

**RESOLUTION NO. 25-06-51**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING CONTINUING SERVICES AGREEMENT; FISCAL YEAR 2024-2025 BUDGETED EXPENDITURES FROM EARLY ALERT INC. FOR EMERGENCY MANAGEMENT CONSULTING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Islamorada, Village of Islands ("Village") requires a vendor to provide emergency management consulting services; and

**WHEREAS**, on February 28, 2025, the Village issued Request for Proposals (RFP) 25-02 to solicit proposals from qualified contractors to provide the Emergency Management Consulting Services ("Consulting Services"); and

**WHEREAS**, following the competitive bidding process, on May 6, 2025, the Village Council adopted Resolution 25-05-32 which approved the committee's recommendation and selection of Early Alert Inc. to perform the Consulting Services; and

**WHEREAS**, the Village Council finds that approval of a Fiscal Year 2024-2025 not to exceed amount of \$67,000.00 for the Consulting Services from Early Alert Inc. is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Agreement.** The Village Council hereby approves the Agreement for the Consulting Services, as set forth in Exhibit "1" attached hereto.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized execute and deliver the Agreement in substantially the same form as set forth in Exhibit 1 hereto.

**Section 4. Approval of Fiscal Year Expenditures.** The Village Council hereby approves an amount not to exceed Sixty-Seven Thousand Dollars (\$67,000.00) for the Consulting Services from Early Alert Inc.

**Section 5. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for the Emergency Management Consulting Services from Early Alert for Fiscal Year 2024-2025.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**Remainder of this page intentionally left blank.**

Motion to adopt by Deb Gillis, second by Anna Richards

**FINAL VOTE AT ADOPTION  
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Sharon Mahoney	<u>Yes</u>
Vice Mayor Don Horton	<u>Yes</u>
Councilwoman Anna Richards	<u>Yes</u>
Councilman Steve Friedman	<u>Yes</u>
Councilwoman Deb Gillis	<u>Yes</u>

**PASSED AND ADOPTED THIS 10th DAY OF JUNE, 2025**

  
SHARON MAHONEY, MAYOR

ATTEST:

DocuSigned by:  
  
008DA9A9B2704D5  
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGALITY FOR THE USE AND BENEFIT  
OF ISLAMORADA, VILLAGE OF ISLANDS:

Signed by:  
  
302BFAA7FDD417  
JOHN J. QUICK, VILLAGE ATTORNEY



## **AGREEMENT**

THIS IS AN AGREEMENT, dated the 12<sup>th</sup> day of June 2025, between:

ISLAMORADA, VILLAGE OF ISLANDS  
a Florida municipal corporation, hereinafter "VILLAGE,"

and

EARLY ALERT, INC.,  
a corporation organized and existing under the laws of the State of Florida, hereinafter  
"CONSULTANT."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONSULTANT agree as follows:

### ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of and prepared a solicitation for an experienced independent CONSULTANT to provide Emergency Management Consulting Services (the "Services"), pursuant to a Request For Proposals No. 25-02 dated February 28, 2025 ("RFP No. 25-02").

1.2 On March 20, 2025, the Village received a Proposal from CONSULTANT for in response to RFP No. 25-02 for the Services.

1.3 VILLAGE and CONSULTANT desire to enter into an Agreement for the provision of the Services as set forth in RFP No. 25-02.

1.4 The Village Manager is authorized to execute an agreement with CONSULTANT for services related to the scope of work set forth in RFP No. 25-02 and in the CONSULTANT's Proposal, which is attached hereto as Exhibit "A".



ARTICLE 2  
SCOPE OF WORK

2.1 The CONSULTANT shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work described in Exhibit "A".

2.2 CONSULTANT hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the Services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.3 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this Agreement shall be subcontracted by CONSULTANT, unless CONSULTANT obtains prior written consent from the VILLAGE. Approved subconsultants shall be subject to each provision of this Agreement and CONSULTANT shall be responsible and indemnify the VILLAGE for all subconsultants' acts, errors or omissions.

ARTICLE 3  
TIME FOR COMPLETION

3.1 The CONSULTANT shall commence the Services as directed by VILLAGE. CONSULTANT shall complete work in a timely manner.

3.2 The Services will be provided on an as-needed basis. For each specific project, the VILLAGE will issue a Task Order specifying the type of work to be provided under Exhibit "A" and CONSULTANT will submit a detailed quote, in accordance with the fee schedule provided in the Proposal, which must be reviewed and approved by the Village prior to commencement of work on such project.

3.3 Such Task Order shall provide a timeline for the project including the proposed number of days to begin the work after a Task Order has been executed and the best estimate of the number of calendar days to complete the project.

ARTICLE 4  
CONTRACT SUM, GUARANTEES AND WARRANTIES

4.1 The VILLAGE hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, for work completed in accordance with the Exhibit "A" and as directed by VILLAGE. Prices for work completed by the CONSULTANT shall be as reflected in Exhibit "A" and as set forth for each Task Order.

