

To: The Honorable Mayor and Council Members

From: Alberto Destrade, Purchasing Director 

Date: May 10, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXERCISE THE THIRD OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT, AS AMENDED, BETWEEN THE CITY OF NORTH MIAMI AND TRUE NORTH EMERGENCY MANAGEMENT, LLC, FOR DISASTER DEBRIS MONITORING AND OTHER RELATED SERVICES NECESSITATED BY A DECLARED EMERGENCY EVENT, IN ACCORDANCE WITH THE CITY OF NORTH MIAMI REQUEST FOR PROPOSAL NO. 56-10-11 DISASTER DEBRIS MONITORING SERVICES; FURTHER AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS IN THE EVENT SUCH EMERGENCY SERVICES ARE REQUIRED TO BE PROCURED, IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GUIDELINES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

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**RECOMMENDATION**

Staff is requesting that the Mayor and City Council authorize the City Manager to exercise the third and final renewal option of the contract with True North Emergency Management, Inc. ("True North") to provide the City with "Disaster Debris Monitoring Services" on an as-needed basis.

**BACKGROUND**

On July 13, 2011, the City issued Request for Proposals ("RFP") No. 56-10-11 "Disaster Debris Monitoring Services" (Solicitation) seeking qualified and experienced contractors to provide the City with emergency disaster monitoring services and to assist with the supervision and managing of the debris recovery and removal process, as well as other related services (i.e. damage assessment, training, emergency planning, and serving as a liaison between the City and federal agencies, State of Florida and Miami-Dade County in the aftermath of a declared emergency).

The City received three (3) proposals in response to the above referenced RFP and were evaluated by an Evaluation Team. Of the three proposals, True North submitted the lowest pricing and was recommended for award to City Council.

On September 13, 2011, the City Council passed and adopted Resolution No. R-2011-107 awarding True North as the primary vendor, for an initial term of three (3) years, with an option to renew for three (3) additional one-year terms.

This renewal represents the last of the renewal options allowable under the current contract for this firm. True North has also agreed to renew their contract for this final term under the same price schedule as contained in the original agreement.

In order to ensure that the City continues to have the resources in place and readily available to successfully handle the logistical demands of a declared emergency and its potential impact on this community, staff recommends the approval of this final renewal option of the True North contract.

**FUNDING SOURCE**

The funding for this renewal has been allocated from the City's General Fund.

**ATTACHMENTS**

Resolution

Agreement With True North Emergency Management, LLC.

Resolution 2011-107 – Initial Award by City Council

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXERCISE THE THIRD OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT, AS AMENDED, BETWEEN THE CITY OF NORTH MIAMI AND TRUE NORTH EMERGENCY MANAGEMENT, LLC, FOR DISASTER DEBRIS MONITORING AND OTHER RELATED SERVICES NECESSITATED BY A DECLARED EMERGENCY EVENT, IN ACCORDANCE WITH CITY OF NORTH MIAMI REQUEST FOR PROPOSAL #56-10-11 DISASTER DEBRIS MONITORING SERVICES; FURTHER AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS IN THE EVENT SUCH EMERGENCY SERVICES ARE REQUIRED TO BE PROCURED, IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GUIDELINES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on July 13, 2011, the City of North Miami (“City”) advertised *Request for Proposal #56-10-11 Disaster Debris Monitoring Services* (“RFP”), seeking qualified and experienced contractors to provide the City with disaster related debris monitoring services to support the oversight and management of debris recovery and removal process and other related services, including damage assessment, training, emergency planning, and facilitating lines of communication between the City and the Federal Emergency Management Agency (“FEMA”), other federal agencies, the State of Florida, and Miami-Dade County (collectively referred to herein as “Services”); and

**WHEREAS**, True North Emergency Management, LLC, was evaluated by City administration as the highest ranked contractor whose proposal, qualifications and references demonstrated to be the most advantageous to the City (“Contractor”); and

**WHEREAS**, Contractor has expressed its capabilities, expertise and willingness to perform the Services pursuant to the terms, conditions, requirements and specifications contained in the RFP; and

**WHEREAS**, on September 13, 2011, the Mayor and City Council passed and adopted Resolution No. R-2011-107, approving the selection of Contractor and further authorized the City Manager and City Attorney to negotiate and execute an agreement with Contractor; and

**WHEREAS**, in accordance with Resolution No. R-2011-107, City administration executed an agreement (as subsequently amended) with Contractor for the provision of Services, with an initial term of three (3) years commencing on June 1, 2011, and three (3) options to renew on a year-by-year basis, with the same terms and conditions (“Agreement”); and

