



KEY LARGO FIRE RESCUE & EMERGENCY MEDICAL SERVICES DISTRICT

Seat 1: Tony Allen; Seat 2: Frank Conklin; Seat 3: Kenny Edge; Seat 4: George Mirabella; Seat 5: Danny Powers

DISTRICT MEETING AGENDA¹ [DRAFT]

April 22, 2024

Members of the public who wish to comment on matters before the District Board may do so in person at 1 East Drive, Key Largo, Florida or online. Members of the public who virtually participate in the meeting must mute themselves until called upon to speak. Virtual Meeting Link: <https://us06web.zoom.us/j/86268176300?pwd=eWtMajI4Snh0cDZ5RngxTk5VDdCZz09#uaccess>
Password: 33037.

1. AGENDA

- 1a. *Call to Order*
- 1b. *Pledge of Allegiance*
- 1c. *Roll Call*

2. APPROVAL OF AGENDA & MINUTES

- 2a. *Approval of April 22, 2024 District Meeting Agenda*
- 2b. *Approval of the March 25, 2024 Draft Amended District Meeting Minutes*

3. PUBLIC COMMENT

4. CHAIRMAN REPORT

5. SECRETARY REPORT

6. OLD BUSINESS

- 6a. *DISCUSSION: Status of Clerk Position/Applicants*
- 6b. *DISCUSSION: Invoice of Jack Bridges, Esq.*
- 6c. *DISCUSSION/APPROVAL: Donation of Used Bunker Gear*
- 6d. *DISCUSSION: Proposal Remodeling/Replacing Countertops/Desks at Station 25*
- 6e. *DISCUSSION: Approval to Attend June 10-13 FASD Annual Meeting [Mirabella]*

7. NEW BUSINESS

- 7a. *DISCUSSION/APPROVAL: Purchase of MES Extrication Equipment [Jones]*
- 7b. *DISCUSSION/APPROVAL: Approval of Currie Sowards Aguila Architects Agreement for Design Services [Smits]*

8. LEGAL REPORT

¹Amended to include Discussion/Approval Item No. 7b.



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9. **FINANCE REPORT**

10. **AMBULANCE CORPS REPORT**

- 10a. ***KLEMS March Statistics***
- 10b. ***KLEMS March 2024 Meeting Agenda/Minutes***
- 10c. ***KLEMS March 2024 Treasurer's Report***

11. **FIRE DEPARTMENT REPORT**

- 11a. ***KLVFD March Statistics***
- 11b. ***KLVFD Performance Report***

12. **COMMISSIONER ITEMS**

13. **NEXT MEETING**

- May 6, 2024 District Meeting (if required)***
- May 6, 2024 Strategic Planning Workshop***
- May 20, 2024 District Meeting (if required)***
- May 20, 2024 Strategic Planning Workshop***

14. **ADJOURN**

DOCUMENTS

- Al 2b. March 25, 2024 Draft Amended District Meeting Minutes*
- Al 7a. MES Quote*
- Al 10a. KLEMS March Statistics*
- Al 10b. KLEMS March 2024 Meeting Agenda/Minutes*
- Al 10c. KLEMS March 2024 Treasurer's Report*
- Al 11a. KLVFD March Statistics*
- Al 11b. KLVFD March Performance Report*

*Persons who wish to be heard shall send submit a
Speaker Request Form to the Chairman or request to speak via Zoom.*

2b



AMENDED¹ DISTRICT MEETING AGENDA [DRAFT]

March 25, 2024

Members of the public who wish to comment on matters before the District Board may do so in person at 1 East Drive, Key Largo, Florida or online. Members of the public who virtually participate in the meeting must mute themselves until called upon to speak. Virtual Meeting Link: <https://us06web.zoom.us/j/86268176300?pwd=eWtMajI4Snh0cDZ5RngxTk5VDdCZz09#uaccess>
Password: 33037.

1. AGENDA

1a. *Call to Order*

Chairman Allen called to order the February 26, 2024 District Meeting at 6:01 PM.

1b. *Pledge of Allegiance*

Commissioner Mirabella led the Pledge of Allegiance.

1c. *Roll Call*

Carol Greco called the roll. The following Commissioners were present: Tony Allen, George Mirabella, Kenny Edge and Danny Powers. There was a quorum.

Also present in person or via Zoom were Carol Greco, Roget Bryan, Scott Robinson, David Garrido, C.J. Jones and Don Bock.

2. APPROVAL OF AGENDA & MINUTES

2a. *Approval of March 25, 2024 Amended District Meeting Agenda*

Commissioner KE made a ***motion to approve the*** March 25, 2024 Amended District Meeting Agenda. Commissioner FC seconded, and the Board unanimously passed the motion.

2b. *Approval of the February 26, 2024 Draft Amended District Meeting Minutes*

Commissioner KE made a ***motion to approve the Corrected Amended February 26, 2024*** District Meeting Minutes. Commissioner FC seconded, and the Board unanimously passed the motion.

¹ Amended to add Discussion/Approval item under Legal



3. PUBLIC COMMENT

None

4. CHAIRMAN REPORT

None

5. SECRETARY REPORT

None

6. OLD BUSINESS

6a. DISCUSSION: Status of Clerk Position/Advertising/Misuse of "Clerk" Title [Mirabella]

Discussions were had regarding the status of advertisement of the Clerk's position in local papers; confirmation of position being full-time (37.5-40 hours a week). Requested Board to review the current job description in an effort to minimize for the purposes of advertising. List in state website (information to be provided).

To date, there were three applicants for review to board; bring back to next meeting to further discussion on applicants.

7. NEW BUSINESS

7a. DISCUSSION/APPROVAL: Purchase of 20 SCBA Bottles [Jones/Tucker]

Capt. Jones led a discussion on the request to purchase 20 SCBA Bottles. Hydro testing is performed every five year; some of the current inventory did not pass the test; short on bottles due to the purchase of new trucks. The bottles have an approximate 15 year lifespan. If they fail hydro testing cannot use.

Commissioner Powers made a motion **to approve the Purchase of 20 SCBA Bottles**. Commissioner Conklin seconded, and the Board unanimously passed the motion.

7b. DISCUSSION/APPROVAL: Invoice of Jack Bridges, Esq. [Mumper]

Lt. Mumper came before the Board for approval of payment of Jack Bridges' invoice for services rendered on behalf of R. Blesser during the time Mr. Bridges' represented the Fire Department. Discussions were had regarding the ramifications of payment. Move item to Old Business for next meeting.



7c. DISCUSSION/APPROVAL: Purchase of Bunker Gear [Johnson]

Ms. Johnson led a discussion regarding a request of \$37,623 for purchase of new bunker gear. This item is budgeted. The Department can donate old gear to other agencies/countries in need; accumulated a few sets; bring to board for approval to donate.

Commissioner Powers made a **to approve the Purchase of Bunker Gear**. Commissioner Conklin seconded, and the Board unanimously passed the motion.

8. LEGAL REPORT

8a. DISCUSSION/APPROVAL: Key Largo Fire & EMS District RFP 2024-001 [Bryan]

Attorney R. Bryan advised the Board the RFP is ready to go; received no feedback from commissioners. A comprehensive solicitation is prepared; post on demand; put out to bid. Scope of services from J. Johnson was incorporated into RFP; feasibility studies adopted to fit our configuration. Can make any changes.

Capt. Jones commented on the Engle audit; some was duplicative; essentially then same audit with additional parts to feasibility study. Performance review; state mandated.

Commissioner Powers made a motion **to approve the study**. Commissioner Conklin seconded, and the Board unanimously passed the motion.

8b. DISCUSSION: Update on RFQ 2023-003 [Bryan]

Attorney Bryan provided an updated on RFQ 2023-003. The Proposal needs to be broken up; design services first; based on discussions proposed; separate services/scope of work. Put a contract together for winning bidder, Currie Sowards, for approval a next meeting. The Board will need to designate a contact to work with Currie Sowards.

Currie Sowards' focus for now will be on design drawing elements; design phase services; schematic and plans only; make the number for engineering services small for schematic. Subsequent site plan approval; design development; construction; bidding/permitting/ limited construction administration; as project moves forward, we can address additional scope of work.

9. FINANCE REPORT

M. Johnson received the audit report, which came back clean.



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10. AMBULANCE CORPS REPORT

10a. ***KLEMS February Statistics***

S. Robinson advised there were 181 calls; 101 transported. A citizen fell at their residence requiring being airlifted; grateful for the services rendered by the responding personnel.

10b. *KLEMS February 2024 Meeting Agenda/Minutes*

10c. *KLEMS February 2024 Treasurer's Report*

11. FIRE DEPARTMENT REPORT

11a. ***DISCUSSION/ACTION: Tiles/Formica Countertops at Station 25 [Bock/Mumper]***

11b. ***KLVFD February Statistics***

11c. ***KLVFD Performance Report***

D. Bock led a discussion regarding Station 25 requesting the remodeling of countertops. Officers are concerned about sharing desks/cabinets. They would like to remove the desks attached to walls and replace them with three separate desks for personnel use; relocate furniture. Keep costs to a minimum. Can we reach out to State of Florida regarding desk purchase from state prisoners? The firefighters would undertake removing countertops. May need a painter for touchups to walls; currently in budget. Will bring a proposal to next meeting.

Three firefighters were interview; all passed testing/interviews. Orientation is schedule for Saturday with start dates of second week in April. Received 10 volunteer applications. Testing on April 6th.

12. COMMISSIONER ITEMS

12a. ***DISCUSSION/APPROVAL: Ethics Training [Mirabella]***

Commissioner Mirabella led a discussion was had regarding ethics training through FASD for approximately \$20; state may be changing requirement to annual training. Personal responsibility to complete training; work to obtain link to provide commissioners for training.

12b. ***DISCUSSION: Addition of Hyperlinks into Minutes [Mirabella]***

Commissioner Mirabella inquired as to how we can hyperlink documents on the agenda so that same may be accessed within minutes.



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12c. DISCUSSION: EMS By-Laws [Mirabella]

Commissioner Mirabella made inquiry regarding readmission to EMS service after member left service. S. Robinson provided he believes there is nothing in the by-laws that would indicate an individual cannot reapply, take a test and go through the process of becoming a member of the EMS team.

12d. DISCUSSION: FASD Annual Meeting – June 10-13 in Orlando Training [Mirabella]

Commissioner Mirabella commented on the upcoming FASD Annual Meeting. Any commissioner can attend; however, funding limits the attendee to one person in the district. Conceptionally a number could attend, if it is just training. Paid by individual going and then reimbursed. Is this something that can be obtained online? Come up with policies to alternate attendees. Bring back to next meeting for approval attendance.

Commissioner Allen commented on the turnaround time to respond to emails, text messages; that some Board members have outside employment which does not always allow for the immediate response to emails, text message, etc.

Attorney Bryan further commented on the recent fire boat discussion; that this is a specific appropriation request that did get into both the house and senate for budget. This now awaits the governor's trim process of the appropriations before him.

13. NEXT MEETING

April 8, 2024 District Meeting (if required)

April 22, 2024 District Meeting

Commissioner Powers made a ***motion to cancel*** the April 8, 2024 District Meeting, unless required. The next meeting will be April 22, 2024. Commissioner Conklin seconded, and the Board unanimously passed the motion.

14. ADJOURN

Commissioner Edge made a ***motion to adjourn*** the meeting at 7:22 PM. Commissioner Powers seconded, and the Board unanimously passed the motion.

7a



(877) 637-3473

Quote

Quote # QT1804913
Date 03/28/2024
Expires 04/30/2024
Sales Rep Winkler, Thomas P
Shipping Method FedEx Ground
Customer KEY LARGO FIRE RESCUE (FL)
Customer # C48895

Bill To

KEY LARGO FIRE RESCUE
 1 East Drive
 Key Largo FL 33037
 United States

Ship To

Chris Jones
 KEY LARGO FIRE RESCUE
 1 EAST DRIVE
 Key Largo FL 33037
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
272499000-1			S 799 E3 Cutter - TOOL ONLY-(E3F) Hurst; battery-operated, saltwater submersible rescue tool with Turbo. NFPA cut rating A9 B9 C9 D9 E9 F5	1	\$13,265.00	\$13,265.00
271477000-1			SP 777 E3 Spreader - TOOL ONLY-(E3F) Hurst; battery-operated, saltwater submersible rescue tool with Turbo; 32 inch	1	\$14,105.00	\$14,105.00
274487000-1K			CR 522 E3 (Tool Only + Extension)-(E3F) Hurst ram; battery-operated, saltwater submersible rescue tool with Turbo; 71 inch with extensions	1	\$10,270.00	\$10,270.00
273449000-1			SC 758 E3 Combi - TOOL ONLY-(E3F) Hurst; battery-operated, saltwater submersible rescue tool with Turbo; 19 inch spreader; NFPA cut rating A8 B9 C9 D9 E9 F5	1	\$14,020.00	\$14,020.00
90-53-18			E3 9Ah Saltwater battery Hurst	8	\$955.00	\$7,640.00
90-53-37			eWXT/E3 Charger 110-240V Hurst 110-volt AC, single slot	4	\$556.00	\$2,224.00
541C066			C-Frame Ram Support LK841509190 structural support for all Hurst rams	1	\$851.00	\$851.00
541C059			HURST Jaws of Life Ram Claw Set includes small and large claw	1	\$1,135.00	\$1,135.00
101C085			Spreader Stability Plate Kit Hurst	1	\$1,305.00	\$1,305.00
81-67-20			Chain Set (KSV 11) fits all Hurst SP spreaders	1	\$1,080.00	\$1,080.00
PP-HED-S799-EWXT			Horizontal Bracket for Hurst eDraulics S799EWXTcutter & E3 cutter	1	\$280.00	\$280.00
PP-HED-SP777-EWXT			Horizontal Bracket for Hurst eDraulics SP777EWXT spreader &E3 spreader	1	\$295.00	\$295.00
PP-HED-R521-EWXT			HORIZONTAL / FLAT / VERTICAL mounting bracket for Hurst eDraulics R521 EWXT Submersible Ram & E3 Ram also fits all R522EWXT and R522E3 rams	1	\$280.00	\$280.00
PP-HED-SC758-EWXT			Horizontal Bracket for Hurst eDraulics SC758ewxt combi & E3 combi	1	\$295.00	\$295.00
CTC-6002			TeleCrib Truck Kit Rescue 42 Includes: (2) long struts, (2) short struts, (4) ratchet straps, (1) screw jack head, (1) A-Frame head, (1) spike foot, (1) hook cluster, (1) cinch ring, (1) spare strut pin, (1) spare base pin, (1) large accessory bag, (1) instructional DVD.	1	\$6,269.00	\$6,269.00



QT1804913



(877) 637-3473

Quote

Quote # QT1804913
 Date 03/28/2024

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
CTC-503			TeleCrib Strut Jack Rescue 42 Includes: (1) lifting jack, (1) base pin, (1) ball detent pin, (1) safety pin	2	\$1,310.00	\$2,620.00
CTC-504			Ratchet Strap: 27' long, grab hooks on both ends Rescue 42	2	\$103.50	\$207.00
CTC-521			Heavy Chain:3/8"X20',Grade 70,Grab Hooks,6600LB Working Head Rescue 42	2	\$141.50	\$283.00
CTC-505			Hook Cluster: Large J, Mini J, Hammerhead T Rescue 42	1	\$170.00	\$170.00
Price quote meets or exceeds the discount required by Lake County contract 22-730G.						

