

PELICAN BAY SERVICES DIVISION
Municipal Services Taxing & Benefit Unit

NOTICE OF PUBLIC MEETING

WEDNESDAY, JULY 12, 2023

THE PELICAN BAY SERVICES DIVISION BOARD WILL MEET AT 1 PM ON JULY 12 AT THE COMMUNITY CENTER AT PELICAN BAY, 8960 HAMMOCK OAK DRIVE, NAPLES, FLORIDA, 34108.

AGENDA

1. Pledge of Allegiance
2. Roll Call
3. Agenda approval
4. Approval of 5/10/23 Regular Session meeting minutes
5. Audience comments
6. Administrator's report
 - a. Capital Projects updates
 - i. Sidewalk Phase II status
 - ii. Operations Facility bid results
 - iii. Georgetown roadway drainage repair
 - iv. Clam Pass maintenance permit status
 - b. June 30 Financial Report
7. Committee Reports
 - a. Water Management
 - i. *Committee recommendation for Georgetown drainage improvement
 - b. Budget
8. Chairman's report
 - a. *Management services contract
9. Old Business
10. Other Business
11. Adjournment

**indicates possible action items*

ANY PERSON WISHING TO SPEAK ON AN AGENDA ITEM WILL RECEIVE UP TO THREE (3) MINUTES PER ITEM TO ADDRESS THE BOARD. THE BOARD WILL SOLICIT PUBLIC COMMENTS ON SUBJECTS NOT ON THIS AGENDA AND ANY PERSON WISHING TO SPEAK WILL RECEIVE UP TO THREE (3) MINUTES. THE BOARD ENCOURAGES YOU TO SUBMIT YOUR COMMENTS IN WRITING IN ADVANCE OF THE MEETING. ANY PERSON WHO DECIDES TO APPEAL A DECISION OF THIS BOARD WILL NEED A RECORD OF THE PROCEEDING PERTAINING THERETO, AND THEREFORE MAY NEED TO ENSURE THAT A VERBATIM RECORD IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS MEETING YOU ARE ENTITLED TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE PELICAN BAY SERVICES DIVISION AT (239) 252-1355.

**PELICAN BAY SERVICES DIVISION BOARD REGULAR SESSION
MAY 10, 2023**

The Pelican Bay Services Division Board met on Wednesday, May 10, 2023, at 1:00 p.m. at the Community Center at Pelican Bay, 8960 Hammock Oak Drive, Naples, Florida 34108.

In attendance were:

Pelican Bay Services Division Board

Michael Fogg, Chairman (*absent*)

Joe Chicurel, Acting Chair

Jack Cullen

Jacob Damouni

Mark Ferland (*absent*)

Peter Griffith

Susan Hamilton

Denise McLaughlin

Michael Rodburg

Beth Stein

Rick Swider

Pelican Bay Services Division Staff

Neil Dorrill, Administrator

Dawn Brewer, Ops. Support Spec. II (*absent*)

Chad Coleman, Ops. Manager

Darren Duprey, Supervisor – Field I

Dave Greenfield, Supervisor - Field II

Karin Herrmann, Project Manager I

Lisa Jacob, Project Manager II

Barbara Shea, Admin. Support Spec. II

Also Present

Jane Brown, Pelican Bay Foundation

Jim Hoppensteadt, Pelican Bay Foundation

Mike Ruffolo, Pelican Bay Foundation

APPROVED AGENDA (*AS AMENDED*)

1. Pledge of Allegiance
2. Roll Call
3. Agenda approval
4. Approval of 4/12/23 Regular Session meeting minutes
5. Audience comments
6. Administrator's report
 - a. Capital Projects updates
 - i. Sidewalk Phase II
 - ii. Beach and dune restoration
 - iii. Replacement Operations Facility
 - b. April 30 Financial Report
 - c. Army Corps of Engineers study update
7. Chairman's report
 - a. June PBSB board meeting
 - b. Traffic noise on US 41
 - c. US 41 Median modification at Gulf Park Drive (*add-on*)
8. Old Business
9. New Business/Miscellaneous Correspondence
10. Adjournment

DR. CHICUREL SERVED AS THE ACTING CHAIR FOR THIS MEETING

ROLL CALL

Mr. Ferland and Mr. Fogg were absent and a quorum was established.

AGENDA APPROVAL

Ms. Hamilton motioned, Ms. McLaughlin seconded to approve the agenda as amended with the addition of item #7c. The motion carried unanimously.