**WHEREAS**, City administration desires to exercise the third and final Option to Renew Agreement with Contractor, commencing June 1, 2016, through May 31, 2017; and

**WHEREAS**, the Mayor and City Council have determined that the coverage of Services from Contractor throughout the upcoming hurricane season, pursuant to the terms of the Agreement, as amended, is an essential element to the protection of the public health, safety and welfare.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**      **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to exercise the Third Option to Renew Professional Services Agreement, as amended, between the City of North Miami and True North Emergency Management, LLC, for disaster debris monitoring and other related services necessitated by a declared emergency event, in accordance with City of North Miami *Request for Proposal #56-10-11 Disaster Debris Monitoring Services*; further authorizing the City Manager to issue purchase orders in the event such emergency services are required to be procured, in accordance with the Federal Emergency Management Agency (FEMA) guidelines.

**Section 2.**      **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JEFF P.H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Alix Desulme  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilman Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT  
(RFP #56-10-11 Disaster Debris Monitoring Services)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 27<sup>th</sup> day of October, 2011, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida ("City"), and **True North Emergency Management, LLC**, a foreign limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 512 Main Street, Suite 415, Ft. Worth, TX 76102 ("Primary Contractor"). The City and Primary Contractor shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on July 13, 2011, the City advertised *Request for Proposal #56-10-11 Disaster Debris Monitoring Services* ("RFP"), seeking a pool of qualified and experienced contractors to provide the City with disaster related debris monitoring services to support the oversight and management of debris recovery and removal process and other related services, including damage assessment, training, emergency planning, and facilitating lines of communication between the City and FEMA, other federal agencies, the State of Florida, and Miami-Dade County ("Services"); and

**WHEREAS**, proposals were reviewed and evaluated by the City's Selection Team which ranked True North Emergency Management, LLC, as the most responsive, responsible contractor with qualifications and references most advantageous to the City; and

**WHEREAS**, True North Emergency Management, LLC, has expressed its capability, expertise and willingness to perform the Services in accordance with the terms, conditions, requirements and specifications contained in the RFP; and

**WHEREAS**, on September 13, 2011, the Mayor and City Council of the City of North Miami, Florida, passed and adopted a resolution approving the selection of True North Emergency Management, LLC, as the Primary Contractor and authorized the City Manager to execute an agreement for the provision of Services.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 City of North Miami *Request for Proposal #56-10-11 Disaster Debris Monitoring Services*, attached hereto by reference;

2.1.2 Primary Contractor's response to the RFP ("Proposal"), attached hereto by reference;

2.1.3 Primary Contractor's Fee Schedule, attached hereto as Exhibit A;

2.1.4 Any additional documents which are required to be submitted by Primary Contractor pursuant to this Agreement and RFP.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFP.

2.3 The Parties agree that Primary Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFP prior to Primary Contractor submitting its Bid Submittal or the right to clarify same shall be waived.

#### **ARTICLE 3 – TERM OF AGREEMENT**

3.1 The initial term of this Agreement shall be a period of three (3) years commencing on June 1, 2011 ("Initial Term"), unless terminated earlier by either Party.

3.2 Following the Initial Term, the City shall have the option to renew this Agreement in writing and with the same terms and conditions for an additional three (3) years, on a year-by-year basis.

3.3 The City reserves the right to request and consider yearly price quotations from Primary Contractor, prior to each renewal period.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Primary Contractor's ability to timely perform Services or any portion thereof, the City may request that the Primary Contractor, within a reasonable period of time, provide adequate assurances to the City in writing, of Primary Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Primary Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

#### **ARTICLE 4 - COMPENSATION**

4.1 Payment to Primary Contractor for Services to the City will be made in accordance with the terms of the RFP and Primary Contractor's Fee Schedule, attached hereto.

4.2 Primary Contractor shall be paid within thirty (30) days of receipt of invoice the total shown due, provided the City has accepted Primary Contractor's performance.

4.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Primary Contractor.

#### **ARTICLE 5 - SCOPE OF SERVICES**

5.1 Primary Contractor shall provide the Services set forth in the Contract Documents and in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession. The City reserves the right to issue directives as necessary to facilitate the flow of work or to minimize any conflict or hazard with public operations.

5.2 Primary Contractor shall provide Services under the direction of and to the satisfaction of the City. The City shall make decisions on all claims regarding the interpretation of the Contract Documents and on all other matters relating to the execution and progress of the Services rendered by Primary Contractor.