Quote prepared by MES Rescue Tool Specialist TOM WINKLER

Please call or email to order: 727-808-5344; twinkler@mesfire.com

Price quote meets or exceeds the discount required by Lake County contract 22-730G.

Subtotal \$76,594.00
Shipping Cost \$890.00
Tax Total \$0.00
Total \$77,484.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1804913

7b

AGREEMENT FOR DESIGN SERVICES

This Agreement is made on the __ day of _____, 2024 (the “Effective Date”), by and between the **Key Largo Fire and Emergency Medical Services District**, P.O. Box 1023, Key Largo, FL 33037 (the “District”) and **Currie Sowards Aguila Architects**, 185 NE 4th Avenue, Suite 101, Delray Beach, FL 33483 (the “Firm”) (collectively, the “Parties”) as follows:

WHEREAS, the District issued Request for Qualifications No. 23-003 (the “RFQ”) seeking qualifications from qualified firms to perform design services related to a 2nd floor addition and expansion of Fire Station No. 24 according to the specifications set forth in the RFQ (the “Project”); and

WHEREAS, on February 13, 2024, Firm submitted its Qualifications to perform all phases and aspects of the Project, as those phases and aspects are set forth in the RFQ; and

WHEREAS, Florida Statutes § 287.055 (the Consultant’s Competitive Negotiation Act or CCNA), requires public agencies seeking such services to rank solicitation responses without regard to price, and to thereafter attempt to negotiate an acceptable agreement with the top ranked firm; and

WHEREAS, the District ranked Firm as the most qualified responder and subsequently successfully negotiated this Agreement; and

WHEREAS, the District Board finds that it is in the best interests of the District and its residents to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Firm shall perform all services required by the District to complete the Project, as the Project is set forth in the RFQ, using the means and methods set forth in Firm’s response and as required by the standards of Firm’s professional licensure, and pursuant to all of the terms and conditions set forth in the RFQ and this Agreement. Firm agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, it shall employ, retain, and assign only qualified personnel to provide such services.
2. Administration of the Agreement. The District, acting through its District Manager, will designate one or more individuals to administer this Agreement on the District’s behalf, including but not limited to receiving and approving all reports and records from the Firm and reviewing and inspecting the Firm’s work. Notwithstanding the foregoing, neither the assigned contract administrator nor any other District official or agent shall have the authority to waive, amend, or otherwise alter any term of condition of this Agreement. Amendments may only be accomplished as provided for herein, and changes in the scope of the Project must be requested by a formal written change order request, which shall be subject to approval of the District Manager or District Board.
3. Incorporation by Reference; Order of Precedence. The agreement between the Parties includes the following documents (collectively the “Contract Documents”):
 - This Agreement
 - The District’s RFQ (incorporated herein and attached hereto as **Attachment A**)
 - The Firm’s submission of qualifications and pricing (incorporated herein and attached hereto as **Attachment B**)

Notwithstanding any term in the Contract Documents to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the RFQ and Firm's submission. In the event of any irreconcilable conflict between the terms of the RFQ and the Firm's submission, the RFQ shall prevail.

4. Effective Date and Termination of the Agreement. Notwithstanding the actual dates of execution, this Agreement shall become effective on the Effective Date. This Agreement may be terminated for convenience at any time by either Party. In the event the District elects to terminate this Agreement prior to Firm's completion of the Project, the District shall pay for all work performed through the date of termination upon Firm's submission of a final invoice which invoice is not timely disputed by the District.
5. Commencement and Completion of the Work. Firm agrees to commence its work on the Project on the date(s) provided by the District's contract administrator, and to complete all work on or before [Date Inserted by District after coordination with Firm].
6. Contract Budget; Invoice; Payment and Disputes. The District shall pay the Firm according to the rates set forth in the Firm's response, but cumulatively no more than \$*****.00 (the Contract Budget) for the Firm's performance of the Project. Payment shall be made based upon submission of a monthly comprehensive and itemized statement of charges for the services performed and rendered by Firm during the preceding month. Statements are due on or before the fifteenth of each month. The monthly statement of charges shall be in such form and supported by such documentation as may be required by District. Disputes regarding the invoice shall be resolved in the manner set forth in Florida Statutes § 218.76.
7. Qualifications.
 - a. Firm agrees to obtain and maintain throughout the term of this Agreement all such licenses as are required to do business in the State of Florida and in Monroe County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by Firm pursuant to this Agreement.
 - b. Firm agrees that its senior staff, subconsultants, and subcontractors who will perform any services under this Agreement are subject to the District's reasonable approval. The listing of design professionals and Firm's senior staff, subconsultants and subcontractors (if any) who have been assigned to provide the services required under this Agreement are as set forth in Firm's submission. None of the senior staff, subconsultants, and subcontractors identified therein shall be removed by Firm without the District's prior approval (such approval not to be unreasonably withheld), and if so, removed shall be immediately replaced with a person or firm reasonably acceptable to the District. Firm further agrees, within fourteen (14) calendar days of receipt of a written request from the District, to promptly remove and replace its representative, or any other personnel employed or retained by Firm, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by Firm to provide and perform any of the services pursuant to the requirements of this Agreement, whom the District shall request in writing to be removed, which request may be made by the District with or without cause.
 - c. Firm represents to the District that it has expertise in the type of professional services that will be required under this Agreement. Drawings shall be prepared in electronic AutoCAD format and any textual Project documents shall be prepared as an electronic Word document per the District's technology standards. By execution of this Agreement, Firm acknowledges it has received the most recent version of the District's standards (as they may relate to the Project) as of the date of this Agreement and will follow, observe, and design in accordance with the standards, requirements, and conventions set forth therein. The Firm agrees that all services to be provided by it pursuant to this Agreement shall be subject to the District's reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over

the services to be provided and performed by the Firm hereunder. In the event of any conflicts in these requirements, Firm shall promptly notify the District of such conflict in writing and utilize its best professional judgment to resolve the conflict. The District's approval of any design documents in no way relieves Firm of its obligation to deliver complete and accurate documents necessary for successful completion of the Project.

8. Public Records Act Compliance. The Firm shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Firm shall:

- (a) Keep and maintain public records required by the District to perform the Services provided hereunder.
- (b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the District.
- (d) Upon completion of the Agreement, transfer, at no cost, to the District all public records in the possession of the Firm or keep and maintain public records required by the District to perform the service. If the Firm transfers all public records to the District upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

If the Firm fails to comply with the requirements in this Section, the District may enforce these provisions in accordance with the terms of this Agreement. If the Firm fails to provide the public records to the District within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM SHOULD CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (305-664-4675), EMAIL (CGRECO@FLORIDA-LAW.COM) OR MAIL (ATTN: CAROL GRECO, KLFEMS DISTRICT CLERK C/O) VERNIS & BOWLING 81990 OVERSEAS HWY. #300, ISLAMORADA, FL 33036).

9. Notices. All notices given pursuant to this Agreement shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the Party's address listed in the introductory paragraph, to the attention of the Party officers executing this Agreement below.

10. Representations and Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule, or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

11. Miscellaneous.

- a. Firm acknowledges that the District may contract with a construction manager or contractor to perform work based on Firm's work product who, if retained, shall be responsible for any construction identified (hereinafter referred to as "Construction Contractor"). If Construction Contractor is retained, Firm agrees to cooperate with Construction Contractor with respect to Construction Contractor's delivery of its work and services to the District. Also, in such event, Firm agrees to incorporate, whenever reasonably practicable and consistent with good design, and after the District's written approval, all suggestions or recommendations timely made by Construction Contractor with respect to any design submitted by Firm.
- b. Firm agrees, for both it and all of its subconsultants and subcontractors, to comply with all of the District's rules and regulations with respect to safety and security at the District's facilities, including the District's drug program, as said rules and regulations may be modified and amended by the District from time to time. Firm expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, Firm shall comply with any rules or regulations implemented by the District in order to comply with the Jessica Lunsford Act. Firm certifies that no person or subconsultant will be assigned to work on any work pursuant to this contract that poses any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor, or property of the District. Further, Firm agrees to hold harmless the District and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor, or property of the District by Firm's employees or subconsultants assigned to do work pursuant to this contract.
- c. Firm shall be responsible for obtaining and reviewing all geological reports obtained by the District with respect to the Project. Firm's design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event Firm has any questions or concerns about the contents of any such reports, Firm shall notify the District in writing within three (3) days of Firm's receipt of any such geological reports. Firm and the District will attempt to mutually resolve any such questions or concerns.
- d. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- e. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same, nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

- f. No assignment of this Agreement or any right or responsibility occurring under this Agreement shall be made in whole or in part by the Firm without the express written consent of the District. The District shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Firm. Any assignment of this Agreement made by the Firm without the express written consent of the District shall be null and void and shall be grounds for the District to declare a default of this Agreement.
- g. The laws of the State of Florida shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Monroe County, Florida. Venue shall lie exclusively in Monroe County.
- h. In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees, and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- i. The Firm shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Firm's officers, employees, agents, or subcontractors, or the delivery of the Firm's Services to District.
- j. In case any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- k. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- l. This Agreement only provides rights and remedies for the District and Firm. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- m. Ownership and License of Documents and Intellectual Property; Maintenance of Records.
 - (1) All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for Firm, or otherwise provided to the District, pursuant to this Agreement shall be Project Documents. To the extent they have any such rights, Firm and its consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.
 - (2) Firm shall grant, and hereby does grant, the District an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the Firm has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as the District reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, and (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project.

- (3) Firm shall obtain from each of Firm's consultants, subconsultants, contractors, subcontractors, and representatives (jointly Firm's Consultants) either an assignment from the Consultant to the District of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from Firm's Consultant to the District, granting the District the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the Firm's Consultant has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as the District reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, and (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project.
- (4) Firm shall grant, and hereby does grant the District an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license (i) to design, conceptualize, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document, and (ii) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by Firm or Firm's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.
- (5) All licenses granted herein or pursuant to this Agreement are worldwide, perpetual, and irrevocable and shall continue even in the event this Agreement is terminated for any reason. In the event of any such termination, Firm hereby consents to any use of any and all Project Documents by any replacement architects, contractors, Firms, or other professionals retained by the District; provided, however, Firm shall not be liable for any of the design work performed by such replacement architects, Firms or other professionals and the District agrees to indemnify and hold Firm harmless from any such liability.
- (6) Firm, upon reasonable request by the District, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by the District to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights the District has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to the District.
- (7) Firm shall, upon reasonable request by the District, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by the District, provide to the District (i) reproducible copies of all Project Documents, (ii) written copies of all licenses and assignments obtained by Firm from Firm's Consultants and (iii) a written license from Firm to the District. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. Firm shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify the District in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by Firm, the hard paper copy shall control.
- (8) The District shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein or pursuant to this Agreement to another party without the prior written agreement of the Firm; provided, however, that the District may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of

the Project, or a subsequent owner of any portion the Project without Firm's prior consent. Further, the District shall be permitted to authorize contractors, Firms, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents, and architects to reproduce applicable portions of the Project Documents as appropriate to and for use in connection with the completion of the Project or the District's exercise of any right or license granted herein or pursuant to this Agreement.

(9) Firm hereby represents and warrants that all Project Documents, architectural works, or other works developed, authored, or provided to the District pursuant to this Agreement shall be original in the Firm or the Firm's Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. Furthermore, to the fullest extent permitted by law, Firm shall indemnify, protect and hold harmless the District, its officers, directors, contractors and employees of any of them (collectively "Indemnitees") from and against all costs, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Project Document, architectural work, or other work developed or authored by Firm or Firm's Consultants, or provided to the District by Firm, pursuant to this Agreement infringes any intellectual property right, including without limitation copyright, of any person. This indemnification shall be deemed part of the Project specifications and to fully comply with Florida Statutes § 725.06, as amended. If any word, clause, or provision of this section is determined not to be in compliance with Florida Statutes § 725.06, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this indemnification obligation complies fully with Florida Statutes § 725.06 in all respects. Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

(10) Firm shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by Firm for a minimum of three (3) years from the date of termination of this Agreement, or such longer period of time as may be required by law, whichever is later. The District, or any duly authorized agents or representatives of the District, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.

(11) The records specified above include accurate time records, which Firm agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of Firm in performing the services and therein specifying the services performed by each, with all such time records to be kept within one-half of an hour. At the request of the District, Firm shall furnish to the District any of the aforesaid time records, as well as invoices or proofs showing Firm's incurrence and/or payment of any reimbursable expenses.

n. Indemnification, Preservation of Immunity. Each Party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying Party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the

Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise, or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise, or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Pursuant to Florida Statutes § 725.06(1), the indemnification provided for above shall be limited to the insurance limits set forth in this Agreement. Nothing herein shall be interpreted as a waiver by the District of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the District expressly reserves these rights to the full extent allowed by law.

