VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael E. Kelly, *Vice Mayor*
Michael W. Davey
Enrique Garcia
Robert Gusman
Mayra P. Lindsay
James S. Taintor

Village Manager
Genaro "Chip" Iglesias

DATE: June 14, 2011

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager

RE: FEMA Grant Management, Emergency Response and Disaster Recovery Services

RECOMMENDATION

It is recommended that the Village Council approve the attached Resolution which authorizes the Village Manager to execute the attached Agreement for Professional Services with O'Brien's Response Management, Inc.

BACKGROUND

O'Brien's Response Management offers professional loss consulting services and will provide a coordinated claim management strategy regarding the Village's FEMA Public Assistance (PA), FHWA Emergency Relief (ER) programs and insurance reimbursements.

O'Brien's Response Management (O'BRM) provides integrated emergency management services to assist with preparation, response and recovery from emergency situations or events. The preparatory stages in anticipation of an emergency or disaster allow for a controlled response which leads to a successful recovery that maximizes reimbursement from each Federal Grant Program regardless of the event type or magnitude. O'BRM is highly qualified to provide the Village with professional disaster management as well as debris monitoring services. O'BRM has Professional Services Agreement's with many state and local entities including the Florida Department of Transportation, Broward County, Miami-Dade County, the City of Key West and the City of Miami.

The Village incurs no costs for this agreement until activated by an emergency event. Cost recovery for Professional Service's Agreement will be reimbursed by Federal agencies.

RESOLUTION NO. 2011 -

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE AND O'BRIEN'S RESPONSE MANAGEMENT INC., CONCERNING FEMA GRANT MANAGEMENT, EMERGENCY RESPONSE AND DISASTER RECOVERY SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council desires to obtain the professional services of O'Brien's Response Management Inc. (the "Consultant") concerning the provision of specialized FEMA Public Assistance (PA), FHWA Emergency Relief (ER) programs and insurance reimbursement services; and

WHEREAS, upon the advice of the Village Attorney, the Village Council finds that the proposed services constitute professional services which are exempt from competitive bidding pursuant to Section 2-87(2) of the Village Code; and

WHEREAS, the Village Council finds that approval of the attached Professional Services Agreement between Consultant and Village is in the best interest of the Village.

NOW, THERFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Agreement Approved. That certain Village of Key Biscayne Agreement for Professional Services (the "Agreement") between the Village and Consultant, in substantially the form attached hereto, is hereby approved, and the Village Manager and Village Clerk are authorized, in their respective capacities, to execute the Agreement on behalf of the Village, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Village Manager is hereby authorized to take any action which is necessary to implement the Agreement and this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ___ day of June, 2011.

MAYOR FRANKLIN H. CAPLAN

ATTEST:

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services ("Contract") is entered into this ____ day of _____, 2011 ("Effective Date") by and between the Village of Key Biscayne, Florida, a Florida municipal corporation ("Client" or "Village") and O'Brien's Response Management Inc. ("Contractor" or "O'Brien's"). The Client and the Contractor may be referred to herein individually as "Party" or collectively as "Parties".

The Parties agree to the following:

1. **Engagement**. The Client hereby engages Contractor, and Contractor hereby accepts such engagement, to provide Professional Services (as defined herein) in accordance with the terms, and subject to the conditions, of this Contract.

2. **Services**. During the Term (as defined herein), the Contractor shall provide the Client with professional services that shall include those services described in Attachment A, which is incorporated herein ("Professional Services" or "Services").

3. **Term.** The term of this Contract shall commence on the Effective Date, and shall be in effect for a period of two years ("Term"), unless otherwise terminated earlier as provided herein. At the end of the Term, the Parties may mutually agree to renew the Contract provided the renewal is in writing and signed by both Parties.

4. **Independent Contractor.** It is expressly acknowledged by the Parties that Contractor is an "independent contractor" and nothing contained in this Contract is intended, or shall be construed, to create a partnership between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.

5. **Insurance.** During the Term, Contractor agrees to maintain at its sole cost and expense, a policy of commercial general liability insurance and automobile liability insurance in the minimum amount of $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Further, Contractor agrees to maintain Workers' Compensation insurance in the statutory amounts required under Florida law. Prior to commencement of the Term, Contractor shall provide the Village Manager with Certificates of Insurance for all required insurance policies, which certificates shall refer to this Contract and include the Village as an additional insured.