APPROVAL OF 4/13/2023 REGULAR SESSION MEETING MINUTES

Mr. Griffith motioned, Ms. Hamilton seconded to approve the 4/13/2023 regular session meeting minutes as presented. The motion carried unanimously.

AUDIENCE COMMENTS

Mr. Ted Raia revisited his suggestion for the PBSB to install a flagpole at the PB entrance at Gulf Park Drive. He also questioned how/why the Oakmont Lake pathway is owned by the PBF. Dr. Chicurel commented that several years ago the County Attorney made a judgment call that this pathway is private property. Mr. Hoppensteadt, PBF President, confirmed this and noted that the County Attorney has stated that public funds cannot be used to benefit private property.

Mr. Ken Dawson commented that he recently purchased a decibel meter, which has recorded readings over 80 at his home (located near US 41), which is equal to a reading from a jack hammer. He noted that County Ordinance #7718 says that any noise level greater than 70 is dangerous.

Ms. Jill Brader commented that the noise and carbon dioxide generated from US 41 vehicles are harmful to PB residents. She noted that in 2017, the Dept. of Transportation suggested that vegetation will absorb carbon dioxide and therefore, requested that the PBSB shores up the plantings on the US 41 berm.

ADMINISTRATOR'S REPORT

SIDEWALK PHASE II UPDATE

Mr. Dorrill provided the following updates on our Sidewalk Phase II Project.

- Our sidewalk contractor, Quality Enterprises (QE), has installed just under 2 miles of sidewalk so far, adding over 1/3 mile during April. 570 days remain in the contract. 40 feet of sidewalk was replaced as a result of inappropriate pitch and/or damage.
- Two or three work directives have been issued, the most notable relating to the Ridgewood Dr./Gulf Park Dr. connection where additional curbing has been installed.
- Revised plans for the regrading of the concrete sidewalk cut-through of two Ridgewood Dr. circular driveways (requiring specialized slope to accommodate the homeowners' vehicles) were received from our engineer today.
- In several locations along Ridgewood Dr. there are piles of pavers, waiting on direction from the homeowners as to whether (1) the homeowner wishes to keep them, or (2) the pavers will be removed and taken to our facility at 6200 Watergate Way.

- QE plans to use their slipform paving machine again in work areas with fewer conflicts. If we are not happy with the work product, we can issue work directives, but we cannot be perceived as “interfering” with the contractor’s work.

BEACH AND DUNE RESTORATION UPDATE

Mr. Dorrill reported that our emergency beach fill project to reconstruct the beach area in and around Marker 36 (as a result of Hurricane Ian) has been accomplished. He reported that the County’s FEMA project to reconstruct the beach dune is in process. Mr. Dorrill commented that the PBF is purchasing additional sand to add to the beach dune. Mr. Hoppensteadt commented that the sand placed on the berm, as part of the County’s FEMA project, was completely redistributed during a recent storm. He noted that the PBF and the PBSB are working with Humiston & Moore to determine a means of stabilizing the dune sand.

REPLACEMENT OPERATIONS FACILITY PROJECT UPDATE

Mr. Dorrill reported that the Replacement Operations Facility Project has been let and advertised. A pre-bid conference was held yesterday. He noted that last year no local contractors bid on the project. Mr. Dorrill commented that PBSB staff ensures that invoices are paid in a timely manner by preparing all the necessary backup documentation. He commented that he would like to generate local contractor interest in this project.

APRIL FINANCIAL REPORT

Mr. Dorrill reviewed the April 30 financial statements and discussed highlights including a current PBSB cash balance of approximately \$13.8 million and outstanding commercial paper due of \$2.5 million. He noted that interest earned in April of \$517 seems unusually low compared to prior months, and that Ms. Herrmann will follow up with the Clerk’s Office to determine the accuracy of this entry.

ARMY CORPS OF ENGINEERS STUDY UPDATE

Mr. Dorrill commented that the U.S. Army Corps of Engineers (USACE) has kicked off their new project to evaluate coastal resiliency with public meetings and a 3-day charrette. Mr. Dorrill and Mr. Hoppensteadt attended the USACE charrette for stakeholders (April 26-28). Mr. Dorrill noted that there was a lot of public interest. He reported that the USACE has extended the deadline for written public comments to June 8. Pelican Bay, with its protective mangroves and berm, received a lot of attention as it is a great example of a natural ecosystem on the west coast of Florida. Mr. Dorrill noted that this project will study resiliency alternatives and concerns. He noted that this study will be managed by a USACE group out of Norfolk, Virginia. This group has experience in completing a similar study of the Norfolk coastal area.