- o. Insurance. During the term of this Agreement Firm shall provide, pay for, and maintain, with companies satisfactory to the District, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by Firm, Firm has delivered to the District properly executed Certificates of Insurance, using the modified ACCORD form, which is attached hereto as **Attachment C**, evidencing the fact that Firm has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the District, on a timely basis, if requested by the District. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given the District of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Firm shall also notify the District, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Firm from its insurer, and nothing contained herein shall relieve Firm of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverage of Firm shall be primary to any insurance or self-insurance program carried by the District applicable to this Agreement. The acceptance by the District of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the District that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement. All insurance companies from whom Firm obtains the insurance policies required hereunder must meet the following minimum requirements:

- (1) The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
- (2) The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.
- (3) The insurance company must have an A. M. Best policyholder rating of either "A+", "A", or "A-".
- (4) The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

- p. Scrutinized Companies. Pursuant to Florida Statutes § 287.135, the Firm is not eligible to enter, or renew, this Agreement if:
- (i) The Firm is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Firm engages in business operations in Cuba or Syria; or
 - (iii) The Firm is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725) or is engaged in a boycott of Israel.

By entering into this Agreement, the Firm certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Firm acknowledges that it will carry out a certification to this effect at the time it executes this Agreement.

The Firm shall notify the District if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Firm to the District within ten (10) days of the date of such occurrence.

In the event the District determines, using credible information available to the public, that the Firm has submitted a false certification or that Firm is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the District may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Firm, pursuant to Florida Statutes § 287.135. In addition, the District may pursue any and all other legal remedies against the Firm.

- q. Compliance with Laws. The Firm shall comply with all applicable laws, including but not limited to laws related to workplace safety, public contracting ethics, and laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Davis Bacon Act, Americans with Disabilities Act, and the Fair Labor Standards Act.
- r. Immigration Compliance; E-Verify. Firm acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Firm's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any subcontractors authorized by the District. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Firm shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Firm's contract with the District cannot be renewed unless, at the time of renewal, Firm certifies in writing to the District that it has registered with and uses the E-Verify system. If Firm enters into a contract with a subcontractor, the subcontractor must provide the Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Firm shall maintain a copy of such affidavit for the duration of the contract. If Firm develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Firm shall terminate the contract with the subcontractor. If the District develops a good faith belief that Firm has knowingly violated Florida Statutes §

448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States), District shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

- s. Waiver of Claims. Firm's acceptance of final payment for services provided under this Agreement shall constitute a full waiver of any and all claims by it against the District arising out of the service delivery or otherwise related to those services, except those previously made in writing and identified by Firm as unsettled at the time of the final payment. Neither the acceptance of Firm's services nor payment by the District shall be deemed to be a waiver of any of the District's rights against Firm.
- t. No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.
- u. Merger. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
- v. Applicable Law; Attorney Fees; Venue. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing Services funded by the United States government. Any litigation between the parties hereto, whether arising out of any claim or arising out of this Agreement or any breach thereof, shall be brought, maintained, and pursued only in the Sixteenth Judicial Circuit in and for Monroe County. In the event of litigation (including appellate proceedings) between the Parties related to the interpretation or enforcement of this Agreement, the Parties agree that each shall bear its own attorney fees and costs of action notwithstanding the outcome of such litigation. Venue of any such litigation between the Parties hereto shall lie and be only in the appropriate State courts of the State of Florida's Sixteenth Judicial Circuit in and for Monroe County, Florida. For purposes of jurisdiction and venue, the Parties agree that this Agreement is entered into in Monroe County, Florida. **IN ADDITION, THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION INVOLVING THIS AGREEMENT.**
- w. Amendment. No modification or change in this Agreement shall be valid or binding upon the Parties unless in writing and executed by an authorized representative of the Party or Parties intended to be bound by it.
- x. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

THIS SPACE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Key Largo Fire and EMS District

Currie Sowards Aguila Architects

By: _____
Tony Allen, Chairman

By: _____
Jess M. Sowards, AIA, President

ATTACHMENT A

**KEY LARGO FIRE & EMS DISTRICT
RFQ NO. 2023-003**

Key Largo Fire & EMS District

REQUEST FOR QUALIFICATIONS

RFQ NO. 23-003: FIRE STATION 24 DESIGN

The Key Largo Fire and Emergency Medical Services District (hereinafter the “Fire District” or “KLFEMS”), is requesting qualifications from Florida-registered, licensed professional architectural and engineering firms or teams to design a 2nd floor addition and expansion of Fire Station No. 24. Responses to this solicitation will be accepted by the KLFEMS until:

Tuesday, February 13, 2024 at 3:00 p.m.

Responses should be submitted by mail, hand delivery or express mail in a sealed envelope with the respondent’s name and return address. The outside of the envelope/box used for the sealed proposals should be marked as follows:

“DO NOT OPEN”

“RFQ NO. 23-003: DESIGN SERVICES FOR FIRE STATION NO. 24 EXPANSION”

Firm’s Name and Address

Responses should be mailed or delivered to:

ATTN: CAROL GRECO, KLFEMS DISTRICT CLERK
C/o VERNIS & BOWLING
81990 OVERSEAS HWY. #300
ISLAMORADA, FL 33036

Tel: (305) 664-4675

Email: cgreco@florida-law.com

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

Any and all questions concerning this Request for Qualifications should be in writing and emailed to Carol Greco at cgreco@florida-law.com by January 25, 2024.

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

ANTICIPATED SCHEDULE OF EVENTS*

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

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFQ	December 15, 2023
Pre-Submittal Meeting	January 10, 2024 at 10:00 AM E.S.T.
Last day for questions/clarification	January 25, 2024 by 3:00 PM E.S.T.
Last day for addendum to be posted	January 30, 2024 by 3:00 PM E.S.T.
Submission deadline	February 13, 2024 at 4:00 PM E.S.T.
Bid Opening	February 15, 2024 at 3:00 PM E.S.T.

Recommendation for Award First available Fire District Board meeting

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

Please note that the KLFEMS District, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all responses received pursuant to this RFQ 23-003, re-advertise RFQ 23-003, waive informalities, and the KLFEMS District may enter into a contract determined, in the sole discretion of the KLFEMS District, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

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

RFQ NO. 23-003: DESIGN SERVICES FOR FIRE STATION NO. 24 EXPANSION

1. **PROJECT DESCRIPTION**

- 1.1 The Key Largo Fire and EMS District is requesting qualifications from Florida registered, licensed professional architectural and engineering firms or teams to design a second-floor addition to Fire Station No. 24, located at Parcel ID: 00505750-000100 at 1 East Drive, Key Largo, Florida 33037. Firms interested in providing Architectural and Engineering Services (A/E) should have proven experience designing fire stations.
- 1.2 This project scope includes an approximately 4,000 sf second floor addition on top of the existing roof structure of Fire Station No. 24. There will also be interior renovations to the ground floor to update the program requirements with the addition of the second floor. The second floor will house the sleeping quarters, kitchen/living, and laundry facility. The ground floor will remain the administrative offices with the addition of a presentation / training space. The exterior will include the restriping and expansion of the existing parking lot to accommodate an accessible path to the entry. Structural work will consist of the design of the second story on the existing roof structure. MEP work will include the relocation and replacement of fixtures and grills on the ground floor as well as new systems throughout the second floor.
- 1.3 Prohibition Against Contracting With Scrutinized Companies. Pursuant to Florida Statutes § 287.135, Firms responding to this solicitation must certify that the Firm is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Additionally, the Firm must certify that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. The District shall have the option to terminate its contract with the Firm if the
- 1.4 Firm is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or if the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 1.5 Trade Secrets. The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available

to persons other than those selected by the owner to have access thereto for limited purposes.

- 1.6 However, the District will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to District solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.
- 1.7 While the District will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the District, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.
- 1.8 In the event any record is requested under the Public Records Act, procurement staff will consult with the District’s legal counsel and, if District’s legal counsel agrees with the designation, the District will assert the exemption and redact the relevant materials. If the District’s counsel disagrees with the designation, District staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The District notes that absent some unusual justification, a bidder’s or proposer’s contract price shall not constitute a trade secret.

2. SCOPE OF SERVICES

2.1 Anticipated services include, but are not necessarily limited to providing:

2.2 PHASE I: PRELIMINARY DESIGN

2.2.1 Program Development

- Work with District staff to develop space needs for the expanded Fire Station No. 24.
- Evaluate the project site with regard to the following key factors:
 - Traffic impacts on station response time and surrounding properties;
 - Ingress and egress to the site, including fire apparatus turn radius and access to bay doors of the proposed fire station;
 - Size and shape of the parcel;
 - Zoning; and
 - Cost.

2.2.2. Phase I Deliverables

- Conceptual site and building schematic design for 2nd floor addition to Fire Station No. 24
- Estimated construction costs for 2nd Floor addition to Fire Station No. 24 based on preliminary design

2.3 PHASE II: DESIGN

- Cost development to maintain project budget
- Prepare Design Development Documents
- Prepare Cost Documents
- Conduct any associated geo-technical exploration, topographic survey, sub-surface and

- underground locates related to construction
- Assist the District in completing applications to obtain any applicable agency permits

2.3.1. 30% Design Development and Submittal

- Develop Table of Contents for the proposed technical specifications
- Develop preliminary Fire Station site plan
- Develop 30% probable construction cost

2.3.2. 60% Design Development and Submittal. The 60% submittal package will be prepared and submitted to the District for review and comment. The submittal will include Drawings, Technical Specifications, construction schedule, and the Engineer's 60% Opinion of Probable Construction Cost.

2.3.3. 90%-100% Design Phase. This Submittal package will be prepared and submitted to the District. The submittal will include Drawings, Technical Specifications, updated construction schedule, and the Engineer's Opinion of Probable Construction Cost.

3. REQUIREMENTS

3.1 Firms must meet the following requirements:

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

4. STATEMENT OF QUALIFICATIONS SUBMITTAL FORMAT

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

“DO NOT OPEN”

“RFQ NO. 23-003: DESIGN SERVICES FOR FIRE STATION NO. 24 EXPANSION”

Firm’s Name and Address

- 4.3 Firms may also respond to this solicitation electronically via www.DemandStar.com
- 4.4 Responses to this solicitation shall be printed on one side of paper, in no less than 11-point font. Submissions of more than 50 pages will not be disqualified; however, clarity, conciseness, and brevity of this document will be an evaluation criterion.
- 4.5 The RFQ Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

- 4.6 All RFQ Packages must include the following component sections:

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

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

- 4.7.1 The cover letter shall be signed by the President or officer of the responding Firm or, if joint venture, the President/Officer from each member of the joint venture must sign. The cover letter should provide the following:
 - Full legal company name;
 - Physical street address and mailing address if different than street address (include location address of office that will perform the services under this Contract);
 - Primary company phone and fax numbers and email address;
 - Company type, i.e., Corporation, Partnership, etc.;
 - Listing of Officers;
 - Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
 - Brief description of business philosophy; and
 - Reason for interest in submitting a response to this solicitation.

4.7.2 Delegation of Authority

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

If the individual signing the required forms for this RFP is not an officer of the firm, the

Respondent must provide, with the submitted proposal, a Letter of Delegation of Authority listing agents of the Respondent authorized to negotiate on behalf of and contractually bind the Respondent.

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

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

- 4.8.1 In this section, Respondents shall provide documentation to fully demonstrate the experience, education, and abilities of any personnel that shall be performing work under this contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Respondent for services similar in size, scope, and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Respondent.
- 4.8.2 Also in this section, Respondents shall complete and submit the following attachments to fully demonstrate the firm's qualifications and resources:
- **Attachment "A": Company Organizational Chart.** Submit an Organization Chart reflecting the organization of the company.
 - **Attachment "B": Licenses and Certifications.** Complete and submit information on all required and applicable licenses, permits and certifications held by the Respondent as well as Key Personnel.
 - **Attachment "C": Team Organizational Chart.** Submit a team organization chart that demonstrates the hierarchy of the Key Personnel that will be responsible for completion of the required services, including names, titles, and organization of the proposed team members.
 - **Attachment "D": Key Personnel.** Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief comprehensive resumes should be provided for each staff member listed.
 - **Attachment "E": Proposed Sub-Consultants.** submit information to demonstrate the qualifications and experience of Sub-Consultants proposed to perform any portion of work specified herein by completing all information. Brief comprehensive resumes, including any and all licenses/certifications held, should be provided for each Sub-Consultant listed. All proposed Sub-Consultants are subject to approval by the District.

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

- 4.9.1 In this section, Respondents shall submit a written narrative describing any and all contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein. Respondents must include the type of services performed, timeframe of performance, whether the contract was renewed/extended.
- 4.9.2 Respondents must also complete and submit **Attachment "F": Similar Projects.** Project References shall provide a list of five (5) project references from individuals, firms, or agencies that have contracted with the respondent to perform services of similar size and scope as those described herein. The information required must include reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References should include the primary contacts for the projects listed in

the narrative submitted in this section. References shall be checked District staff for any Respondent the District enters negotiations with, to verify the capability to perform the work, and responsibility to fulfill the requirements of the contract.

4.10 **Section 4: Approach to Services & Methodology**

4.10.1 **Proposed Approach & Methodology.** In this section of the package, Respondents shall provide a written narrative describing the proposed approach and methodology for performing the services required for this project. The narrative must provide a synopsis of the respondent's understanding of the scope of services and the intent of the project. Briefly describe the approach the firm intends to take to successfully complete a quality and timely project using the most cost-effective solutions and best practices. Respondents should include in this section the Firm's approach to project cost control.

4.10.2 **Proposed Design Schedule (Limit 2 pages – size 11” x 17” paper may be used for this section only).** Submit a proposed design schedule that includes all elements of design through provision of complete construction documents, including permitting.

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

4.11 **Section 5: Performance, Quality Control, & Cost Control**

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

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

4.12 **Section 6: Administrative Information**

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

- **Attachment “H”: Sworn Statement on Public Entity Crimes;**
- **Attachment “I”: Conflict of Interest Disclosure;**
- **Attachment “J”: Affidavit of Financial Solvency;**
- **Attachment “K”: Claims, Liens, & Litigation;**
- **Attachment “L”: Certificate of Insurance; and**
- **Copies of all Acknowledged (signed) Addenda (as posted).**

5. **DETERMINATION OF RESPONSIVENESS**

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

5.2 The District reserves the right to waive any minor formality or irregularity in any submission by a Firm.

However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

6. EVALUATION OF STATEMENTS OF QUALIFICATIONS

- 6.1 All submissions that are determined to be responsive to the requirements of this RFQ will be evaluated by an Evaluation Committee of no less than three (3) District representatives.
- 6.2 Evaluators will review and score the responsive submissions individually, with no interaction or communication with any other individual.
- 6.3 The District Evaluation Committee members will individually rank Firms from highest to lowest in each of the specific evaluation criteria listed below.