4.2 The VILLAGE will make payments to CONSULTANT for completed and proper work and in the amounts stated in each Task Order and in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4.3 The CONSULTANT shall guarantee all portions of the work under each Task Order against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The CONSULTANT shall specify warranty duration and guidelines, inclusions and exclusions for all products in each quote provided for a Task Order.

4.5 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONSULTANT other than those arising from requirements of the specifications.

4.6 CONSULTANT is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-CONSULTANTS and subCONSULTANTS, suppliers and labors.

#### ARTICLE 5 CONSULTANT'S LIABILITY INSURANCE

5.1 The CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONSULTANT allow any Subconsultant to commence work on his sub-contract until all similar such insurance required of the subconsultant has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the Services. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Employers' Liability Insurance \$1,000,000 Accident:
  - a. \$1,000,000 Disease, policy limits
  - b. \$1,000,000 Disease each employee
- c) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- d) Automobile Liability Insurance - \$1,000,000 per Occurrence (Owned, non-owned and hired vehicles) \$1,000,000 Combined Single Limit; and
- e) Pollution Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate.

5.6 The CONSULTANT shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONSULTANT's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage as it deems necessary depending upon the exposures. If the VILLAGE requires any additional insurance coverage that exceeds limits stated in section 5.5, the VILLAGE agrees to compensate CONSULTANT for any additional cost required to bind additional coverage.

#### ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Agreement, the CONSULTANT shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

#### ARTICLE 7 CONSULTANT'S INDEMNIFICATION

7.1 The CONSULTANT agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONSULTANT further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters.

7.2 The CONSULTANT agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONSULTANT's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

7.4 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

#### ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

#### ARTICLE 9 NONDISCRIMINATION

9.1 During the term of this Agreement, the CONSULTANT shall not discriminate against any of its employees or applicants for employment because of their race, color, sex, religion, disability, national origin, ancestry, sexual orientation, familial status, age, genetics or any other protected characteristic as established by local, state or federal law.

#### ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2

of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT  
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto with the information provided in Section 10.1.

#### ARTICLE 11 TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of VILLAGE and shall be delivered by CONSULTANT to VILLAGE.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for an initial period of three (3) years with two (2) one (1) year extensions in the VILLAGE's sole discretion, which extension shall be automatic unless the CONSULTANT is otherwise notified.

#### ARTICLE 12 CONTRACT DOCUMENTS

12.1 CONSULTANT and VILLAGE hereby agree that the following Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONSULTANT's Proposal and VILLAGE Purchase Requisition as set forth and incorporated into this Agreement as Exhibit "A"; and all other exhibits thereto. In the event there is a conflict between the terms of the RFP, CONSULTANT'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 13  
MISCELLANEOUS

13.1 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 a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONSULTANT shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

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

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.



**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.**

13.5 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE, upon the end of the Term or upon termination of the Agreement such documents shall be provided to the VILLAGE if not already in its possession.

13.6 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.7 E-Verify. CONSULTANT shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONSULTANT, CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.

13.8 Scrutinized Companies.

- a. CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as

identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., VILLAGE may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

13.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the VILLAGE designate the following as the respective places for giving notice:

VILLAGE:	Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
Copy To:	Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
CONSULTANT:	Mr. William Wagner, Co-Owner/President Early Alert, Inc. 194 Rowland Hollow Rd., Liberty, TN 37095

#### 13.10 Foreign Gifts and Contracts.

- a. Pursuant to section 286.101(3), Florida Statutes, the CONSULTANT shall disclose in any manner required by section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. If the CONSULTANT fails to make such



disclosure it may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation. The CONSULTANT represents and warrants it has complied with Fla. Stat. sec. 286.101, it has properly disclosed to VILLAGE before submission of its proposal, such interests, contracts, grants, or gifts and it will remain in compliance with Fla. Stat. 286.101 for any duration of any Agreement.

- b. Further, where the amount of the Agreement is for services costing \$100,000.00 or more, the CONSULTANT shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in section 268.101, Florida Statutes. The CONSULTANT represents and warrants that it has complied with section 286.101, Florida Statutes, it has properly disclosed to VILLAGE before submission of its proposal such interests, contracts, grants or gifts, and it will remain in compliance with section 286.101, Florida Statutes for the duration of this Agreement.

13.11 Noncoercive Conduct For Labor. The CONSULTANT has comply with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the CONSULTANT execute the Affidavit attached to the Proposal, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

13.12 Public Entity Crimes. By its execution of this Agreement, the CONSULTANT acknowledges that it has been informed by VILLAGE of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

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

13.13 Discriminatory Vendor List. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or the CONSULTANT under a contract with any public entity; and may not transact business with

any public entity. By execution of this Agreement, the CONSULTANT represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

13.14 Federal Provisions. The VILLAGE and CONSULTANT shall comply with the applicable terms of Exhibit "B" Federal Provisions, which is attached hereto and incorporated herein.