Ms. McLaughlin encouraged board members and PB residents to individually send letters to the USACE, encouraging natural solutions.

CHAIRMAN’S REPORT

PASSING OF FORMER PBSB BOARD MEMBER

Dr. Chicurel reported that former PBSB board member John Domenie passed away.

JUNE PBSB BOARD MEETING

Dr. Chicurel reported that our next PBSB Board meeting will be held on June 14.

TRAFFIC NOISE ON US 41

Dr. Chicurel commented that we have received a response from Lt. Dave Bruening, Supervisor for the Traffic Bureau at the Sheriff's Office, concerning steps being taken to address the traffic noise on US 41, which was included in the agenda packet.

Mr. Griffith suggested that the PBSB perform a review of the US 41 berm landscaping which was installed to replace the Hurricane Irma damaged/lost landscaping (in 2017). He noted that there are several areas which could use additional plantings to increase the density of landscaping along the berm, which may help to reduce the noise from US 41. Dr. Chicurel suggested that Mr. Greenfield and Mr. Duprey assess the density of the landscaping along US 41 to determine which areas could benefit from additional plantings.

US 41 MEDIAN MODIFICATION AT GULF PARK DR. (ADD-ON)

Dr. Chicurel provided documents to the board which included e-mail communications with Mr. Walter Breuggeman, Traffic Services Program Engineer with FDOT, regarding the possible installation of a quick curb at the intersection of US 41 and Gulf Park Drive, which were added to the record.

Dr. Chicurel commented on FDOT's recommendation to install a quick curb modification to the median opposite the "right turn only" exit from Gulf Park Drive onto US41 and suggested that this was a good first step to improve the traffic flow at this intersection. He commented on the illustration, included in the agenda packet, which shows the "channeling of traffic" resulting from the installation of a quick curb. Dr. Chicurel suggested that this issue be discussed with our state senator, which may speed up the implementation of any improvements to this intersection.

Dr. Chicurel commented that he had a discussion with Mr. Jay Ahmad, Collier County Director of Transportation Engineering, on the possibility of reducing the exiting traffic on Gulf Park Dr. onto US 41 into one lane, by "striping off" the second lane. This may cause issues for emergency vehicles and Sheriff's Dept. vehicles. Dr. Chicurel concluded that this issue will be discussed at the next Landscape & Safety Committee meeting.

Mr. Ken Dawson commented that navigational systems direct northbound drivers exiting Gulf Park Dr. to make a left-hand turn onto US 41.

Ms. Jill Brader commented on how northbound drivers, exiting Gulf Park Dr., now have to quickly drive across three lanes of southbound traffic on US 41, in order to make a U-turn to travel back northward on US 41. She suggested that driving across three lanes of traffic on US 41 is dangerous and that a traffic light at this intersection would be a far better solution.

OLD BUSINESS

Mr. Dorrill reported that the deadline for the Management Services RFP is tomorrow.

ADJOURNMENT

The meeting was adjourned at 1:52 p.m.

Michael Fogg, Chairman

Minutes approved [] as presented OR [] as amended ON [] date

Pelican Bay Services Division Project Tracking Spreadsheet

07/06/2023

PBSD New Maintenance Facilities – Project #50211

Solicitation #23-8096 for “Pelican Bay New Maintenance Facility” was issued on 4/26/2023. A pre-bid meeting occurred on 5/9/2023. Bid deadline was extended until 7/10/2023.

Sidewalk Improvements - Project #50212

In June, the Contractor placed 2,132 linear feet of sidewalk working on Gulf Park Dr and Crayton Rd. Total linear footage billed to date is 10,093. LF. Average daily placement was approximately 106.6 linear feet.

Golf Course Drainage Improvements

Contractor, Shenandoah repaired pipes underneath the cart path of the golf course. Work was completed on 7/5/2023 at a cost of approximately \$251,000.

Bay Colony Beach Dune Swale Maintenance

Contractors Earth Tech and McCleran completed Bay Colony Beach Dune Swale maintenance behind the Contessa. Additionally, PBSD field staff excavated the swale and installed coconut fiber material to stabilize the bank. Once staff receives quotes, Shenandoah will be scheduled to clean the pipes at Carlyle, Brighton-Biltmore, and Windsor as well as at the Ritz and Trieste after the rainy season.