Evaluation Criteria:

- Company & Staff Qualifications
 - Related Experience and References
 - Approach to Services & Methodology
 - Performance, Quality Control & Cost Control
- 6.4 Respondents will be assigned a score that is the sum of their rank in each category by each Evaluation Committee member.
 - 6.5 At a public meeting of the District Evaluation Committee, members will discuss submissions and submit their completed evaluation forms. Firms will be assigned a “score” based on the sum of each committee member’s rank on their evaluation sheet. The lowest score will yield the Respondent with the highest overall ranking.
 - 6.6 The District Evaluation Committee will produce a shortlist of no less than three of the highest-ranked for interviews and presentations. These shortlisted firms will be notified of the required information that must be included in any presentation. The Evaluation Committee will then rank the interviews and presentations with the shortlisted firms to determine the top-ranked firm.
 - 6.7 The District Evaluation Committee may consider any evidence available regarding financial, technical, and other qualifications or abilities prior to final ranking.

7. RECOMMENDATION FOR AWARD

- 7.1 Recommendation shall be made to the District Board by staff to enter into negotiations with only the highest ranked firm as determined by the District Evaluation Committee, with the intention of coming to an agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.
- 7.2 The number one ranked firm will be submitted to the District Board for authorization/approval to enter into negotiations, and upon successful negotiations, award, and execution of a contract (contract subject to approval of District Board). In the event that negotiations are unsuccessful, and an agreement cannot be reached with the top ranked firm, staff will cease negotiations, and begin negotiations with the second ranked firm. This process will continue until such time as an agreement can be reached, or the District, in its sole discretion, determines that moving to a subsequent firm would not be in the best interest of the District.
- 7.3 The District reserves the right to reject any or all qualifications packages, waive minor formalities or award to/negotiate with the firm whose qualifications package best serves the interest of the District.

8. GENERAL INSTRUCTIONS

- 8.1 The contents of a Firm's response to this solicitation may become incorporated into, and a part of, its resulting Contract with the District.
- 8.2 Responses to this solicitation must be typed with the exception of physical signatures. All corrections made by submitting Firms prior to the opening shall be initialed and dated by the Firm. No changes or corrections will be allowed after the solicitation deadline.
- 8.3 **Questions.** Any questions concerning the RFQ should be directed in writing to Carol Greco, District Clerk at cgreco@florida-law.com no later than January 25, 2024. Only the responses of the above-identified District official shall be binding, and Firms are advised that no other source of information as to this RFQ is authorized, and no other District official is authorized to explain or interpret the RFQ or to respond to questions related thereto. Responses to all appropriately submitted questions shall be made by way of the issuance of one or more Addenda/Addendum, which shall be published on the District's website under Public Notices and on www.demandstar.com by January 30, 2024.
- 8.4 DURING THE PERIOD BETWEEN THE ISSUANCE OF THIS RFQ AND THE AWARD OF ALL CONTRACTS TO RESULT THEREFROM, RESPONDERS OR POTENTIAL RESPONDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSES OR POTENTIAL RESPONSES WITH ANY MEMBER OF THE DISTRICT BOARD OR DISTRICT STAFF EXCEPT UPON THE EXPRESS WRITTEN APPROVAL OF THE PERSON DESIGNATED IN SECTION 8.3 ABOVE.

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

9. TERMS AND CONDITIONS:

- 9.1 The successful Firm shall not discriminate against any person in accordance with Federal, State or Local Law.
- 9.2 It is the sole responsibility of the submitting Firm to ensure proposals are received at the proper place on or before the time and date required, and in the format stated.
- 9.3 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 9.4 The District does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability, or any other reason prohibited by law.

- 9.5 By submitting a response to this solicitation, the submitting entity thereby agrees that it consents to the District contacting any parties referenced in the entity's response including, but not limited to, all project owners and references.
- 9.6 The form of agreement the District intends to use in awarding contracts pursuant to this RFQ is attached hereto as **Exhibit 1: Agreement for Design Services**. By submitting a response to this solicitation, the submitting entity acknowledges and agrees that, while the negotiation process will allow for requests to revise any portion of the form of agreement, the District does not anticipate, and will not favor, substantial revisions to the terms stated therein.
- 9.7 By submitting a response to this solicitation, the submitting entity acknowledges the lobbying prohibitions set forth herein, agrees to ensure its officers, employees, agents, attorneys, and lobbyists understand these prohibitions, and agrees that should it, or any officer, employee, agent, attorney, or lobbyist on its behalf, violate such prohibitions, the submitting entity shall be disqualified from further consideration.

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**REQUIRED SUPPLEMENTAL INFORMATION
CHECKLIST**

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

**REQUEST FOR QUALIFICATIONS (RFQ) NO.: 23-003:
DESIGN SERVICES FOR FIRE STATION NO. 24 EXPANSION**

COVER PAGE

SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL ON USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:

**ATTN: CAROL GRECO, KLFEMS DISTRICT CLERK
C/o VERNIS & BOWLING
81990 OVERSEAS HWY. #300
ISLAMORADA, FL 33036**

**Tel: (305) 664-4675
Email: cgreco@florida-law.com**

FULL LEGAL NAME OF COMPANY: _____

DATE: _____

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

AUTHORIZED COMPANY REPRESENTATIVE

Printed Name & Title

Phone Number

ATTACHMENT “A”:

COMPANY ORGANIZATIONAL CHART

(Attach or insert copy here)

ATTACHMENT “B”:

LICENSES & CERTIFICATIONS

In the space below, each Respondent shall list all current licenses and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license and/or certification listed below to his proposal as instructed.

License/Certificate/ Pre-Qualification	License #	Issuing Agency	Expiration Date
State of Florida Architectural License			

ATTACHMENT “C”:

TEAM ORGANIZATIONAL CHART

(Attach or insert copy here)

ATTACHMENT “D”:

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

Employee	Title	# Years Employed	Total # Years Experience

ATTACHMENT "E":

PROPOSED SUB-CONSULTANT LIST

Each Respondent shall provide any and all subconsultants or major materials suppliers proposed to perform any portion of work specified herein. Attach brief comprehensive resumes, including any and all licenses/certifications held. All proposed sub-consultants are subject to approval by the District.

Division of Work	Name and Address of Sub-Consultant

ATTACHMENT "F":

SIMILAR PROJECT REFERENCES

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

REFERENCE 1.

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

REFERENCE 2.

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

REFERENCE 3.

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

REFERENCE 4.

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

REFERENCE 5.

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

ATTACHMENT "G":

MOST RECENTLY COMPLETED PROJECTS

PROJECT 1

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

PROJECT 2

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

PROJECT 3

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

PROJECT 4

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

PROJECT 5

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

ATTACHMENT “H”:

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

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

1. This sworn statement is submitted to _____

(print name of public entity)

by _____

(print individual’s name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is _____

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

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

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

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

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

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

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

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2024.

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

State of Florida

District of _____

My commission expires:

(Notary Public)

ATTACHMENT "I":

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: **RFQ No 23-003: Design Services For Fire Station No. 24 Expansion.**

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: _____

Authorized Representative(s): _____
Signature

Print Name/Title

Signature

Print Name/Title

ATTACHMENT "J"

AFFIDAVIT OF SOLVENCY

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

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

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

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

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

Notary Public

My commission expires:

ATTACHMENT "K":

CLAIMS, LIENS, LITIGATION

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

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: _____

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

2. List all pending litigation and or arbitration.

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

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

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

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

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

If not, please explain why?

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

Liquidated Damages

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

(Use additional or supplemental pages as needed)

ATTACHMENT “L”:

CERTIFICATE OF INSURANCE

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

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

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

(Attach or insert copy of “Certificate of Insurance” here)

EXHIBIT 1:

AGREEMENT FOR DESIGN SERVICES

AGREEMENT FOR DESIGN SERVICES

This Agreement is made on the __ day of _____, 2024 (the “Effective Date”), by and between the **Key Largo Fire and Emergency Medical Services District**, P.O. Box 1023, Key Largo, FL 33037 (the “District”) and _____, [ADDRESS] (the “Firm”) (collectively, the “Parties”) as follows:

WHEREAS, the District issued Request for Qualifications No. 23-003 (the “RFQ”) seeking qualifications from qualified firms to perform design services related to a 2nd floor addition and expansion of Fire Station No. 24 according to the specifications set forth in the RFQ (the “Project”); and

WHEREAS, on _____ 2024, Firm submitted its Qualifications to perform all phases and aspects of the Project, as those phases and aspects are set forth in the RFQ; and

WHEREAS, Florida Statutes § 287.055 (the Consultant’s Competitive Negotiation Act or CCNA), requires public agencies seeking such services to rank solicitation responses without regard to price, and to thereafter attempt to negotiate an acceptable agreement with the top ranked firm; and

WHEREAS, the District ranked Firm as the most qualified responder and subsequently successfully negotiated this Agreement; and

WHEREAS, the District Board finds that it is in the best interests of the District and its residents to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Firm shall perform all services required by the District to complete the Project, as the Project is set forth in the RFQ, using the means and methods set forth in Firm’s response and as required by the standards of Firm’s professional licensure, and pursuant to all of the terms and conditions set forth in the RFQ and this Agreement. Firm agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, it shall employ, retain, and assign only qualified personnel to provide such services.
2. Administration of the Agreement. The District, acting through its District Manager, will designate one or more individuals to administer this Agreement on the District’s behalf, including but not limited to receiving and approving all reports and records from the Firm and reviewing and inspecting the Firm’s work. Notwithstanding the foregoing, neither the assigned contract administrator nor any other District official or agent shall have the authority to waive, amend, or otherwise alter any term of condition of this Agreement. Amendments may only be accomplished as provided for herein, and changes in the scope of the Project must be requested by a formal written change order request, which shall be subject to approval of the District Manager or District Board.
3. Incorporation by Reference; Order of Precedence. The agreement between the Parties includes the following documents (collectively the “Contract Documents”):
 - This Agreement
 - The District’s RFQ (incorporated herein and attached hereto as **Attachment A**)
 - The Firm’s submission of qualifications and pricing (incorporated herein and attached hereto as **Attachment B**)

Notwithstanding any term in the Contract Documents to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the RFQ and Firm’s

submission. In the event of any irreconcilable conflict between the terms of the RFQ and the Firm's submission, the RFQ shall prevail.

4. Effective Date and Termination of the Agreement. Notwithstanding the actual dates of execution, this Agreement shall become effective on the Effective Date. This Agreement may be terminated for convenience at any time by either Party. In the event the District elects to terminate this Agreement prior to Firm's completion of the Project, the District shall pay for all work performed through the date of termination upon Firm's submission of a final invoice which invoice is not timely disputed by the District.
5. Commencement and Completion of the Work. Firm agrees to commence its work on the Project on the date(s) provided by the District's contract administrator, and to complete all work on or before [Date Inserted by District after coordination with Firm].
6. Contract Budget; Invoice; Payment and Disputes. The District shall pay the Firm according to the rates set forth in the Firm's response, but cumulatively no more than \$*****.00 (the Contract Budget) for the Firm's performance of the Project. Payment shall be made based upon submission of a monthly comprehensive and itemized statement of charges for the services performed and rendered by Firm during the preceding month. Statements are due on or before the fifteenth of each month. The monthly statement of charges shall be in such form and supported by such documentation as may be required by District. Disputes regarding the invoice shall be resolved in the manner set forth in Florida Statutes § 218.76.
7. Qualifications.
 - a. Firm agrees to obtain and maintain throughout the term of this Agreement all such licenses as are required to do business in the State of Florida and in Monroe County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by Firm pursuant to this Agreement.
 - b. Firm agrees that its senior staff, subconsultants, and subcontractors who will perform any services under this Agreement are subject to the District's reasonable approval. The listing of design professionals and Firm's senior staff, subconsultants and subcontractors (if any) who have been assigned to provide the services required under this Agreement are as set forth in Firm's submission. None of the senior staff, subconsultants, and subcontractors identified therein shall be removed by Firm without the District's prior approval (such approval not to be unreasonably withheld), and if so, removed shall be immediately replaced with a person or firm reasonably acceptable to the District. Firm further agrees, within fourteen (14) calendar days of receipt of a written request from the District, to promptly remove and replace its representative, or any other personnel employed or retained by Firm, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by Firm to provide and perform any of the services pursuant to the requirements of this Agreement, whom the District shall request in writing to be removed, which request may be made by the District with or without cause.
 - c. Firm represents to the District that it has expertise in the type of professional services that will be required under this Agreement. Drawings shall be prepared in electronic AutoCAD format and any textual Project documents shall be prepared as an electronic Word document per the District's technology standards. By execution of this Agreement, Firm acknowledges it has received the most recent version of the District's standards (as they may relate to the Project) as of the date of this Agreement and will follow, observe, and design in accordance with the standards, requirements, and conventions set forth therein. The Firm agrees that all services to be provided by it pursuant to this Agreement shall be subject to the District's reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the services to be provided and performed by the Firm hereunder. In the event of any conflicts in these

requirements, Firm shall promptly notify the District of such conflict in writing and utilize its best professional judgment to resolve the conflict. The District's approval of any design documents in no way relieves Firm of its obligation to deliver complete and accurate documents necessary for successful completion of the Project.

8. Public Records Act Compliance. The Firm shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Firm shall:
- (a) Keep and maintain public records required by the District to perform the Services provided hereunder.
 - (b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the District.
 - (d) Upon completion of the Agreement, transfer, at no cost, to the District all public records in the possession of the Firm or keep and maintain public records required by the District to perform the service. If the Firm transfers all public records to the District upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

If the Firm fails to comply with the requirements in this Section, the District may enforce these provisions in accordance with the terms of this Agreement. If the Firm fails to provide the public records to the District within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM SHOULD CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (305-664-4675), EMAIL (CGRECO@FLORIDA-LAW.COM) OR MAIL (ATTN: CAROL GRECO, KLFEMS DISTRICT CLERK C/O) VERNIS & BOWLING 81990 OVERSEAS HWY. #300, ISLAMORADA, FL 33036).

9. Notices. All notices given pursuant to this Agreement shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the Party's address listed in the introductory paragraph, to the attention of the Party officers executing this Agreement below.