6. **Notice**. All notices from the Contractor to the Client, or from Client to the Contractor must be in writing, and, shall be deemed duly served if mailed by U.S. mail, e-mailed, or faxed to the other Party at the following:

Village of Key Biscayne		**O'Brien's Response Management Inc.**
Attn:	Village Manager	Attn: Keith Forster, CFO
Address:	88 West McIntyre Street	2929 East Imperial Highway
	Suite 210	Suite 290
City/State:	Key Biscayne, Florida	Brea, California
Zip Code:	33149	92821-6729
Tel:	(305) 365-5514	Tel: (714) 577-2100
Fax:	(305) 365-8936	Fax: (714) 577-2118

The Parties may change the above addresses or fax numbers at any time upon giving the other Party written notice.

7. **Compensation.**

7.1 The compensation for Services shall be based upon an hourly time and expenses rate schedule with a Not-to-Exceed value for services as requested from the Village. The compensation for Services may not be modified or increased, unless otherwise agreed upon by the Parties in writing. The Client may request, and the Contractor shall provide to the Client, any information that is reasonable and necessary to verify any Services rendered under the Contract.

7.2 Pursuant to the terms and conditions of this Contract, O'Brien's shall provide Services to the Client in accordance with federal, state, and local laws, rules, and regulations; and FEMA Policy and Guidance. The Client shall pay for Services as set forth hereinabove, and payment for Services shall not be contingent upon the receipt of federal funds, or upon any funding determination by FEMA and FHWA. All amounts not paid within thirty (30) days of the due date shall be subject to an interest charge of 1% per month applied to the unpaid invoice balance due.

8. **Termination.**

8.1 **For Cause**. The Client may terminate the Contract if (1) Contractor fails to perform under the terms of this Contract, (2) Client provides Contractor with a written notice of the default, and (3) Contractor fails to cure the default within a reasonable period of time. Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of, and without the fault or negligence of, the Contractor.

8.2 **Without Cause**. Either Party may terminate this Contract without cause by providing the other Party with ten (10) days written notice of the termination.

8.3 **Effects of Termination.** Upon receipt of any notice of termination, Contractor shall discontinue providing Services except as otherwise provided in Section 8.1. To the extent that the termination of this Contract is not due to Contractor's breach of its obligations under the Contract, Client shall reimburse Contractor for all Services properly furnished in accordance with the requirements of this Contract up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall have no further obligations under this Contract after the effective date of the termination. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic

format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Indemnification/Liability**. Contractor shall defend, indemnify and hold harmless the Client, its officers, agents and employees, from and against any and all demands, claims, losses, or damages arising out of, related to, or in any way connected to Contractor's performance or non-performance of any provision of this Contract. Contractor shall reimburse the Village for all of its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Contract. Neither Party shall be liable for, and each Party expressly releases the other Party from, any consequential, special, indirect, or punitive damages.

10. **Force Majeure**. The Contractor shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date Contractor first had reason to believe that a delay would result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall continue to perform in accordance with the Contract.

11. **Ownership and Access to Books and Records.** All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Services to the Village under this Contract shall be the property of the Village. The Village Manager or his designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Contract. The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or his designee to any Records pertaining to services performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

12. **General Provisions**.

12.1 **Agreement**. This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon the Parties.

12.2 **Assignment** The Contractor may not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Client.

12.3 **Safety.** The Contractor agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations relating to occupational safety.

12.4 **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Client and Contractor. The Contract may only be modified or amended upon mutual written agreement of the Parties.

12.5 **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.6 **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.7 **Authority.** Each person signing the Contract represents that he or she is duly authorized to do so and to bind the respective Party to the Contract.

12.8 **Governing Law.** This law shall be interpreted in accordance with the laws of the State of Florida. Any claim relating to this Contract shall be brought in the court of appropriate jurisdiction in Miami-Dade County.

12.9 **Attorneys' Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover its attorneys' fees and costs, including fees and expenses charged at the both trial and appellate levels. In the event of any litigation arising out of this Contract, each Party knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

IN WITNESS WHEREOF, the Parties have executed this Contract as written above.

VILLAGE:
VILLAGE OF KEY BISCAYNE

_____
Genaro "Chip" Iglesias
Village Manager

Date: _____

Attest:

_____
Conchita H. Alvarez, CMC, Village Clerk

Approved as to Form and Legal
Sufficiency for the Use and Benefit of
the Village of Key Biscayne Only

_____
Village Attorney

CONTRACTOR:

O'BRIEN'S RESPONSE MANAGEMENT INC.