5.3 Primary Contractor represents and warrants to the City that: (i) Primary Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Primary Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Primary Contractor is duly authorized to execute same and fully bind Primary Contractor as a party to this Agreement.

5.4 Pursuant to Contract Documents, Primary Contractor shall comply with the City's Local Preference Code requirements by assigning no less than ten percent (10%) of the total value of the Services undertaken on an annual basis, to the local firm of: AR Toussaint & Associates, 620 NE 126<sup>th</sup> Street, North Miami, FL 33161.

#### **ARTICLE 6 - INDEPENDENT CONTRACTOR**

6.1 Primary Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Primary Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Primary Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Primary Contractor. Therefore, Primary Contractor agrees to provide workers' compensation insurance for any employee or agent of Primary Contractor rendering services to the City under this Agreement.

**ARTICLE 7 - CONFLICTS OF INTEREST**

7.1 Primary Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

7.2 Primary Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on work assigned to the Primary Contractor, except as fully disclosed and approved by the City. Primary Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

**ARTICLE 8 - DEFAULT**

8.1 If Primary Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Primary Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Primary Contractor fails to cure a default within five (5) business days after receiving notice of default. Primary Contractor understands and agrees that termination of this Agreement under this section shall not release Primary Contractor from any obligations accruing prior to the effective date of termination.

**ARTICLE 9 - TERMINATION RIGHTS**

9.1 The Parties shall have the right to terminate this Agreement at any time, with or without cause, upon ten (10) days written notice to the other Party. In such event, the City shall pay Primary Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Primary Contractor for any additional compensation, or for any consequential or incidental damages.

**ARTICLE 10 - NOTICES**

10.1 All notices, demands, correspondence and communications between the City and Primary Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Primary Contractor: True North Emergency Management, LLC  
Attn: Nelson Lucious  
512 Main Street, Suite 415  
Fort Worth, TX 76102  
Phone: (817) 870-2422  
Fax: (817) 870-2489

To City: City of North Miami  
Attn: City Manager  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

With a copy to:

City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 11 - PUBLIC RECORDS**

11.1 Primary Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

#### **ARTICLE 12 - INDEMNIFICATION**

12.1 Primary Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Primary Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 Primary Contractor shall be fully responsible to City for all acts and omissions of the Primary Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing services under this Agreement. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Primary Contractor has visited the worksite and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

12.4 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

#### **ARTICLE 13 - INSURANCE**

13.1 Prior to the execution of this Agreement, the Primary Contractor shall submit certificate(s) of insurance evidencing the required coverage specified in the RFP and provide that the City is an

additional named insured, with respect to the required coverage and the operations of the Primary Contractor under this Agreement. Primary Contractor shall not commence work under this Agreement until after Primary Contractor has obtained all of the minimum insurance described in the RFP and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Primary Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Primary Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Primary Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

13.2 All insurance policies required of the Primary Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

#### **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Primary Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

14.7 The Primary Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.10 The professional Services to be provided by Primary Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

14.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

14.12 The Primary Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in the RFP, which have not been modified by this Agreement, shall remain in full force and effect.

14.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

True North Emergency Management, LLC, a Foreign Limited Liability Company:

Corporate Secretary or Witness:

**"Primary Contractor"**

By: Kim Awtry

By: K. Nelson Lucius

Print Name: Kim Awtry

Print Name: K. Nelson Lucius

Date: 10/27/11

Date: 10/27/11

ATTEST:

City of North Miami, a Florida municipal corporation: **"City"**

By: [Signature]  
Michael A. Etienne  
City Clerk

By: [Signature]  
Stephen E. Johnson  
Interim City Manager *ES*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]  
V. Lynn Whitfield  
City Attorney

City of North Miami  
Office of the City Clerk  
City Hall, 1st Floor  
776 NE 125th Street  
North Miami, FL 33161-4116

August 2, 2011

Re: RFP No. 56-10-11 - Disaster Debris Monitoring Services

We appreciate the opportunity to provide services to the City of North Miami. As the firm originally selected firm, True North has further reduced our hourly rates due to:

- 1) Reinforcement of our commitment to provide the highest level of services to the City of North Miami, at the lowest possible cost,
- 2) Current labor costs under national and local economic conditions, and
- 3) Ability to provide cost effective services with a local partner based in North Miami.