10. Representations and Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule, or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

11. Miscellaneous.

- a. Firm acknowledges that the District may contract with a construction manager or contractor to perform work based on Firm's work product who, if retained, shall be responsible for any construction identified (hereinafter referred to as "Construction Contractor"). If Construction Contractor is retained, Firm agrees to cooperate with Construction Contractor with respect to Construction Contractor's delivery of its work and services to the District. Also, in such event, Firm agrees to incorporate, whenever reasonably practicable and consistent with good design, and after the District's written approval, all suggestions or recommendations timely made by Construction Contractor with respect to any design submitted by Firm.
- b. Firm agrees, for both it and all of its subconsultants and subcontractors, to comply with all of the District's rules and regulations with respect to safety and security at the District's facilities, including the District's drug program, as said rules and regulations may be modified and amended by the District from time to time. Firm expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, Firm shall comply with any rules or regulations implemented by the District in order to comply with the Jessica Lunsford Act. Firm certifies that no person or subconsultant will be assigned to work on any work pursuant to this contract that poses any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor, or property of the District. Further, Firm agrees to hold harmless the District and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor, or property of the District by Firm's employees or subconsultants assigned to do work pursuant to this contract.
- c. Firm shall be responsible for obtaining and reviewing all geological reports obtained by the District with respect to the Project. Firm's design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event Firm has any questions or concerns about the contents of any such reports, Firm shall notify the District in writing within three (3) days of Firm's receipt of any such geological reports. Firm and the District will attempt to mutually resolve any such questions or concerns.
- d. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- e. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same, nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

- f. No assignment of this Agreement or any right or responsibility occurring under this Agreement shall be made in whole or in part by the Firm without the express written consent of the District. The District shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Firm. Any assignment of this Agreement made by the Firm without the express written consent of the District shall be null and void and shall be grounds for the District to declare a default of this Agreement.
- g. The laws of the State of Florida shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Monroe County, Florida. Venue shall lie exclusively in Monroe County.
- h. In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees, and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- i. The Firm shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Firm's officers, employees, agents, or subcontractors, or the delivery of the Firm's Services to District.
- j. In case any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- k. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- l. This Agreement only provides rights and remedies for the District and Firm. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- m. Ownership and License of Documents and Intellectual Property; Maintenance of Records.
 - (1) All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for Firm, or otherwise provided to the District, pursuant to this Agreement shall be Project Documents. To the extent they have any such rights, Firm and its consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.

- (2) Firm shall grant, and hereby does grant, the District an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the Firm has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as the District reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, and (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project.
- (3) Firm shall obtain from each of Firm's consultants, subconsultants, contractors, subcontractors, and representatives (jointly Firm's Consultants) either an assignment from the Consultant to the District of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid- up license running from Firm's Consultant to the District, granting the District the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the Firm's Consultant has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as the District reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, and (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project.
- (4) Firm shall grant, and hereby does grant the District an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license (i) to design, conceptualize, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document, and (ii) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by Firm or Firm's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.
- (5) All licenses granted herein or pursuant to this Agreement are worldwide, perpetual, and irrevocable and shall continue even in the event this Agreement is terminated for any reason. In the event of any such termination, Firm hereby consents to any use of any and all Project Documents by any replacement architects, contractors, Firms, or other professionals retained by the District; provided, however, Firm shall not be liable for any of the design work performed by such replacement architects, Firms or other professionals and the District agrees to indemnify and hold Firm harmless from any such liability.
- (6) Firm, upon reasonable request by the District, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by the District to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights the District has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to the District.
- (7) Firm shall, upon reasonable request by the District, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by the District, provide to the District (i) reproducible copies of all Project Documents, (ii) written copies of all licenses and assignments obtained by Firm from Firm's Consultants and (iii) a written license from Firm to the District. Wherever practical, all such copies of the Project Documents shall be

provided in both editable electronic form and in hard paper form. Firm shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify the District in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by Firm, the hard paper copy shall control.

- (8) The District shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein or pursuant to this Agreement to another party without the prior written agreement of the Firm; provided, however, that the District may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project without Firm's prior consent. Further, the District shall be permitted to authorize contractors, Firms, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents, and architects to reproduce applicable portions of the Project Documents as appropriate to and for use in connection with the completion of the Project or the District's exercise of any right or license granted herein or pursuant to this Agreement.
- (9) Firm hereby represents and warrants that all Project Documents, architectural works, or other works developed, authored, or provided to the District pursuant to this Agreement shall be original in the Firm or the Firm's Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. Furthermore, to the fullest extent permitted by law, Firm shall indemnify, protect and hold harmless the District, its officers, directors, contractors and employees of any of them (collectively "Indemnitees") from and against all costs, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Project Document, architectural work, or other work developed or authored by Firm or Firm's Consultants, or provided to the District by Firm, pursuant to this Agreement infringes any intellectual property right, including without limitation copyright, of any person. This indemnification shall be deemed part of the Project specifications and to fully comply with Florida Statutes § 725.06, as amended. If any word, clause, or provision of this section is determined not to be in compliance with Florida Statutes § 725.06, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this indemnification obligation complies fully with Florida Statutes § 725.06 in all respects. Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.
- (10) Firm shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by Firm for a minimum of three (3) years from the date of termination of this Agreement, or such longer period of time as may be required by law, whichever is later. The District, or any duly authorized agents or representatives of the District, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.
- (11) The records specified above include accurate time records, which Firm agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of Firm in performing the services and therein specifying the services performed by each, with all such time records to be kept within one-half of an hour. At the request of the District, Firm shall furnish to the District any of the aforesaid time records, as well as invoices or proofs showing Firm's incurrence and/or payment of any reimbursable

expenses.

- n. Indemnification, Preservation of Immunity. Each Party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying Party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise, or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise, or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Pursuant to Florida Statutes § 725.06(1), the indemnification provided for above shall be limited to the insurance limits set forth in this Agreement. Nothing herein shall be interpreted as a waiver by the District of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the District expressly reserves these rights to the full extent allowed by law.
- o. Insurance. During the term of this Agreement Firm shall provide, pay for, and maintain, with companies satisfactory to the District, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by Firm, Firm has delivered to the District properly executed Certificates of Insurance, using the modified ACCORD form, which is attached hereto as **Attachment C**, evidencing the fact that Firm has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the District, on a timely basis, if requested by the District. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given the District of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Firm shall also notify the District, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Firm from its insurer, and nothing contained herein shall relieve Firm of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverage of Firm shall be primary to any insurance or self-insurance program carried by the District applicable to this Agreement. The acceptance by the District of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the District that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement. All insurance companies from whom Firm obtains the insurance policies required hereunder must meet the following minimum requirements:
- (1) The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
 - (2) The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.

- (3) The insurance company must have an A. M. Best policyholder rating of either “A+”, “A”, or “A-”.
 - (4) The insurance company must have a current A. M. Best financial rating of “Class VI” or higher.
- p. Scrutinized Companies. Pursuant to Florida Statutes § 287.135, the Firm is not eligible to enter, or renew, this Agreement if:
- (i) The Firm is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Firm engages in business operations in Cuba or Syria; or
 - (iii) The Firm is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725) or is engaged in a boycott of Israel.

By entering into this Agreement, the Firm certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Firm acknowledges that it will carry out a certification to this effect at the time it executes this Agreement.

The Firm shall notify the District if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Firm to the District within ten (10) days of the date of such occurrence.

In the event the District determines, using credible information available to the public, that the Firm has submitted a false certification or that Firm is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the District may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Firm, pursuant to Florida Statutes § 287.135. In addition, the District may pursue any and all other legal remedies against the Firm.

- q. Compliance with Laws. The Firm shall comply with all applicable laws, including but not limited to laws related to workplace safety, public contracting ethics, and laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Davis Bacon Act, Americans with Disabilities Act, and the Fair Labor Standards Act.
- r. Immigration Compliance; E-Verify. Firm acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Firm’s employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Firm shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any subcontractors authorized by the District. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Firm shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Firm’s contract with the District cannot be renewed unless, at the time of renewal, Firm certifies in writing to the District that it has registered with and uses the E-Verify system. If Firm enters into a contract with a subcontractor, the subcontractor must provide the Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Firm shall maintain a copy of such affidavit for the duration of the contract. If Firm develops a good faith belief that any

subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Firm shall terminate the contract with the subcontractor. If the District develops a good faith belief that Firm has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States), District shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

- s. Waiver of Claims. Firm's acceptance of final payment for services provided under this Agreement shall constitute a full waiver of any and all claims by it against the District arising out of the service delivery or otherwise related to those services, except those previously made in writing and identified by Firm as unsettled at the time of the final payment. Neither the acceptance of Firm's services nor payment by the District shall be deemed to be a waiver of any of the District's rights against Firm.
- t. No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.
- u. Merger. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
- v. Applicable Law; Attorney Fees; Venue. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing Services funded by the United States government. Any litigation between the parties hereto, whether arising out of any claim or arising out of this Agreement or any breach thereof, shall be brought, maintained, and pursued only in the Sixteenth Judicial Circuit in and for Monroe County. In the event of litigation (including appellate proceedings) between the Parties related to the interpretation or enforcement of this Agreement, the Parties agree that each shall bear its own attorney fees and costs of action notwithstanding the outcome of such litigation. Venue of any such litigation between the Parties hereto shall lie and be only in the appropriate State courts of the State of Florida's Sixteenth Judicial Circuit in and for Monroe County, Florida. For purposes of jurisdiction and venue, the Parties agree that this Agreement is entered into in Monroe County, Florida. **IN ADDITION, THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION INVOLVING THIS AGREEMENT.**
- w. Amendment. No modification or change in this Agreement shall be valid or binding upon the Parties unless in writing and executed by an authorized representative of the Party or Parties intended to be bound by it.
- x. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Key Largo Fire and EMS District

[FIRM]

By: _____
Tony Allen, Chairman

By: _____
[REPRESENTATIVE]

EXHIBIT 2:
PROPERTY RECORD CARD

Monroe County, FL

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00505750-000100
Account# 9103859
Property ID 9103859
Millage Group 500K
Location 1 EAST Dr, KEY LARGO
Address
Legal BK 13 LTS 1 THRU 5 AND THE W 13 FT LT 6 SUNSET COVE PB1-165 KEY
Description LARGO G2-157 OR66-449 OR131-366/67 OR471-150/51 OR472-106
 OR623-865 OR623-871 OR874-9/10PR OR1012-588/589PR OR1057-
 2268 OR2765-2232/2233
 (Note: Not to be used on legal documents.)
Neighborhood 10021
Property Class COUNTY (8600)
Subdivision SUNSET COVE BLOCKS 7-14
Sec/Twp/Rng 32/61/39
Affordable No
Housing



Owner

KEY LARGO FIRE RESCUE AND EMER MED SER DIST
 1 East Dr
 Key Largo FL 33037

Valuation

	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	\$906,995	\$906,995	\$906,995	\$906,995
+ Market Misc Value	\$53,479	\$53,479	\$53,479	\$53,479
+ Market Land Value	\$102,570	\$102,570	\$102,570	\$102,570
= Just Market Value	\$1,063,044	\$1,063,044	\$1,063,044	\$1,063,044
= Total Assessed Value	\$1,063,044	\$1,063,044	\$1,063,044	\$1,063,044
- School Exempt Value	(\$1,063,044)	(\$1,063,044)	(\$1,063,044)	(\$1,063,044)
= School Taxable Value	\$0	\$0	\$0	\$0

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	\$102,570	\$906,995	\$53,479	\$1,063,044	\$1,063,044	\$1,063,044	\$0	\$0
2021	\$102,570	\$906,995	\$53,479	\$1,063,044	\$1,063,044	\$1,063,044	\$0	\$0
2020	\$102,570	\$906,995	\$53,479	\$1,063,044	\$1,063,044	\$1,063,044	\$0	\$0
2019	\$102,570	\$906,995	\$53,479	\$1,063,044	\$1,063,044	\$1,063,044	\$0	\$0
2018	\$102,570	\$906,995	\$53,479	\$1,063,044	\$1,063,044	\$1,063,044	\$0	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(8600)	31,560.00	Square Foot	0	120

Buildings

Building ID	6881	Exterior Walls	C.B.S.
Style	GROUND LEVEL	Year Built	1995
Building Type	COUNTY BLDGS C / 86C	EffectiveYearBuilt	2000
Building Name		Foundation	
Gross Sq Ft	7448	Roof Type	REINFORC CONC
Finished Sq Ft	7398	Roof Coverage	MIN/PAINT CONC
Stories	2 Floor	Flooring Type	CONC ABOVE GRD
Condition	AVERAGE	Heating Type	
Perimeter	458	Bedrooms	0
Functional Obs	0	Full Bathrooms	0
Economic Obs	0	Half Bathrooms	0
Depreciation %	30	Grade	300
Interior Walls	MASONRY/MIN	Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	50	0	0
FLA	FLOOR LIV AREA	7,398	7,398	0
TOTAL		7,448	7,398	0

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
ASPHALT PAVING	1994	1995	0 x 0	1	4560 SF	2
CONC PATIO	1994	1995	0 x 0	1	8325 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
10/16/2015	\$175,000	Warranty Deed		2765	2232	18 - Unqualified	Improved		