By: _____
Title: _____
Name: _____
Date: _____

ATTACHMENT "A"
SCOPE OF SERVICES

Project Overview

The scope of the Professional Services will encompass O'Brien's working with the Village to support the oversight and management of debris recovery contractors. Also, O'Brien's will provide a range of related services including damage assessment, training, emergency planning and other services as needed and ordered by the Village. Other services may include facilitating communication with FEMA, FHWA, the State of Florida and other federal agencies, and coordination with state insurance representatives.

Scope of Work

DISASTER PLANNING, RESPONSE AND RECOVERY

Pre-Disaster Planning Services

O'Brien's Response Management provides integrated emergency management services to assist with preparation, response, and recovery from emergency situations or events. The preparatory stages in anticipation of an emergency or disaster allow for a controlled response, which leads to a successful recovery that maximizes reimbursement from each Federal grant program regardless of the event type or magnitude. Local municipalities receive the majority of their disaster recovery assistance from the FEMA Public Assistance (PA) and FHWA Emergency Relief (ER) programs. The following services offered by O'Brien's are available as needed:

Policy and Plan Review – O'Brien's begins its pre-disaster planning services by performing a comprehensive review of our Clients internal policies, guidelines, regulations and recovery plans. This review familiarizes us with our Client's level of preparedness for an emergency or disaster. The findings are presented in an analysis of changes and impacts to recovery reimbursement which includes steps necessary to develop, review or revise our Client's Debris Management Plan, Comprehensive Emergency Management Plan, Continuity of Operations Plan and Cost Estimating Matrices which may include cost and activity tracking tools.

Training Exercises – Tabletop training exercises are highly recommended to develop a sense of familiarity with internal response policies and local or regional coordinating agencies. Typical exercises involve response and recovery scenarios for Hurricanes (Categories 1 through 5) beginning with activities starting from 72 hours out to 7 days post storm. These activities include communication exercises, PDA preparation, mobilization, managing evacuations and emergency shelters.

Emergency and Response Training – Familiarity with the FEMA-PA and FHWA-ER programs is essential for all levels of municipal responders. Our training sessions may be tailored to the specific needs of management or field personnel. A thorough understanding of the 404 and 406 Hazard Mitigation programs ensures that potential for mitigation within each program is immediately identified. We also provide response and recovery training for the Fire Management Assistance Grant Program.

Debris Management – The location, size and operation of Debris Management Sites (DMS) can have a significant impact on the post-disaster cleanup efforts of any municipality. The extensive debris management experience of our team enables O'Brien's to assist with the selection and pre-authorization of new and/or existing sites. In conjunction with DMS selection, we provide training on the management and monitoring of debris removal operations with focus on the subtle differences between the FEMA-PA and FHWA-ER programs.

Emergency Contracts – O'Brien's may provide the service of reviewing the Client's emergency contracts to make recommendations concerning stipulations in the contract and/or scope of work that may affect recovery, response, and reimbursement. Wherever possible, recommendations will be made to mitigate financial risk and provide audit protection. We may assist with the development of requests for proposals, scopes of work, bidding process, and procurement of Emergency Contracts for activities such as debris operations, sign repair, signalization, Maintenance of Traffic (MOT), evacuation, emergency shelters, and rental equipment as needed.

Mobilization

Once an event reaches the mobilization threshold, our recovery and response teams would deploy to their designated location in support of the Client. In the event of a disaster of catastrophic nature, response personnel may mobilize to both the Emergency Operations Center (EOC) and the surrounding impacted areas. Wherever a Team is placed, the Team may begin tracking, documenting, and assisting in the response effort. A typical scope of support services available to our Clients during this phase may include but not be limited to:

Pre-Event (72 Hours Out)

Activity Tracking – In order to maximize reimbursement from Federal grant programs, activity and cost tracking is essential. This process must be effective and accurate from the earliest stages of the response effort, which may be as early as 72 hours out. Activities include assistance to personnel who man the EOC, or any effort taken to save lives, reduce the risk to public health and safety and prevent damage to improved public and private property.

Coordinating Debris Operations – An anticipated debris-generating event will trigger coordinating activities of debris monitoring and debris removal firms. Approximately 70 percent of the total cost of hurricane recovery is associated with debris operations therefore coordinating debris operations efforts are critical to a successful response.

Documentation Review and Preparation – Pre-event activities must include the review and preparation of documentation such as truck certifications, load tickets, truck placards, and project files for each activity that should be organized by Federal grant program.