True North will work with AR Toussaint and Associates, a North Miami surveying/construction support company, to provide debris removal monitoring. We will hire and train most monitoring staff locally within the City of North Miami. We will provide experienced debris managers and supervisors to handle hiring and training of local monitors. AR Toussaint will provide 10 to 20 percent of the labor force and will assist with the local hiring and monitoring services. True North, Toussaint and Neel-Schaffer (the True North Team) are pleased to present our qualifications to the City of North Miami to provide Professional Services for Monitoring of Debris Removal and Related Services. We are enclosing one (1) original, seven (3) copies and one (1) copy on CD of our statement of qualifications that outlines our capabilities to provide the requested services as identified in your Request for Proposal. True North Emergency Management is a wholly owned subsidiary of Neel-Schaffer Engineers and Planners, Inc. We specialize in emergency management and debris monitoring services. Maptech, Inc. in Pompano Beach is a surveying firm and is also a wholly owned subsidiary of Neel-Schaffer."

We believe the True North team is the best qualified firm to provide debris management and monitoring for the City of North Miami. Our primary focus will be providing the highest level of service to your City. Our extensive experience in managing contractors enables the True North team to manage debris removal contractors to best serve the citizens of the City of North Miami. We will use our load ticketing system to ensure this occurs. We are committed to local hiring and training of debris monitors to support the local economy, as we have done in response to previous disasters. The True North team has a strong track record of full reimbursement of debris removal and monitoring costs.

True North has experience and capacity in debris removal, solid waste and hazardous waste management and disposal. We have extensive knowledge and experience of Federal State and Local Emergency Agencies, State and Federal funding programs and reimbursement processes and procedures. The True North team is knowledgeable of environmental requirements and has more than five years of continuous experience in procurement, operations, planning, contract management and accounting systems.

The True North team understands the importance of this project for debris removal monitoring services in the City of North Miami. Our experience in cleanup efforts to date has shown that securing qualified personnel, providing timely responses, and maintaining proper documentation are the keys to the recovery from the devastation left by disasters. The True North team provides qualified managers and supervisors, who will hire and train local residents to be debris monitors. Debris monitors will be trained on all aspects of debris eligibility, recognizing ROW, properly completing documentation, and safety. They will be provided personal protection equipment, e.g., hard hat, safety vest, and safety glasses, as needed.

True North debris removal projects have included both public and private property as well as structure demolition and other specialized monitoring. We understand the issues/challenges (private properties, FEMA rules/regulations, public involvement, etc.), have an organized approach to the project, and are prepared to mobilize and begin work immediately.

The True North team is committed to minimizing costs to the City of North Miami through competitive hourly rates along with careful management of working hours. We will work closely with the City in developing staffing levels to ensure adequate oversight and documentation of the project, while minimizing costs to the public. We take very seriously the challenge of managing a quick, effective debris removal project, while maximizing federal and state reimbursement.

Prior to each hurricane season we will meet with the City of North Miami at no cost to the City, to coordinate response and communications plans to facilitate a "fast track" disaster response. The True North team will conduct a formal half-day meeting with all debris haulers prior to each hurricane season. Topics of discussion will include debris removal scheduling, work zones, debris monitoring, staging area location, citizen drop off sites, mobilization schedules, equipment requirements, damage reporting, invoicing and other topics as requested by the City. We will also present training materials and conduct a formal half day training and coordination meeting with City staff responsible for project management, staging area tower monitors, debris monitors or other positions as required by the City. As requested, the True North team will meet with the City of North Miami to coordinate debris management and discuss reimbursement issues.

We will mobilize a core team of debris management professionals in advance of hurricanes or predicted disasters to begin preparation for full scale debris operations and to work with the City to develop an event-specific Debris Management Action Plan. True North's permanent staff and companywide disaster management response team are prepared to respond immediately in the event of future disasters in the City of North Miami. We will mobilize prior to the event in order to be fully prepared to assist the City of North Miami recover from predicted disasters. We will be on site to assist the City within 8 hours following unpredicted disasters. The True North team is ready and able to serve the City of North Miami in the event of a disaster.

The True North team is ready and able to serve the City of North Miami on this important project. We encourage the City of North Miami to contact our references to inquire about the professionalism, ethics, integrity and hard work of our staff in disaster debris management services. If we can be of any assistance, or if you have any questions regarding this proposal, please feel free to call at 817-201-1912.

Sincerely,  
True North Emergency Management, LLC



K. Nelson Lucius, P.E.  
Manager

CC: Russell Benford  
City Manager' City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161-4116

**Attachment A**

**FEE SCHEDULE:**

Labor Rates for the services requested by the City of North Miami are shown below.