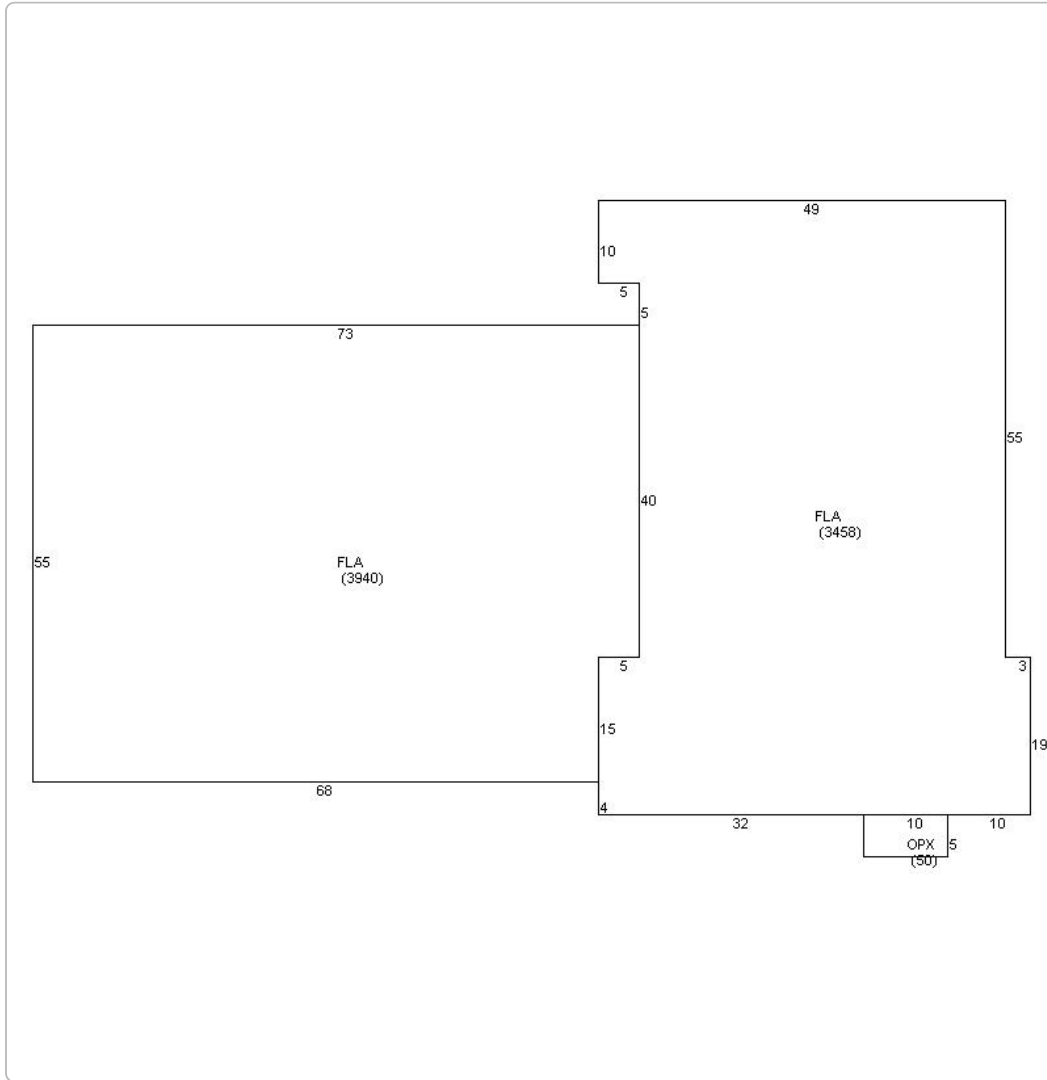
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
03301904	4/30/2003	1/1/2004	\$0		REM/REP 3.5 TON C/U
95300151	4/1/1995	12/1/1995	\$0		ADDITION TO FIRE STATION

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos





No data available for the following modules: TRIM Notice.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the [User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 12/15/2023, 4:04:51 AM

Contact Us



ATTACHMENT B

**CURRY SOWARDS AGUILA ARCHITECTS, INC.
RESPONSE TO RFQ 2023-003 (QUALIFICATIONS & PRICING)**

ATTACHMENT A

**KEY LARGO FIRE & EMS DISTRICT
RFQ NO. 2023-003**

ATTACHMENT B

**CURRY SOWARDS AGUILA ARCHITECTS, INC.
RESPONSE TO RFQ 2023-003 (QUALIFICATIONS & PRICING)**

**AGREEMENT FOR PROFESSIONAL SERVICES
ATTACHMENT 'B'**

April 18, 2024

Project: Key Largo Fire & EMS District – RFQ No. 2023-003

Project No: 230803

This confirms your request for CURRIE SOWARDS AGUILA ARCHITECTS (the FIRM) to provide professional architectural/engineering services for the above referenced Project as detailed herein for Key Largo Fire & EMS District (the DISTRICT).

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

1.1 The services generally consist of the design of a second-floor addition and expansion of Fire Station No. 24 located at 1 East Drive, Key Largo, Florida 33037. The second-floor addition will be approximately 4,000 square feet and located on top of the existing structure. Interior renovations of the ground floor will be required. The second floor will house the sleeping quarters, kitchen/living, and laundry facilities. The ground floor will remain the administrative offices with the addition of a presentation/training space. The exterior will include the restriping and expansion of the existing parking lot to accommodate the accessible path to the entry. Structural work will consist of the design of the second story on the existing roof structure. MEP work will include the relocation and replacement of fixtures and grills on the ground floor as well as new systems throughout the second floor.

1.2 The services will include the following elements:

Task 1 – Schematic Design

FIRM will meet with DISTRICT and staff to review project program requirements and scope of work.

FIRM will provide schematic floor and roof plans, building elevations, building sections and color exterior renderings for DISTRICT review and approval prior to proceeding to the next task. These documents will be prepared per the industry standard of practice for this phase.

FIRM, in coordination with all the subconsultants, will review building systems schematic plans for DISTRICT review and approval prior to proceeding to the next task.

FIRM, in coordination with all the subconsultants, will review any sustainable principles that should be considered for the project.

FIRM will meet with staff and attend meetings as directed by the DISTRICT. One (1) meeting at site and not to exceed four (4) virtual meetings.

Task 2 – Design Development

FIRM, in coordination with all the subconsultants, will prepare Design Development drawings and outline specifications based on the approved schematic design documents and as accepted by the DISTRICT. These documents will be prepared per the industry standard of practice for this phase by further defining the building design elements and components.

FIRM with Interior Designer will submit a sample board for DISTRICT approval of material selections.

FIRM will meet with staff and attend meetings as directed by the DISTRICT. One (1) meeting at site and not to exceed four (4) virtual meetings.

Task 3 – Construction Documents

DISTRICT, in coordination with all the subconsultants, will prepare Construction Documents and book specifications based on the approved Design Development documents as accepted by the DISTRICT. These documents will be prepared per the industry standard of practice for this phase in preparation for the Bidding and Permitting task.

FIRM will meet with staff and attend meetings as directed by the DISTRICT. One (1) meeting at site and not to exceed four (4) virtual meetings.

Task 4 – Bidding and Permitting

FIRM, in coordination with all the subconsultants, will assist the DISTRICT with the bidding documents and respond to RFI's and revisions to the documents as required prior to submitting for building permit.

FIRM will assist the DISTRICT with their bidding process by supplying pdf's of the bidding documents and review of bids submitted.

FIRM, in coordination with all the subconsultants, will provide the selected General Contractor with signed and sealed building permit documents and energy calculations.

FIRM, in coordination with all the subconsultants, will assist the selected General Contractor with permit review comments with revised drawings and commentary if required.

FIRM, in coordination with all the subconsultants, will review shop drawings, products or systems with NOA's and specialty engineered items required to be reviewed prior to release of permit issuance.

FIRM, in coordination with all the subconsultants, will attend one (1) 'onsite' pre-bid meeting with potential bidders. Other meetings that may be held virtually will not exceed three (3) meetings.

Task 5 – Limited Construction Administration

FIRM will consult and advise the DISTRICT with technical advice and support during the construction period and provide necessary interpretations and clarifications of the contract documents by responding to RFI's or other documentation.

FIRM, in coordination with all the subconsultants, will review shop drawings and samples, the results of tests and inspections, and other data submitted by the General Contractor in accordance with the contract documents.

FIRM will review an estimated twelve (12) monthly pay requests and make recommendations for payment. Monthly pay requests will be reviewed in the field with an agreement reached between the General Contractor and DISTRICT project representatives prior to formal submittal to the DISTRICT for payment. Review the General Contractors preliminary and monthly progress schedule through completion.

FIRM, in coordination with all the subconsultants, will make periodic site visits at intervals appropriate to the various stages of construction to observe the work, determine conformity with the plans and specifications, and compliance with the construction permits. It is anticipated that there will be a total of twelve (12) visits by the FIRM simultaneously performing monthly pay requests and the subconsultants will be at various stages of construction as required by their discipline.

FIRM will attend a maximum of twenty (20) meetings for construction-related progress meetings, which includes monthly pay requests and periodic site visits. The purpose of these meetings is to coordinate the activities of the General Contractor and the DISTRICT to resolve any conflicts and to review work progress and procedures required to satisfactorily complete the work. It is anticipated that the General Contractor will be scheduling, preside over, create, and distribute minutes of the meetings.

FIRM will develop the necessary data, notes and clarification drawings required to prepare contract modifications to reflect adjustments to the construction project. Four (4) contract modifications incorporating a total of four (4) items, is the estimated basis for this budget item.

FIRM, in coordination with all the subconsultants, will review the General Contractors record drawing information which shows the work as it was constructed.

FIRM, in coordination with the General Contractor and the DISTRICT will determine substantial completion. Upon that date, the FIRM, in coordination with all the subconsultants, will create a punch list of items that either need to be completed or corrected in accordance with the contract documents. A punch list will be performed after the General Contractor has completed their punch list. The FIRM, in coordination with their subconsultants, will prepare one (1) punch list and will verify one (1) time that punch list items have been satisfactorily corrected.

1.3 The following items are not a part of this Agreement, but may be added for an additional fee if requested:

- A. Interior design for furniture, fixtures, artwork, and equipment
- B. Civil engineering
- C. Landscape architecture
- D. Kitchen consultant
- E. Low voltage, audio video and security design
- F. Survey - boundary, tree, topographic, etc.
- G. Soil borings & recommendation
- H. Environmental abatement
- I. Interior renderings
- J. Models
- K. Threshold or special inspections
- L. Cost estimates

ARTICLE 2 - CLIENT-PROVIDED ITEMS (some items may not apply)

- 2.1 Unless stated otherwise in this Agreement, the DISTRICT shall provide copies of all tests, inspections, and reports required to complete the services, such as environmental surveys, structural analysis, mechanical reports, or hazardous materials and/or other existing conditions reports.
- 2.2 The DISTRICT shall provide the FIRM with a correct legal description and accurate certified property survey (prepared within six (6) months or less) of the site indicating grades, trees, boundary information, easements, location of existing buildings or other structures, utilities, and other site conditions affecting the proposed improvements.

- 2.3 The DISTRICT shall provide the FIRM with a geotechnical analysis (soils report) and certified engineer’s recommendation for use in the design of the structure if required.
- 2.4 The DISTRICT shall provide the Architect with percolation tests and analysis for use in the design of the drainage requirements if any site alterations are considered.
- 2.6 The FIRM shall be entitled to rely on the accuracy and completeness of the information provided by the DISTRICT without independent verification of same.

ARTICLE 3 - FEES

- 3.1 Professional fees for the services described in Article 1 of this Agreement shall be:
(LS) – Lump Sum (NTE) – Not to Exceed

TASK 1 – SCHEMATIC DESIGN (LS)	\$ 22,500.00
TASK 2 – DESIGN DEVELOPMENT (LS)	\$ 37,500.00
TASK 3 – CONSTRUCTION DOCUMENTS (LS)	\$ 52,500.00
TASK 4 – BIDDING AND PERMITTING (LS)	\$ 7,500.00
TASK 5 – LIMITED CONSTRUCTION ADMINISTRATION (LS)	\$ 52,500.00
TASK 6 – REIMBURSABLE EXPENSES (NTE)	<u>\$ 6,000.00</u>
TOTAL	\$178,500.00

- 3.3 Direct project expenses (reimbursable expenses) are in addition to compensation described in Article 3.1 above and include, but are not limited to, actual expenditures made by the Architect or its consultants in the interest of the Project as follows:

- A. Reproductions at cost.
- B. In-house black and white plotting at the rate of \$2.00 per sheet
- C. In-house color plotting at the rate of \$12.00 per sheet
- D. Mail, shipping, and courier service at cost.
- E. Permit fees or agency review fees.
- F. Automobile travel at the rate of \$0.67 per mile, plus tolls if applicable.

ARTICLE 4 - CHANGE IN SERVICES

- 4.1 Change in the services to be performed by the Architect or the Architect’s consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, by mutual agreement and execution of a written Change in Services Authorization.
- 4.2 Any change in Services shall be invoiced at an agreed Lump Sum Fee for the work described, or in the absence of an established fee, the current fee structure shall apply. The firm’s current hourly rates are as follows:

A. Principal	\$225.00
B. Project Architect	\$185.00
C. Project Manager	\$160.00
D. CADD Technician I	\$100.00
E. CADD Technician II	\$ 95.00
F. Support Staff	\$ 75.00

- 4.3 Additional services requested to be performed by outside consultants' basic services will be invoiced at cost plus and an administrative fee of ten (10%) percent.
- 4.4 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation.
- A. Clients change in instruction or approval which requires revisions to completed services.
 - B. Changes or revisions in code, laws regulations or official interpretations which necessitate changes to completed services.
 - C. Decisions or direction required by the Client not clearly or completely transmitted to the Architect in a timely manner.
 - D. Significant change in the Project including, but not limited to, size, quality, complexity, the Client's schedule, or budget.

ARTICLE 5 - ASSUMPTIONS

Services to be provided by the DISTRICT include:

- DISTRICT to provide access to the facilities.
- DISTRICT to furnish all available existing underground utility plans and easements.
- Work Order does not include utility locates. This activity is to be provided by the DISTRICT if required.
- Any application or permitting fees for services or approvals are to be paid by the DISTRICT directly and are not included in this Work Order.

ARTICLE 6 - EXCLUSIONS

Excluded Services include:

- All site contamination issues and/or Environmental Site Assessments (phase 1 or 2).
- LEED or other formal sustainable certifications
- Furniture selection, procurement, installation and installation oversight
- Artwork selection, procurement or installation
- Low voltage, audio video and security system design
- Roadway or utilities improvements
- Warranty survey
- Record 'as-built' drawings
- Geotechnical engineering/testing
- Non-destructive testing or exploratory demolition (Xray) of existing structural system
- Post occupancy evaluation
- Boundary, topographic and tree survey
- Specialty engineering required for shop drawings, fabrications and NOA's
- Permit and application fees
- Threshold inspections



10a

KEY LARGO EMS MONTHLY CALL STATISTICS 2024

Total Year Up to Date	509
Total Year Up to Date >103MM	182
Total Transports >103MM	81

Last Updated: 04/09/24

TYPE OF CALLS	ALS	BLS	BACK-UP	PEDIATRIC	TRAUMA ALERTS	CARDIAC ARRESTS	MUTUAL AID	FIRES	PUBLIC ASSISTS	STAND-BY	CANCEL	REFUSALS	TRANSPORTS	TOTAL CALLS	TOTAL CALLS >103MM	TOTAL TRANSPORTS >103MM
JANUARY	57	19	23	4	1	1	0	1	16	4	14	29	87	151	53	26
FEBRUARY	77	26	35	8	4	2	3	1	24	9	15	29	103	181	66	28
MARCH	69	39	27	6	1	1	2	0	11	9	13	36	108	177	63	27
APRIL														0		
MAY														0		
JUNE														0		
JULY														0		
AUGUST														0		
SEPTEMBER														0		
OCTOBER														0		
NOVEMBER														0		
DECEMBER														0		

10b



KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC.