Activation

Once a hurricane has made landfall or the disaster event has occurred, the response effort becomes focused on performing emergency operations, primarily by police and fire department personnel. The local EOC is fully staffed for the duration of the storm, which may last up to 24

hours. Immediately following a hurricane, PDA activities commence and O'Brien's personnel can provide support services that include:

Preliminary Damage Assessment (PDA) – The determining factor for an impacted area to receive a Federal declaration for grant assistance is the PDA. Damages must exceed the per-capita dollar threshold for that municipality or region in order to receive a Federal declaration, costs for which include preparatory measures up to 72 hours prior to a predicted event. Personnel manning the local EOC coordinate the PDA. The total estimated cost of recovering from a disaster can only be completed after the event has passed. The final cost must be reasonably accurate and involve the participation of key personnel within all impacted areas. The final PDA is submitted to the State EOC in request of financial assistance for the recovery efforts. The State either provides assistance directly, or requests assistance from the various Federal agencies that participate in disaster recovery.

Initial Debris Operations – Immediately following a disaster, the debris removal efforts focus on clearing roads ("cut and toss") to allow emergency access to critical facilities. O'Brien's personnel have extensive knowledge of the reimbursement requirements of the FHWA On-system and Off-system roadways for FHWA-ER reimbursement and FEMA-PA reimbursement for debris operations on local roads. Our staff may be involved with the coordination efforts and the collection of documentation necessary to draft DDIRs or PWs following current Federal policies and guidelines to maximize reimbursement between the Federal grant programs.

Initial Grant Program Procedures – After a Federally declared event, FEMA and the State conduct applicant briefings and kick-off meetings for the purpose of communicating the basic requirements of the FEMA-PA program, and to identify and respond to specific needs or special circumstances, or to communicate special procedures that may have been recently adapted for the program. O'Brien's would serve to be present at these meetings to ensure all Client needs are communicated and any modifications to the PA program are implemented.

Federal Grant Program Coordination – Federal agencies may provide reimbursement to local government agencies or municipalities for costs resulting from recovery efforts after a declared disaster depending on the type of damages. O'Brien's provides complete grant management on the respective assigned and regulated areas of responsibility. O'Brien's may coordinate with other funding agencies for sources for disaster assistance such as FEMA, FHWA, HUD, USDA, USACE, and NRCS. Reimbursements channeled through the State are primarily based on actual costs but the PDA may be used to provide immediate needs funding.

FEMA-PA Program Grant Coordination – O'Brien's can assist with the efforts required to prepare documentation and estimate costs for the repair and overall recovery from a Federally declared event under all categories of work as identified by the FEMA-PA program, which include Debris Removal operations (Cat A), Emergency Work (Cat B), Roads/Bridges (Cat C), Water Control facilities (Cat D), Buildings, Structures and/or Equipment (Cat E), Utilities (Cat F), and other facilities (Cat G). This documentation will be gathered and presented for the purpose of writing Project Worksheets (PWs) in a manner that complies with all policies and procedures, identifying opportunities for Hazard Mitigation, avoiding the need to submit appeals, and to facilitate reimbursement during work completion through project final inspection and

disaster closeout.

FHWA-ER Program Grant Coordination – O'Brien's can assist with the efforts required to prepare documentation that estimates the cost to recover from a Federally declared event under the FHWA-ER program that will be used to generate a DDIR. The experience and knowledge of the O'Brien's professionals regarding the guidelines and eligibility criteria of the FHWA-ER program assists to protect against duplication of funding from other Federal agencies such as FEMA while maximizing the eligible amount of reimbursement and providing audit protection.

Insurance Claim Adjusting – The FEMA-PA program is designed to reimburse eligible applicants for non-insured expenses resulting from a Federally declared event. This process requires a thorough review of the applicant's insurance policy to clearly identify coverage amounts for each damaged facility, and to estimate anticipated insurance proceeds. Final settlement with an insurance provider may take several years, and during the interim, deductions imposed by FEMA for anticipated insurance proceeds may be overestimated. O'Brien's can assist with determining accurate insurance proceeds deductions in order to maximize the Federal grant funding and avoid de-obligations.

Mutual Aid – Track Mutual Aid assignments and related costs and documentation by Federal Program according to the form and structure defined by the EMAC or the stipulations of inter-local mutual aid agreements.

Long Term Recovery

The process of transitioning from Response to Recovery will be determined by the nature of the event. In a catastrophic event, or an event that may have a far-reaching impact, it may be determined that an area will be staffed for an extended period of time. Generally, the transition will occur as the EOC returns to monitoring status, or Level 3, at which point long-term recovery will begin. A typical scope of support services available to our Clients during this phase may include but not be limited to:

Reconcile and Submit Documentation – Reconcile back-up documentation and submit to corresponding Federal agencies that may be involved with the recovery effort to ensure that all eligible funds have been captured between the Federal Programs. Documentation that may require review includes procurement policies, contracts, scopes of work, invoices, purchase orders, proof of payments, Human Resources policies pertaining to emergency pay, Force Account daily activity logs, payroll registers, equipment logs, emergency call logs, and generator logs.