PELICAN BAY
BALANCE SHEET
Jun 30, 2023
(UNAUDITED)

OLD FUND NUMBER	Pelican Bay Landscape, Safety, Lake & Beach				Assessment Funded Activities	Pelican Bay	TOTAL
	Operating Fund	Street	Projects	Clam Bay Capital		Financed Capital	
	109	778	322	320		323	
	1007000000	1008000000	3041000000	3040000000	Total	3042000000	
ASSETS							
Cash and Investments	3,605,611.26	423,113.71	7,200,883.53	297,547.36	11,527,155.86	956,410.87	12,483,566.73
Interest receivable	-	-	-	-	-	-	-
Trade receivable, net	-	-	-	-	-	-	-
ROU Lease Receivable-Current	47,707.73	23,497.84	-	-	71,205.57	-	71,205.57
Due from other Funds	-	-	-	-	-	-	-
Due from other governments	8.00	-	37,235.06	-	37,243.06	-	37,243.06
Total assets	3,653,326.99	446,611.55	7,238,118.59	297,547.36	11,635,604.49	956,410.87	12,592,015.36
LIABILITIES AND FUND BALANCE							
Liabilities:							
Accounts payable	112,918.89	5,758.87	74,352.83	31,101.25	224,131.84	226,387.49	450,519.33
Wages payable	-	-	-	-	-	-	-
Retainage payable	-	-	-	-	-	-	-
Due to other Government	128.20	64.10	-	-	192.30	-	192.30
Deferred Inflows-Leases	46,738.73	23,020.57	-	-	69,759.30	-	69,759.30
Commercial Paper Loan	-	-	2,500,000.00	-	2,500,000.00	-	2,500,000.00
Total liabilities	159,785.82	28,843.54	2,574,352.83	31,101.25	2,794,083.44	226,387.49	3,020,470.93
Fund balances:							
Fund balance	3,493,541.17	417,768.01	4,663,765.76	266,446.11	8,841,521.05	730,023.38	9,571,544.43
Total liabilities and fund balances	3,653,326.99	446,611.55	7,238,118.59	297,547.36	11,635,604.49	956,410.87	12,592,015.36
Fund Balance at the end of the period	3,493,541.17	417,768.01	4,663,765.76	266,446.11		730,023.38	
Approved Project Financing Available to Draw						4,000,000.00	
Unspent balance of projects:							
Small projects under \$200K	-	-	449,630.70	-	-	-	-
50126-Beach Renourishment	-	-	639,068.74	-	-	-	-
50211-PBSD OPS BLD	-	-	3,621,267.44	-	-	-	-
50212-PBSD PH1-SW	-	-	720,111.70	-	-	-	-
50212-PBSD PH2-SW	-	-	-	-	-	4,713,840.69	-
51026-PBSD Lake Bank Restoration	-	-	1,239,205.03	-	-	-	-
51100-Clam Bay Restoration	-	-	-	237,462.10	-	-	-
Total unspent balance of major projects	-	-	6,669,283.61	237,462.10		4,713,840.69	
Budgeted reserves:							
991000-Reserve for contingencies	108,500.00	11,400.00	-	-	-	-	-
991700-Reserve for disaster relief	700,000.00	-	-	-	-	-	-
992090-Reserve for sinking fund	-	-	-	-	-	-	-
993000-Reserve for capital outlay	110,500.00	50,000.00	110,400.00	-	-	-	-
994500-Reserve for future construction and improvement	-	-	-	-	-	-	-
998000-Reserve for cash	475,000.00	40,000.00	-	-	-	-	-
Total budgeted reserves	1,394,000.00	101,400.00	110,400.00	-		-	
Budgeted commitments at the end of the period	1,394,000.00	101,400.00	6,779,683.61	237,462.10		4,713,840.69	
	2,099,541.17	316,368.01	(2,115,917.85)	28,984.01		16,182.69	
Financing Recap:							
Funding for current sidewalk program planned				6,500,000.00			
Funding reserved for future capital projects				3,500,000.00			
Financing Secured				<u>10,000,000.00</u>			
						This is the difference between interest earned on unspent proceeds and accrued interest paid on the borrowing.	