Title Role	Hourly Rate (US\$)
Project Manager	\$58.50
Operations Manager	\$48.50
FEMA Coordinator	\$58.50
Scheduler / Expeditors	\$38.50
GIS Analyst	\$48.50
Field Supervisors	\$48.50
Debris Site / Tower Monitors	\$36.50
Environmental Specialist	\$48.50
Project Inspectors (Citizen Site Monitors)	\$36.50
Project Inspectors (Load Ticket Data Entry Clerks)	\$28.50
Billing and Invoicing Analysts	\$28.50
Administrative Assistants	\$28.50
Field Coordinators (Crew Monitors)	\$36.50

Proposal Certification

I hereby certify that I am submitting the enclosed information as my company's cost proposal by virtue of executing and returning this FEE SCHEDULE. I further certify full, complete and unconditional acceptance of the contents of the Request for Proposals, and all appendices and the contents of any Addenda released thereto.

If selected, I agree to execute any required truth-in-negotiations certificate stating that the rates of compensation and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

PROPOSER (firm name): True North Emergency Management, LLC  
 STREET ADDRESS: 512 Main Street, Suite 415  
 CITY & STATE: Fort Worth, TX 76102  
 PRINT NAME OF AUTHORIZED REPRESENTATIVE: K. Nelson Lucius  
 SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
 TITLE: Manager  
 DATE: July 26, 2011

RESOLUTION NO. R-2011-107

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF TRUE NORTH EMERGENCY MANAGEMENT, LLC, AS THE PRIMARY CONTRACTOR, THOMPSON CONSULTING SERVICES-TCS, LLC, AS THE SECONDARY CONTRACTOR AND DISASTERS, STRATEGIES AND IDEAS GROUP, LLC, AS THE TERTIARY CONTRACTOR FOR DISASTER DEBRIS MONITORING AND OTHER RELATED SERVICES, IN ACCORDANCE WITH THE CITY OF NORTH MIAMI REQUEST FOR PROPOSAL #56-10-11 DISASTER DEBRIS MONITORING SERVICES; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE SELECTED CONTRACTORS FOR THE PROVISION OF SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on July 13, 2011, the City of North Miami ("City") advertised *Request for Proposal #56-10-11 Disaster Debris Monitoring Services* ("RFP"), seeking qualified and experienced contractors to provide the City with disaster related debris monitoring services to support the oversight and management of debris recovery and removal process and other related services, including damage assessment, training, emergency planning, and facilitating lines of communication between the City and FEMA, other federal agencies, the State of Florida, and Miami-Dade County ("Services"); and

**WHEREAS**, as a result of the RFP, three (3) proposals were received and evaluated by the City's Evaluation Team, resulting with the following list of qualified contractors, ranked in the order from the highest scoring contractor to the lowest scoring contractor, respectively: (1) True North Emergency Management, LLC; (2) Thompson Consulting Services-TCS, LLC; and (3) Disasters, Strategies and Ideas Group, LLC; and

**WHEREAS**, all three (3) contractors have expressed their capabilities, expertise and willingness to perform the Services pursuant to the terms, conditions, requirements and specifications contained in the RFP; and

**WHEREAS**, the Mayor and City Council have determined that it is in the City's best interests to approve the selection of contractors, and to authorize the City Manager and City Attorney to negotiate and execute an agreement with each contractor for the provision of Services.

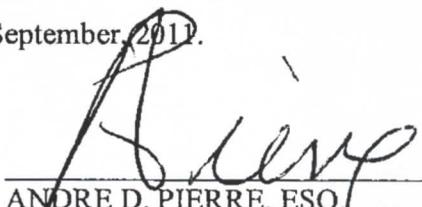
**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Approval of Selection.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of True North Emergency Management, LLC, as the Primary Contractor, Thompson Consulting Services-TCS, LLC, as the Secondary Contractor, and Disasters, Strategies and Ideas Group, LLC, as the Tertiary Contractor for disaster debris monitoring and other related services, in accordance with the City of North Miami Request for Proposal #56-10-11 Disaster Debris Monitoring Services.

**Section 2. Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute agreements with the selected Contractors for the provision of Services.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 13 day of September, 2011.

  
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ANDRE D. PIERRE, ESQ.  
MAYOR

ATTEST:

  
\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
V. LYNN WHITFIELD  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Marcellus

Seconded by: Councilman Blynn

**Vote:**

Mayor Andre D. Pierre, Esq.	<u>X</u>	(Yes)	_____	(No)
Vice Mayor Marie Erlande Steril	<u>X</u>	(Yes)	_____	(No)
Councilperson Michael R. Blynn, Esq.	<u>X</u>	(Yes)	_____	(No)
Councilperson Scott Galvin	<u>X</u>	(Yes)	_____	(No)
Councilperson Jean R. Marcellus	<u>X</u>	(Yes)	_____	(No)