Small PWs – Small projects are funded using an initial estimate of costs prepared by either FEMA or the PA program Applicant. O'Brien's staff would prepare small projects in the manner most beneficial to the Client, taking into consideration insurance reimbursements and departmental budgetary needs.

PW Versions – Large and small PWs are usually based on estimated costs to repair damages identified during a field inspection conducted by the FEMA PA Applicant. It is not unusual for damages to be omitted or unforeseen, or for actual repair costs to be significantly in excess of the

estimated amounts. The most desirable option for correcting scopes of work or project costs is for FEMA to issue a version of the original PW.

Alternate or Improved Projects – The funding provided by the PA program to repair a facility damaged by a disaster is typically intended to restore the facility to its pre-disaster design and function. There are times, however, when the public welfare would be best served by restoring the facility with improvements, or by utilizing the funds for a different purpose. O'Brien's personnel have served applicants to the PA program by requesting alternate or improved projects through the FDEM.

Hazard Mitigation – The Stafford Act allows for provisions to reduce or eliminate long-term risk to people and property from natural hazards and their effects as defined under sections 404 and 406. Hazard mitigation measures restore a facility beyond its pre-disaster design. O'Brien's personnel have the program knowledge to provide Hazard Mitigation support for damaged infrastructure and prepare funding proposals to FEMA and the State for reimbursement under the 404 and 406 Hazard Mitigation Programs as applicable.

Final Inspection and Close Out – Once all project work as identified in the Scope of Work of a PW has been completed, projects are subject to final inspection audit and close out. The final inspection process begins when the applicant submits a Request for Final Inspection or Request for Project Closeout. The final inspection and close out process may not happen for several years after the declaration date of a disaster. O'Brien's personnel have provided final inspection and project close out support throughout the State of Florida since hurricane Andrew and most recently for all the 2004 and 2005 storms.

Audit Support – PA program grant recipients are subject to audits by the Office of Management and Budget (OMB) or the Department of Homeland Security (DHS) Office of Inspector General (OIG) depending on the amount of grant funding received. O'Brien's services include project support throughout the response and recovery effort in anticipation of audits to ensure full compliance with all aspects of the PA program as well as all the technical support during the audit process.

Overall Grants Management Support – O'Brien's services include overall grants management support from the earliest stages prior to the receipt of grant funding, inception of each project, to final inspection and project close out. The services provided cover all possible aspects of emergency and grants management.

Reporting – O'Brien's Recovery Teams shall provide weekly reports to Client staff, as requested, with information including field activities, employee activities, project progress, and issue resolution. Other reports will be provided as requested.

Conclusion of Services

In a catastrophic or far reaching high impact event, it may be determined that an area will be staffed for an extended period of time. The process and timing of the Team's eventual demobilization will be determined by the nature of the event, together with collaboration between the Client and Team Project Manager. A sample scope of support services available to

our Clients during this phase may include but not be limited to:

Pre-Demobilization Meeting – Open issues remaining until the demobilization phase will be defined and the resolution of these issues will be planned and tracked until actual demobilization.

Consolidate Documentation – All project documents will be consolidated, prepared and submitted by project and by Federal funding program for the long-term storage per State and Federal guidelines of (3 years after disaster close out for Federal and 5 years for the State of Florida).

Final Summary Report – After open issues have been either resolved or identified for resolution, and project documentation has been prepared for storage, a final summary report will be issued for Client review and acceptance.

DEBRIS MONITORING

Project Management

O'Brien's is fully qualified, capable and prepared to provide clients with disaster debris monitoring and federal programs consulting services commensurate with its requirements and expectations. As one of the nation's premier debris monitoring firms, we are confident in our ability to respond expeditiously to any natural or man-made debris generating event that might be encountered and to provide the highest level of professional debris monitoring services available, utilizing our innovative and proven approaches to achieve project success.

As the result of having successfully completed many complex and challenging debris monitoring projects, we have developed a sound project management approach which allows us to mobilize rapidly, adapt to fluid circumstances and challenges, implement our tested operating procedures seamlessly and provide our clients with the finest debris monitoring and federal grants management services available. We see our team as an extension and partner of the client's debris management and Public Works staff, which serves to augment and strengthen its capabilities. Our management model is designed to allow us to coordinate and integrate rapidly and effectively with all participants in a major debris removal operation while maintaining the highest level of customer service and accountability, yet remaining flexible and scalable to allow us to adapt to ever changing project requirements.