13.15 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.

13.16 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

13.18 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.19 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.20 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.21 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

13.22 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

Signed by:  
By: Ron Saunders  
70DC6F73F08C460...  
Village Manager

**AUTHENTICATION:**

DocuSigned by:  
Marne K. McGrath  
008BA9A9B2704D5...  
Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY

Signed by:  
[Signature]  
362BFAA7FDD0417...  
John J. Quick, Interim Village Attorney

**CONSULTANT**

**WITNESSES:**

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

By: [Signature]

Print Name: William A Wagner III

Title: President, Early Alert, Inc.

Date: 6-16-25


**ATTEST:**

\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA )  
COUNTY OF Pinellas )

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12 day of June, 2025 (year) by Ron Saunders (name of person making the statement) as Manager (title) of Village of Islamorada (company name), who X is personally known to me or    has provided Florida Driver's License as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

## EXHIBIT "A"

### SCOPE OF SERVICES DESCRIPTION FROM RFP NO. 25-02

AND

### ATTACHED PROPOSAL OF CONSULTANT

#### **SCOPE OF SERVICES**

Emergency management consultant services to be provided may include, but not be limited to the following: emergency management and disaster recovery services, continuity of operations (COOP) and continuity of government (COG) planning, all hazard training, planning and preparedness, incident management support teams, technical, administrative and training support to assist the Village with damage assessment, disaster recovery project estimation, project worksheet (PW) development, grant management, appeals, FEMA force account and small and large project document assembly, and federal procurement requirements review, etc.

All work and support will be in concert and compliant with Florida Statutes 252, Florida Division of Emergency Management, including the Florida Recovery Obligation Calculation (F-ROC), FEMA National Planning Frameworks, the National Incident Management System, Comprehensive Preparedness Guide (CPG) 101, FEMA's Public Assistance Program and Monroe County's Comprehensive Emergency Management Plan (CEMP).

The Scope of Services may include any or all of the following:

**a) Emergency Planning Services:**

The Village may need expert consulting services to develop or update emergency management plans at the direction of Village personnel. These plans may consist of, but are not limited to:

- Update to the existing Village CEMP
- Update the Tropical Cyclone Annex
- Update the Debris Management Plan
- Update/develop COOP (Continuity of Operations Plan)
- Hazard mitigation planning and project grant management
- Other mission-specific plans, checklists, standard operating procedures, etc., that will make the Village better prepared to respond and recover from an emergency.

**b) All Hazard Training and Exercises:**

At the direction of Village staff and planning stakeholders, provide the design, facilitation, and evaluation of various emergency management training and exercise needs to prepare staff for emergencies, including but not limited to emergency planning, preparedness, position-specific ICS positions training, Emergency Operations Center (EOC) Functions, recovery operations, mass

casualty incidents, active shooter, unified command, and other targeted emergency management and public safety trainings and exercises. All training and exercises that the proposer can provide must follow FEMA and HSEEP framework and requirements and any grant requirements if applicable.

**c) Incident Management/EOC Support Team Services:**

These services will allow the Village to maintain continuity of government and continuity of operations while effectively managing the incident/disaster. When requested, the Consultant will provide staff support in the way of:

- Operations, Planning, Logistics, and Finance - Section Chiefs, Branch Directors and Division/Group Supervisors
- Recovery - Short-term recovery operations support
- Logistics support
- In the field management and personnel to assist with points of distribution, disaster recovery centers, shelters, or other emergency operations.

Other technical assistance needed in the field, department, or EOC may be needed before, during, or after an emergency, including being located in the Village EOC before a tropical cyclone landfall if required.

EXHIBIT "B"

FEDERAL CONTRACT PROVISIONS

(The following clauses apply to this Agreement to the extent allowed by Florida law)

**A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))** During the performance of the contract, CONSULTANT shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may

be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. CONSULTANT will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

**B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))**

When applicable, CONSULTANT shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONSULTANT shall pay wages not less than once per week.

**C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))**

When applicable, CONSULTANT shall comply with the Copeland "Anti-Kickback" Act (40

U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONSULTANT and CLIENT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CLIENT must report all suspected or reported violations to the appropriate Federal agency.

1. CONTRACTOR. The CONSULTANT shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

2. Subcontracts. The CONSULTANT or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.



3. Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)**

When applicable, Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))**

When applicable, if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))**

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

**H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)**

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at [www.SBA.gov](http://www.SBA.gov) and [www.MBDA.gov](http://www.MBDA.gov).

**J. ENERGY EFFICIENCY AND CONSERVATION**

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

**K. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I))**

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the Certification Regarding Lobbying Form within three business days of CLIENT's request.