the "Area Dedicated as Public Road Easement," and which are described in the "Legal Description of South "B" Road Additional Dedication" listed on said Maintenance Map; and
- ii. those certain areas of land which are shown and identified as being within the "Edge of Graded and Traveled Road" area of land, and which are also located within a portion of the 60-foot platted right-of-way for roads and for canals and drainage ditches shown on said Maintenance Map.