Pre-Event Consultation and Planning

Table Top Planning and Preparation Exercises

Prior to any storm event, O'Brien's debris management and planning specialists will meet with the Client's Debris Management Team to strategize a response to a major debris generating event. O'Brien's will develop debris forecasts based on various storm and disaster scenarios utilizing the Army Corps of Engineers' debris forecasting model, historical data and other methodologies, in order to identify requirements for staffing levels, equipment, contracted services, temporary debris sites and final disposal. O'Brien's will also participate in an annual debris operations table-top exercise with the contract holder's debris removal contractor and

relevant departmental personnel in order to plan and strategize for various disaster scenarios. We will also review carefully any existing Debris Management Plans and make recommendations for updating or revising them.

Debris Management Site Selection

O'Brien's will assist with pre-event selection of temporary Debris Management Sites suitable to handle the quantities and types of debris forecast during the planning session and will advise the Client on obtaining all necessary environmental or other permits, in Coordination with local and state environmental agencies. Our team will review potential sites, consult on site selection criteria and issues, assist with the acquisition of all necessary environmental and other State, Federal or Local permits, make sight visits to photograph and inspect potential properties and produce a summary report with recommendations.

Training

O'Brien's Response Management can provide training in debris management and monitoring to the Client's debris management personnel and other stake-holders. Our debris management training seminar offers a comprehensive overview of FEMA and FHWA program requirements for reimbursement of debris clearance and removal costs, monitoring techniques, documentation requirements, safety considerations, contracting guidelines and other vital debris operations issues.

Truck Measurement and Certification Program

As the debris removal contractor's trucks and equipment begin to arrive at the disaster scene, O'Brien's will initiate the truck measurement and certification program in coordination with the debris removal contractor, to accurately measure the volumetric capacity of each truck. We utilize the latest FEMA-approved methodologies, forms and tools (including laser distance measurement) for measuring and calculating the capacity of debris removal trucks and can provide all truck placards and truck certification forms necessary. Original truck certification forms with photographs of each truck showing its placard and any modifications will be provided to the Client in a binder along with electronic "PDF" copies and a summary spreadsheet. Our Quality Control/Roving monitors will also periodically spot check and re-certify trucks during the project in order to deter and detect fraudulent alteration of truck capacities or placards.

Field Supervisors

O'Brien's provides experienced Field Supervisors at staffing levels commensurate with operational requirements to oversee and coordinate the activities of all O'Brien's field and site monitors. At least one Supervisor will be responsible for monitoring activities in each debris zone.

Roving Monitors / Quality Control Inspectors

O'Brien's frequently deploys trained roving debris monitors to assist in the identification and documentation of ineligible debris (such as land-clearing or construction waste), consult with FEMA debris specialist about eligibility issues, assist with mapping of debris clearance progress, inspect debris zones for "hot spots" and zone closure status, distribute fliers or door hangers to residents and perform other functions as requested. Their primary roles will be to ensure that only FEMA-eligible debris is collected and hauled and that removal contractors do not enter onto

private property. Roving monitors will work with FEMA and the Client's field staff to "pre-validate" certain types of debris, such as stumps and hanging tree limbs. Designated personnel will also provide Quality Control/Quality Assurance oversight of all project activities, report safety concerns, inspect trucks for alterations to capacity or placards, halt any work deemed unsafe or ineligible under FEMA guidelines, assure load tickets are completed correctly and report to the Project Manager daily.

Loading Site Monitors

O'Brien's loading site monitors will inspect and monitor all debris collection work performed by the removal contractors and record data for each load on our standard load tickets. O'Brien's will provide an adequate number of monitors to inspect and monitor all debris removal activities and document each load utilizing load tickets, field logs and other documentation as required.

Debris Management Site Selection and Monitoring

O'Brien's will assist the Client with selection, evaluation, baseline environmental data and soil sample collection and State and local authorization of temporary Debris Management Sites, either prior or subsequent to an event. We will also coordinate State and local authorizations of temporary sites or burn permits and address any other environmental issues that may arise. At least two trained O'Brien's Debris Management Site monitors will be deployed to each site.