1 East Drive

Key Largo, Florida 33037

305-451-2700 tel.

305-451-4699 fax

info@keylargofire.com

Business Meeting
DATE: March 12, 2024
AGENDA

1. Call to Order
2. Approval of Agenda
3. Announcement
4. Public Comment
5. Approval of Minutes February 2024
6. Treasurer's Report February 2024
7. Committee Reports
8. Legal Report
9. Membership Review
10. Old Business
11. New Business
 - A. Legal Fees
12. Membership Discussion
13. Adjournment



KEY LARGO VOLUNTEER FIRE DEPARTMENT, INC.

1 East Drive

Key Largo, Florida 33037

305-451-2700 tel.

305-451-4699 fax

info@keylargofire.com

Business Meeting
Date: March 12, 2024

Board members in attendance were Jason Mumper, Don Conord, Travis Wilson and Michael Jenkins. A quorum was present. Chief Don Bock was also in attendance.

1. Meeting was called to order at 7:05 pm by Jason Mumper.
2. **Approval of Agenda**
Michael Jenkins seconded by Travis Wilson moved approval of the agenda. Motion carried unanimously.
3. **Announcements**
 - The department is participating in live burns at Monroe County.
 - Testing for three vacancies will begin on March 19th.
4. **Public Comment** - None
5. **Approval of Minutes**
Travis Wilson seconded by Michael Jenkins moved approval of the February 2024 minutes. Motion carried unanimously.
6. **Approval of Treasurer's Report**
Michael Jenkins seconded by Travis Wilson moved approval of the February 2024 Treasurer's Report. Motion carried unanimously.
7. **Legal Report** – None
8. **Membership Review** - None
9. **Old Business** – None
10. **New Business**
Discussion was held concerning a fee for legal services received from Jack Bridges, Esq. Upon motion and second by Don Conord and Michael Jenkins, it was unanimously decided to ask the District to cover this bill.
11. **Membership Discussion**- None
12. **Adjournment**
There being no further business, the meeting was adjourned at 7:13 pm upon motion and second by Michael Jenkins and Travis Wilson.

Kay Cullen
Recording Secretary

10c

**Key Largo Volunteer Fire Department
Treasurer's Report
March 2024**

	<u>Payroll/Reimb</u>	<u>Corp Account</u>	<u>District Expenses</u>	<u>Total</u>
Beginning Balance	\$89,539.57	\$4,539.14	\$618.87	\$94,697.58
 <u>Revenues</u>				
Revenues & Reimbursements	152,141.06			152,141.06
Donations				0.00
T-Shirts/Sweaters				0.00
Misc Income - State of Florida				0.00
Interest	33.42	1.92	0.26	35.60
Total Revenues	152,174.48	1.92	0.26	<u>\$152,176.66</u>
 <u>Expenditures</u>				
Payroll Expenses	155,786.70			155,786.70
Employee's Share Health Insurance	-2,462.88			-2,462.88
Health Insurance	14,187.80			14,187.80
Repairs & Maintenance	394.57			394.57
Training				0.00
Postage				0.00
Licenses & Permits				0.00
Towing				0.00
Professional Fees				0.00
Supplies	802.13			802.13
Dues & Subscriptions	519.06			519.06
Total Expenditures	169,227.38	0.00	0.00	<u>\$169,227.38</u>
Ending Balance	72,486.67	4,541.06	619.13	\$77,646.86
TRANSFERS				0.00
Balance before Adjustment	72,486.67	4,541.06	619.13	\$77,646.86
Adjustment to arrive at Actual	-9.64	0.00	0.00	-9.64
ACTUAL BALANCE @ MO END	\$72,496.31	\$4,541.06	\$619.13	<u>\$77,656.50</u>
 *Payroll Liabilities	 -9.64			
Fixed Asset Purchases				
Total Adjustments	<u>-\$9.64</u>			

11a

Incident Run Log

Key Largo Fire Department

Date Range: From 03/01/2024 to 03/31/2024

Company: All Companies

Sorted by: Not selected

Date	FDID	Incident#	Alarm	###	Address	Suite	Zip	Type	Lgth
03/09/2024	38032	2024-000261	18:52		US1		33037	Passenger vehicle fire	0.2
03/03/2024	38032	2024-000238	07:39	9960	OVERSEAS HWY		33037	Road freight or transport vehicle fire	1.5
03/21/2024	38032	2024-000301	20:06	1040	OVERSEAS HWY		33037	Rescue, EMS incident, other	0.0
03/16/2024	38032	2024-000283	15:15	21	GARDEN COVE DR		33037	Medical assist, assist EMS crew	0.0
03/18/2024	38032	2024-000287	08:11	24	1 ST EAST	5	33037	Medical assist, assist EMS crew	0.2
03/19/2024	38032	2024-000297	23:51	111	US1	SB	33037	Medical assist, assist EMS crew	0.5
03/21/2024	38032	2024-000300	18:18	326	LANCE LN		33037	Medical assist, assist EMS crew	0.0
03/24/2024	38032	2024-000310	10:51	108	US1		33037	Medical assist, assist EMS crew	0.6
03/24/2024	38032	2024-000312	20:37	9745	OVERSEAS HWY		33037	Medical assist, assist EMS crew	0.4
03/26/2024	38032	2024-000316	18:50	1	EAST DR		33037-	Medical assist, assist EMS crew	0.1
03/30/2024	38032	2024-000328	16:16	1079	OVERSEAS HWY		33037	Medical assist, assist EMS crew	0.5
03/01/2024	38032	2024-000232	13:50	9970	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.8
03/02/2024	38032	2024-000235	18:19	1	EAST DRIVE 99MM OC		33037	EMS call, excluding vehicle accident with injury	0.1
03/02/2024	38032	2024-000237	22:48	109	US1		33037	EMS call, excluding vehicle accident with injury	0.6
03/03/2024	38032	2024-000240	23:46	72	SHORELAND DR		33037	EMS call, excluding vehicle accident with injury	0.5
03/06/2024	38032	2024-000243	09:52	1048	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.5
03/06/2024	38032	2024-000245	11:30	45	GARDEN COVE DR		33037	EMS call, excluding vehicle accident with injury	0.5
03/06/2024	38032	2024-000246	13:47	100	MORRIS LN		33037	EMS call, excluding vehicle accident with injury	0.6
03/07/2024	38032	2024-000250	21:12	29	SHORELAND DR	4	33037	EMS call, excluding vehicle accident with injury	0.4
03/08/2024	38032	2024-000252	04:35	9933	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.0
03/08/2024	38032	2024-000254	20:13	464	BAHIA AVE		33037	EMS call, excluding vehicle accident with injury	0.3
03/08/2024	38032	2024-000255	20:32	1027	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.3
03/08/2024	38032	2024-000256	23:23	9945	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.2
03/09/2024	38032	2024-000258	03:15	226	GLENDALE DR		33037	EMS call, excluding vehicle accident with injury	0.1
03/10/2024	38032	2024-000262	13:02	1065	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.3
03/10/2024	38032	2024-000263	13:09	1079	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.5
03/11/2024	38032	2024-000266	15:08	1048	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.5
03/11/2024	38032	2024-000267	21:43	1060	OVERSEAS HWY	1103	33037	EMS call, excluding vehicle accident with injury	0.3
03/12/2024	38032	2024-000268	09:51	1047	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.2
03/12/2024	38032	2024-000270	10:41	325	CALUSA ST			EMS call, excluding vehicle accident with injury	0.4
03/14/2024	38032	2024-000274	17:07	45	CRANE ST		33037	EMS call, excluding vehicle accident with injury	0.5
03/17/2024	38032	2024-000285	09:22	138	LONG KEY RD		33037	EMS call, excluding vehicle accident with injury	0.4
03/17/2024	38032	2024-000286	17:53	1079	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.9
03/18/2024	38032	2024-000289	16:37	1027	GIBRALTAR RD		33037	EMS call, excluding vehicle accident with injury	0.6
03/18/2024	38032	2024-000291	22:07	213	ATLANTIC BLVD / 99.6 MM O	C	33037	EMS call, excluding vehicle accident with injury	0.4
03/20/2024	38032	2024-000296	21:51	9532	OVERSEAS HWY	7A	33037	EMS call, excluding vehicle accident with injury	0.2
03/21/2024	38032	2024-000302	21:15	51	SHORELAND DR		33037	EMS call, excluding vehicle accident with injury	0.2
03/22/2024	38032	2024-000305	19:38	1	EAST DRIVE 99MM OC		33037	EMS call, excluding vehicle accident with injury	0.0
03/23/2024	38032	2024-000308	15:15	1	EAST DR			EMS call, excluding vehicle accident with injury	0.3
03/24/2024	38032	2024-000309	10:43	1	EAST DR		33037	EMS call, excluding vehicle accident with injury	0.2
03/24/2024	38032	2024-000311	11:14	1530	OCEAN BAY DR		33037	EMS call, excluding vehicle accident with injury	0.6
03/29/2024	38032	2024-000324	12:11	1048	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.5
03/29/2024	38032	2024-000323	12:17	110	US1	SB	33037	EMS call, excluding vehicle accident with injury	0.3
03/29/2024	38032	2024-000325	14:27	1020	OVERSEAS HWY		33037	EMS call, excluding vehicle accident with injury	0.0
03/29/2024	38032	2024-000326	17:59	1	EAST DRIVE 99MM OC		33037	EMS call, excluding vehicle accident with injury	0.2
03/29/2024	38032	2024-000327	23:20	4	BLACKWATER LN NORTH		33037	EMS call, excluding vehicle accident with injury	0.9
03/01/2024	38032	2024-000230	07:39		US1	SB	33037	Motor vehicle accident with injuries	0.6
03/01/2024	38032	2024-000233	16:08	9919	OVERSEAS HWY		33037	Motor vehicle accident with injuries	0.0
03/14/2024	38032	2024-000272	14:29	100	OVERSEAS HWY		33037-	Motor vehicle accident with injuries	0.1
03/21/2024	38032	2024-000298	15:51	99	US1	NB	33037	Motor vehicle accident with injuries	0.5
03/28/2024	38032	2024-000320	08:54		US1		33037	Motor vehicle accident with injuries	0.6
03/12/2024	38032	2024-000269	10:44		GASPARILLA DR / 98 MM GU		33037	Motor vehicle/pedestrian accident (MV Ped)	0.3
03/18/2024	38032	2024-000290	19:10	1026	OVERSEAS HWY		33037	Motor vehicle/pedestrian accident (MV Ped)	0.3
03/07/2024	38032	2024-000249	15:53	101.	US1		33037	Motor vehicle accident with no injuries.	0.3
03/08/2024	38032	2024-000251	01:34	9970	OVERSEAS HWY	133	33037	Lock-in (if lock out , use 511)	0.5
03/03/2024	38032	2024-000239	21:25	9600	OVERSEAS HWY		33037	Removal of victim(s) from stalled elevator	0.4
03/22/2024	38032	2024-000303	06:15	1034	OVERSEAS HWY		33037	Removal of victim(s) from stalled elevator	0.2
03/18/2024	38032	2024-000288	15:39	55	JEAN LAFITTE DR		33037	Watercraft rescue	0.3
03/28/2024	38032	2024-000318	08:32	1065	OVERSEAS HWY		33037	Gasoline or other flammable liquid spill	0.2




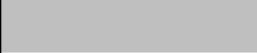



Date	FDID	Incident#	Alarm	###	Address	Suite	Zip	Type	Lgth
03/06/2024	38032	2024-000242	07:40	13	SEAGATE BLVD		33037	Gas leak (natural gas or LPG)	3.1
03/05/2024	38032	2024-000241	13:59	201	OCEAN DR 99.6MM OC		33037	Electrical wiring/equipment problem, other	0.7
03/23/2024	38032	2024-000307	22:30		ANNE BONNY DR / 98 MMGU		33037	Arcing, shorted electrical equipment	0.3
03/01/2024	38032	2024-000231	12:43		OCEAN REEF DR		33037	Aircraft standby	1.2
03/08/2024	38032	2024-000253	06:37	9933	OVERSEAS HWY		33037	Smoke or odor removal	0.6
03/20/2024	38032	2024-000294	15:37	326	LANCE LN		33037	Assist invalid	0.5
03/28/2024	38032	2024-000317	01:10	104	LA PALOMA RD 102 MM OC		33037	Unauthorized burning	0.5
03/09/2024	38032	2024-000259	15:53	29	SHORELAND DR		33037	Dispatched & canceled en route	0.0
03/09/2024	38032	2024-000260	18:35	28	BUCCANEER DR		33037	Dispatched & canceled en route	0.0
03/06/2024	38032	2024-000244	11:48	10	JANET PL		33037	Smoke scare, odor of smoke	0.6
03/19/2024	38032	2024-000292	13:22	1048	OVERSEAS HWY		33037	False alarm or false call, other	1.9
03/20/2024	38032	2024-000295	16:19	1038	OVERSEAS HWY		33037	False alarm or false call, other	0.2
03/22/2024	38032	2024-000306	22:00	1003	OVERSEAS HWY		33037	Smoke detector activation due to malfunction	0.5
03/01/2024	38032	2024-000229	04:23	527	CARIBBEAN DR		33037	Heat detector activation due to malfunction	0.6
03/21/2024	38032	2024-000299	18:08	126	LORELANE PL		33037	Smoke detector activation, no fire - unintentional	0.0
03/02/2024	38032	2024-000234	17:00	9871	OVERSEAS HWY		33037-	Special type of incident, other	0.6
03/18/2024	38032	2024-000293	16:55	1048	OVERSEAS HWY		33037-	Special type of incident, other	0.8
03/02/2024	38032	2024-000236	16:31	24	SUNSET RD		33037		0.0
03/07/2024	38032	2024-000247	09:39	1060	OVERSEAS HWY		33037		0.0
03/07/2024	38032	2024-000248	11:54		COUNTY ROAD 905		33037		0.0
03/09/2024	38032	2024-000257	02:22	23	TINA PL		33037		0.0
03/10/2024	38032	2024-000264	14:56	147	MARINA AVE / 99.6MM OC		33037		0.0
03/11/2024	38032	2024-000265	07:41	5660	OVERSEAS HWY		33050		0.0
03/12/2024	38032	2024-000271	13:42	1	EAST DRIVE 99MM OC		33037		0.0
03/14/2024	38032	2024-000273	14:23		US1	SB	33037		0.0
03/14/2024	38032	2024-000275	17:11	23	TINA PL		33037		0.0
03/15/2024	38032	2024-000276	11:43	220	REEF DR		33037		0.0
03/15/2024	38032	2024-000277	15:34		MARINA AVE 99.6 OC		33037		0.0
03/15/2024	38032	2024-000278	19:23		US1	SB	33037		0.0
03/15/2024	38032	2024-000279	21:58	1016	OVERSEAS HWY		33037		0.0
03/15/2024	38032	2024-000280	23:22	179	GARDEN ST		33070		0.0
03/16/2024	38032	2024-000281	00:31	9848	OVERSEAS HWY	7	33037		0.0
03/16/2024	38032	2024-000282	03:46	45	CRANE ST		33037		0.0
03/16/2024	38032	2024-000284	23:25	190	AVE C		33037		0.0
03/22/2024	38032	2024-000304	08:36	49	TARPON AVE		33037		0.0
03/24/2024	38032	2024-000313	20:02		US1		33037		0.0
03/25/2024	38032	2024-000314	18:06		COUNTY ROAD 905		33037		0.0
03/27/2024	38032	2024-000315	10:03	1060	OVERSEAS HWY	2003	33037		0.0
03/28/2024	38032	2024-000319	09:22	34	JEWFISH AVE		33037		0.0
03/28/2024	38032	2024-000321	13:42	1015	OVERSEAS HWY	77	33037		0.0
03/28/2024	38032	2024-000322	18:26	607	EMERALD DR		33037		0.0
03/31/2024	38032	2024-000329	10:11	1047	OVERSEAS HWY		33037		0.0
03/31/2024	38032	2024-000330	15:09		US1		33037		0.0