Debris Removal Mapping and GIS Applications

O'Brien's monitors and Field Supervisors will map out where debris remains, locate 'hot spots' for immediate collection, mark ineligible debris piles and track progress for pass completions and debris removal zone closures. This information can be used by the government's debris management staff to track progress and provide updates to the media, elected officials and the public, or to approach FEMA about eligibility issues. Our mapping services incorporate state of the art technology and can be tailored to any specifications requested, including GIS applications. Debris collection data can be used to update neighborhood or zonal maps daily, and O'Brien's can assist with the development of a web-based mapping system to upload to an internet site.

FHWA / FEMA Cost Segregation

As FEMA will not reimburse expenditures for the removal of debris which are eligible for funding under any other federal or state disaster recovery grant programs, it is imperative from the beginning of the debris project to track and document costs accurately and separately - in particular for the FHWA Emergency Relief (ER) Program. During pre-event planning meetings, O'Brien's will work with the Client to review FHWA debris removal guidelines and identify roadway sections within the affected jurisdiction that are designated as part of the Federal Aid System. Our monitors will be supplied with maps which clearly delineate Federal Aid System roads and will track first pass debris clearance and removal costs from these roads carefully. O'Brien's will provide a summary and backup documentation of FHWA-eligible costs, sufficient to support ER Program debris removal claims.

Residential Debris Drop-off Site Management and Monitoring

If the Client decides to implement such a program, O'Brien's will set up, manage and monitor debris drop-off sites where local residents may bring storm debris themselves. We will work

with the Parks or Public Works Departments to identify suitable sites, set up segregated disposal areas for different types of debris.

Damage Reporting

O'Brien's can implement a Contractor Damage Reporting and Remediation Program. Each incident will be documented with photographs, logged on damage/incident reports and called into Field Supervisors. The Debris Manager or his designated representative will be informed of the incident and a report of each damaged facility will be given to the Client and the debris removal contractor. Field Supervisors will follow up to verify that the debris removal contractor took remedial action in an appropriate timeframe. If electric, water, phone or cable TV utilities are damaged O'Brien's, will contact the proper authority and report the damages immediately.

Daily Meetings and Status Reports

Our Project Manager and/or Deputy Project Manager will attend daily meetings with the Client's Debris Manager and the debris removal contractors' management and operational staff to coordinate scheduling, resolve problematic issues and make any adjustments required to debris removal, reduction and disposal operations in order to enhance safety, control costs, increase efficiencies or better comply with FEMA guidelines. Daily detailed summaries of the previous day's debris removal activities and data will be provided to the Debris Manager by 10 A.M.

Ineligible Debris Notification

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

GPS Locating and Digital Photographs

O'Brien's Loading Site Monitors and Field Supervisors are issued handheld GPS devices and digital cameras to enable the recording of precise locations from which debris was removed. In order to ensure that debris which requires special eligibility determination (such as leaning trees, stumps, hanging limbs, vehicles, waterborne materials and other types) is documented properly, O'Brien's monitors and Field Supervisors will carefully record GPS locations of any such debris which is removed. In addition, digital photographs will be taken of the debris and then matched to the stump, tree or limb load tickets, which our monitors issue. Our automated record keeping system, which combines GPS location and photographs with detailed descriptions and street addresses, will document all debris requiring eligibility validations from FEMA so that, if it becomes necessary, we will be able specify exact locations and eligibility criteria for all debris collected.

Load Tickets

Load tickets will serve as the basis for payment to the removal contractors and will be handled and managed by O'Brien's carefully. These tickets will document and certify the loading location of the debris, its eligibility under FEMA guidelines and its type and quantity. Our Field

Supervisors will manage quality control over the proper completion of the load tickets with all required information and ensure that tickets are organized, secured, sorted, recorded, compiled and distributed each day.

O'Brien's will organize tickets by date and number and at the completion of the project will provide a full set of original (Part 1) tickets as well as scanned copies of each. All voided or lost tickets will also be logged for auditing purposes.

Data Management and Reporting

Managing the large quantity of data generated by the debris project is perhaps our most vital role. On a daily basis, O'Brien's will produce, manage and organize all project documents and enter data from the load tickets into our proprietary *Debris Tracker* database system, which is self-reconciling, provides quality assurance/quality control.

O'Brien's makes it a priority to manage load tickets correctly and produce accurate electronic data-base files of all pertinent information on the load ticket, which are then used to reconcile our records against those of the debris removal contractor and to certify approval of the removal contractor's invoices. We take our data collection and management responsibilities seriously and can assure our clients that our proven system will provide accurate and timely results.

O'Brien's has developed its own "Debris Tracker" data management software program, into which all load ticket and truck certification data is entered by our staff daily. Scanned copies of the load tickets, as well as photos of unique debris (such as leaning trees, stumps, hanging limbs, boats, etc.) are entered, and final data reports are generated to show project status and running totals for any set of parameters. Below are samples of our data management system and reports:

Invoice Reconciliation and Final Payment Approval

O'Brien's will reconcile each of the debris removal contractor's invoices and backup documentation with our independently maintained data base of debris quantities and project costs. First, we will ensure that all costs presented on the invoices conform to the removal contract's scope of work, unit prices, performance parameters and timelines. We then inspect and audit the invoice backup documentation to assure that it reconciles with our own database for the specified time frame and work.

Any discrepancies will be brought to the attention of the Client immediately, in the form of an Invoice Discrepancy Report. O'Brien's will coordinate with the contractor to resolve any discrepancies or disputes and, upon resolution, provide the client with a final reconciliation and payment approval report/letter, highlighting the target date for payment and any retainer or other fees that may be outstanding. Included with this payment approval report is a complete load ticket summary from our database to support the invoice amount, as well as details of any adjustments or corrections, which had to be made. At the completion of the project, O'Brien's will produce a final debris removal invoice summary report.

Final Disposal Confirmation and Cost Documentation

O'Brien's will assist in confirming that all eligible storm debris is disposed of in a manner and at a site which conforms to State, Federal and Local regulatory guidelines. Our monitors will

inspect loads of reduced debris leaving the temporary Debris Management Sites, issue a load ticket to each truck and maintain a log of ticket numbers and volumes. If requested, we will also position monitors at the final disposal landfill or other designated sites to record tare weights and document disposal costs. If final disposal sites other than established landfills are to be used, we will confirm that all of the required documentation and environmental permits are in place and that State, Federal and local authorizations are secured. We will also coordinate with FEMA, State and local environmental agencies to ensure the integrity and regulatory compliance of all final disposal activity.

Federal Program Compliance and Technical Support

Our extensive experience with all federal disaster recovery funding programs enables us to ensure that the debris removal project is performed in compliance with FEMA and FHWA reporting requirements, as well as federal, State or local environmental and safety regulations. Our FEMA Program Specialist will monitor FEMA and FHWA policy developments or modifications throughout the project and notify the Debris Manager if important changes occur or if pertinent Disaster Specific Guidance is issued. Permission to deviate from FEMA guidelines shall be sought in writing from the on- scene FEMA debris specialist before O'Brien's will provide load tickets to the removal contractors for such work.

Documentation of project costs maintained by O'Brien's will meet or exceed Federal and State agency requirements to ensure that all FEMA, FHWA and other disaster response and recovery claims are properly documented and able to withstand scrutiny during the final inspection and closeout process. Our consultants are also qualified to prepare Category A (debris removal and monitoring), debris-related Category B (debris clearance) FEMA Project Worksheets and FHWA Detailed Damage Inspection Reports. If appeals to FEMA decisions are necessary, we will assist in the drafting of those as well.

Final Deliverables

At the conclusion of the debris project, O'Brien's will provide all documentation of debris clearance, removal, management, reduction, disposal and monitoring costs, sufficient to fully and accurately support federal grant program claims.

Cost Proposal

The hourly rates shall include all costs, all applicable overhead and profit (excluding lodging, meals and transportation).

I. Disaster Debris Monitoring

Positions	Hourly Rates
Project Manager	$75.00
Operations Manager	$65.00
FEMA Coordinator	$98.00
Schedule/Expeditors	$45.00
GIS Analyst	$80.00
Computer Analyst	$80.00
Field Supervisors	$53.00
Debris Site/Tower Monitors	$33.00
Environmental Specialist	$80.00
Project Inspectors (Citizen Site Monitors)	$30.00
Load Ticket Data Entry Clerks (QA/QC)	$28.00
Billing/Invoice Analysts	$30.00
Administrative Assistants	$15.00
Field Coordinators (Crew Monitors)	$30.00

II. Additional Services as Specified – Technical Assistance, Planning, Guidance

Positions	Hourly Rates
FEMA Public Assistance Coordinator	$120.00
Technical Writer and Planner	$98.00
Public Information Officer	$78.00
Engineer	$90.00
Mitigation Specialist	$98.00
FEMA/FHWA Specialist	$98.00

FEMA PA Project Officer	$98.00
Disaster Management Trainer	$98.00
Damage Assessments	$78.00
Debris Management Consultant	$78.00
Administrative Assistants	$15.00
Aerial Photography	Pass Through Cost