Total Number of Incidents: 102
Total Length of Incidents: 33.9 Hours

Alarms by Day of Week

Date Range: From 03/01/2024 to 03/31/2024

Key Largo Fire Department

Day of Week		Totals
Sunday		15
Monday		10
Tuesday		8
Wednesday		9
Thursday		19
Friday		25
Saturday		16

No Date 0
Total Alarms 102

Incident Type Report (Summary)

Key Largo Fire Department

Date Range: From 03/01/2024 to 03/31/2024
 Company: All Companies

Incident Type	Count	Pct of Incidents	Total Est Loss	Total Est Loss
1 Fire				
131 Passenger vehicle fire	1	1.32%	\$0	0.00%
132 Road freight or transport vehicle fire	1	1.32%	\$0	0.00%
Totals	2	2.63%	\$0	0.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
Totals	0	0.00%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	1.32%	\$0	0.00%
311 Medical assist, assist EMS crew	8	10.53%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	35	46.05%	\$0	0.00%
322 Motor vehicle accident with injuries	5	6.58%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	2	2.63%	\$0	0.00%
324 Motor vehicle accident with no injuries.	1	1.32%	\$0	0.00%
331 Lock-in (if lock out , use 511)	1	1.32%	\$0	0.00%
353 Removal of victim(s) from stalled elevator	2	2.63%	\$0	0.00%
365 Watercraft rescue	1	1.32%	\$0	0.00%
Totals	56	73.68%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	1.32%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	1.32%	\$6,000	100.00%
440 Electrical wiring/equipment problem, other	1	1.32%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	1.32%	\$0	0.00%
462 Aircraft standby	1	1.32%	\$0	0.00%
Totals	5	6.58%	\$6,000	100.00%
5 Service Call				
531 Smoke or odor removal	1	1.32%	\$0	0.00%
554 Assist invalid	1	1.32%	\$0	0.00%
561 Unauthorized burning	1	1.32%	\$0	0.00%
Totals	3	3.95%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & canceled en route	2	2.63%	\$0	0.00%
651 Smoke scare, odor of smoke	1	1.32%	\$0	0.00%
Totals	3	3.95%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, other	2	2.63%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	1.32%	\$0	0.00%
734 Heat detector activation due to malfunction	1	1.32%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	1.32%	\$0	0.00%
Totals	5	6.58%	\$0	0.00%
8 Severe Weather & Natural Disaster				
Totals	0	0.00%	\$0	0.00%
9 Special Incident Type				
900 Special type of incident, other	2	2.63%	\$0	0.00%
Totals	2	2.63%	\$0	0.00%

Incident Type Report (Summary)

Key Largo Fire Department

Date Range: From 03/01/2024 to 03/31/2024

Company: All Companies

Incident Type	Count	Pct of Incidents	Total Est Loss	Total Est Loss
	Totals	76	\$6,000	

11b



NFPA Analysis Report

Key Largo Fire Department

Date Range: From 03/01/2024 to 03/31/2024



FIRE IN STRUCTURES BY FIXED PROPERTY USE (OCCUPANCY) (All in Section A Incident Type 110-129)	Number of	Number of Civilian Fire Casualties. If none, write 0.		Estimated Property Damage from Fire. If no loss, write 0.
		Deaths	Injuries	
1. Private Dwellings (1 or 2 family), Including mobile homes (FPU 400-419)	0	0	0	\$0
2. Apartments (3 or more families) FPU 429 or FPU 439)	0	0	0	\$0
3. Hotels and Motels (FPU 449)	0	0	0	\$0
4. All other residential (dormitories, boarding houses, tents, etc.) (FPU 459-499)	0	0	0	\$0
5. TOTAL OTHER RESIDENTIAL FIRES (SHOULD BE SUM OF LINES 1 THROUGH 4)	0	0	0	\$0
6. Public Assembly (church, restaurant, clubs, etc.) (FPU 100-199)	0	0	0	\$0
7. Schools and Colleges (FPU 200-299)	0	0	0	\$0
8. Health Care and Penal Institutions (hospitals, nursing homes, prisons, etc.) (FPU 300-399)	0	0	0	\$0
9. Stores and Offices (FPU 500-599)	0	0	0	\$0
10. Industry, Utility, Defense, Laboratories, Manufacturing (FPU 600-799)	0	0	0	\$0
11. Storage in Structures (barns, vehicle storage garages, general storage, etc.) (FPU 800-899)	0	0	0	\$0
12. Other Structures** (outbuildings, bridges, etc.) (FPU 900-999)	0	0	0	\$0
13. TOTALS FOR STRUCTURE FIRES (SHOULD BE SUM OF LINES 5 THROUGH 12)	0	0	0	\$0
B. OTHER FIRE AND INCIDENTS				
14a. Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131-132, 136-137)	2	0	0	\$0
14b. Fires in Other Vehicles (planes, trains, ships, construction or farm vehicles, etc.) (IT 130, 133-135, 138)	0	0	0	\$0
15. Fires outside of Structures with Value Involved, but Not Vehicles (outside storage, crops, timber, etc. (IT 140, 141, 161, 162, 164, 170-173)	0	0	0	\$0
16. Fires in Brush, Grass, Wildland (excluding crops and timber) with no value involved. (IT 142-143)	0	0	0	
17. Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved. (IT 150-155)	0	0	0	
18. All Other Fires. (IT 100, 160, 163)	0	0	0	\$0
19. TOTAL FOR FIRES (SHOULD BE SUM OF LINES 13 THROUGH 18)	2	0	0	\$0
20. Rescue, Emergency Medical Responses (ambulance, EMS, rescue) (IT 300-381)	56			
21. False Alarm Responses (malicious or unintentional false calls, system malfunctions, bomb scares) (IT 700-746)	5			
22. Mutual Aid or Assistance Responses Given	1			
23. Hazardous Materials Responses (spills, leaks, etc.) (IT 410-431)	2			
23. Other Hazardous Conditions (arcing wires, bomb removal, power line down, etc.) (IT 440-482, 400)	3			
24. All Other Responses (smoke scares, lock-outs, animal rescues, etc.) (IT 200-251, 500-699, 800-911)	33			
25. TOTAL FOR ALL INCIDENTS (SHOULD BE SUM OF LINES 19 THROUGH 24)	102			

Based on what is reported in lines 5 and 13 for number of fire above, please report separately:

Confined fires (e.g., cooking fires confined to cooking vessel, or chimney fire that did not spread beyond chimney, or confined trash fires) IIT 113 - 118), and Nonconfined fires (IT 110 - 112, 120 - 123).

	Number of Confined Fires	Number of Nonconfined Fires
5. Residential Fires (line 5 above)	0	0
13. Structure Fires (line 13 above)	0	0

BREAKDOWN OF FALSE ALARM RESPONSES

1. Malicious, Mischievous False Call (IT 710-715)	0
2. System Malfunction (IT 700-739)	2
3. Unintentional (tripping on Interior device accidentally etc.) (IT 740-749)	1
4. Other False Alarms (bomb scares, etc.) (IT 721, 700)	2

INTENTIONALLY SET FIRES IN STRUCTURES AND VEHICLES		Numbers of Fires	Number of Civilian Fire		Estimated Property Damage and Contents from Fire	
			Deaths	Injuries		
1.	Structure Fires Intentionally set	0	0	0	0	
2.	Vehicle Fires Intentionally set	0	0	0	0	
FIRE SERVICE EXPOSURES AND INJURIES						
1.	Total number of firefighters that were exposed to infectious diseases	0				
2.	Total Number of firefighters that were exposed to hazardous	0				
3.	Total number of nonfatal firefighter injuries during all types of duty	0				
Nature of Most Serious Injury		Responding to or Returning from Incidents	At the Fire Ground	At Non-Fire Emergencies	Training	Other On-Duty
1.	Burns (PAS 12,13,14,15)	0	0	0	0	0
2a.	Smoke or Gas Inhalation(PAS 01,02)	0	0	0	0	0
2b.	Other Respiratory Distress (PAS 03,44,64,65)	0	0	0	0	0
3.	Burn and Smoke Inhalation PAS(11)	0	0	0	0	0
4.	Wound, Cut, Bleeding, Bruise (PAS 21-25,35,36,72,73)	0	0	0	0	0
5.	Dislocation, Fracture (PAS 31, 32, 63)	0	0	0	0	0
6.	Heart Attack or Stroke (PAS 41, 42, 43)	0	0	0	0	0
7.	Strain, Sprain, Muscular Pain (PAS 33, 34, and 98)	0	0	0	0	0
8.	Thermal Stress (frostbite, heat, exhaustion) (PAS 57, 83-85)	0	0	0	0	0
9.	Other (PAS All other codes)	0	0	0	0	0
10.	Total	0	0	0	0	0
FIREGROUND INJURIES BY CAUSE						
1.	Exposure to Fire Products (Cause 4, object 47-49, 53, 64):	0				
2.	Exposure to Chemicals or Radiation(Cause 4, object 52,56):	0				
3.	Fall, jump, slip, trip (cause 1 to 3):	0				
4.	Overexertion, strain (cause 7):	0				
5.	Contact with object (cause 6):	0				
6.	Struck by (cause 5):	0				
7.	Extreme weather (cause 4, object 62):	0				
8.	Other:	0				
THREE HIGHEST LOSS OF LIFE FIRES			THREE HIGHEST PROPERTY DAMAGE FIRES			
NO LOSS OF LIFE EVENTS			NO PROPERTY DAMAGE EVENTS			

Manpower Analysis by Incident

Key Largo Fire Department

Date Range: From 03/01/2024 to 03/31/2024

Company: All Companies

Incident Type	Incident Count	Number Attended	Average Attended	Total Length (hrs)	Average Length (hrs)	Average Man Hours	Total Man Hours
131-Passenger vehicle fire	1	3	3.00	0.22	0.22	0.66	0.66
132-Road freight or transport vehicle fire	1	6	6.00	1.52	1.52	9.12	9.12
300-Rescue, EMS incident, other	1	4	4.00	0.28	0.28	1.12	1.12
311-Medical assist, assist EMS crew	8	26	3.25	1.82	0.23	0.78	6.23
321-EMS call, excluding vehicle accident with injury	35	116	3.31	11.54	0.33	1.11	38.82
322-Motor vehicle accident with injuries	5	15	3.00	1.48	0.30	0.89	4.44
323-Motor vehicle/pedestrian accident (MV Ped)	2	9	4.50	0.35	0.17	0.52	1.05
324-Motor vehicle accident with no injuries.	1	4	4.00	0.30	0.30	1.20	1.20
331-Lock-in (if lock out , use 511)	1	4	4.00	0.50	0.50	2.00	2.00
353-Removal of victim(s) from stalled elevator	2	6	3.00	0.65	0.33	0.97	1.95
365-Watercraft rescue	1	3	3.00	0.00	0.00	0.00	0.00
411-Gasoline or other flammable liquid spill	1	3	3.00	0.23	0.23	0.69	0.69
412-Gas leak (natural gas or LPG)	1	3	3.00	3.15	3.15	9.45	9.45
440-Electrical wiring/equipment problem, other	1	3	3.00	0.68	0.68	2.04	2.04
445-Arcing, shorted electrical equipment	1	4	4.00	0.33	0.33	1.32	1.32
462-Aircraft standby	1	3	3.00	1.18	1.18	3.54	3.54
531-Smoke or odor removal	1	5	5.00	0.57	0.57	2.85	2.85
554-Assist invalid	1	3	3.00	0.00	0.00	0.00	0.00
561-Unauthorized burning	1	3	3.00	0.52	0.52	1.56	1.56
611-Dispatched & canceled en route	2	6	3.00	0.07	0.04	0.11	0.21
651-Smoke scare, odor of smoke	1	3	3.00	0.57	0.57	1.71	1.71
700-False alarm or false call, other	2	12	6.00	2.10	1.05	6.30	12.60
733-Smoke detector activation due to malfunction	1	3	3.00	0.50	0.50	1.50	1.50
734-Heat detector activation due to malfunction	1	4	4.00	0.63	0.63	2.52	2.52
743-Smoke detector activation, no fire - unintentional	1	3	3.00	0.08	0.08	0.24	0.24
900-Special type of incident, other	2	6	3.00	1.46	0.73	2.19	4.38
Blank. Incident Type not Entered	26	0	0.00	0.00	0.00	0.00	0.00
Total and Averages for all Incident Types	102	260	2.55	30.73	0.30		111.20