PELICAN BAY
 INCOME STATEMENT
 OPERATING FUND - 1007000000
 Jun 30, 2023
 (UNAUDITED)

	Adopted Budget	Amended Budget	Commitments to	January	February	March	April	May	June	Total Expenditures	Variance	% Budget Consumed
REVENUES AND CARRYFORWARD												
Special assessments	4,903,400.00	4,903,400.00	-	645,241.49	172,845.74	104,849.60	143,089.18	39,385.36	14,653.44	4,699,038.54	(204,361.46)	95.8%
FEMA	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
Interest	20,000.00	20,000.00	-	11,182.29	8,114.54	11,191.26	517.12	8,947.86	-	54,979.50	34,979.50	274.9%
Miscellaneous	36,800.00	36,800.00	-	3,723.27	4,021.29	3,672.28	3,622.29	3,622.29	36,512.29	64,861.16	28,061.16	176.3%
Transfers in	34,100.00	34,100.00	-	(447.10)	-	-	-	-	-	34,100.00	-	100.0%
Negative 5% of estimated revenue	(248,100.00)	(248,100.00)	-	-	-	-	-	-	-	-	248,100.00	-
Budgeted carryforward	1,811,000.00	1,982,193.44	-	-	-	-	-	-	-	-	(1,982,193.44)	-
Total revenues + carryforward	6,557,200.00	6,728,393.44	-	659,699.95	184,981.57	119,713.14	147,228.59	45,955.51	51,165.73	4,852,975.20	(1,875,414.24)	72.1%
EXPENDITURES AND RESERVES												
Personal services	1,976,835.00	2,000,235.00	-	36,822.12	140,480.88	143,823.21	143,072.55	141,379.62	224,134.22	1,435,598.97	564,636.03	71.8%
Salaries, taxes and retirement	427,265.00	427,265.00	106,816.25	106,816.25	-	-	106,816.25	-	-	213,632.50	106,816.25	75.0%
Health, dental, life insurance; Short term, for	2,404,100.00	2,427,500.00	106,816.25	143,698.37	140,480.88	143,823.21	249,888.80	141,379.62	224,134.22	1,649,231.47	671,452.28	72.3%
Total personal services	4,808,195.00	4,854,999.99	213,632.50	287,336.76	281,041.76	291,469.62	499,787.60	282,758.84	448,268.44	3,308,472.94	1,556,231.55	77.3%
Operating	841,400.00	896,768.68	438,885.16	47,945.37	26,433.15	34,285.46	42,915.47	29,451.15	89,395.20	439,192.94	18,690.58	97.9%
182602-Lake & Stormwater Management fe	1,595,100.00	1,595,100.00	276,838.15	288,066.33	81,895.81	104,164.37	161,220.91	99,160.89	105,879.77	1,174,485.69	143,776.16	91.0%
182901-Right of way beautification field	2,436,500.00	2,491,868.68	715,723.31	316,011.70	108,288.96	138,449.83	204,136.38	128,612.04	195,274.97	1,613,678.63	162,466.74	93.5%
Total operating	4,873,000.00	5,083,777.36	715,723.31	848,023.77	375,817.06	276,904.92	408,274.23	317,224.18	290,569.87	3,237,367.26	174,667.28	94.5%
Capital outlay	98,500.00	214,324.76	1,135.62	35,171.09	3,456.91	79,518.05	-	86,702.64	-	201,391.78	117,973.36	94.5%
Transfers out	263,400.00	263,400.00	-	12,876.96	3,456.91	3,526.85	2,861.78	667.71	293.07	169,483.24	95,916.76	64.3%
Total expenditures	5,202,500.00	5,397,093.44	823,675.18	507,698.12	252,206.75	365,317.94	456,886.96	357,362.01	419,702.26	3,633,785.12	939,633.14	82.8%
Budgeted reserves	108,500.00	85,100.00	-	-	-	-	-	-	-	-	85,100.00	-
991000-Reserve for contingencies	700,000.00	700,000.00	-	-	-	-	-	-	-	-	700,000.00	-
991700-Reserve for disaster relief	110,500.00	110,500.00	-	-	-	-	-	-	-	-	110,500.00	-
993000-Reserve for capital outlay	475,000.00	475,000.00	-	-	-	-	-	-	-	-	475,000.00	-
998000-Reserve for cash	1,354,700.00	1,351,300.00	-	-	-	-	-	-	-	-	1,370,600.00	-
Total reserves	6,557,200.00	6,728,393.44	823,675.18	507,698.12	252,206.75	365,317.94	456,886.96	357,362.01	419,702.26	3,633,785.12	2,310,233.14	66.2%
Total expenditures + reserves	6,557,200.00	6,728,393.44	823,675.18	507,698.12	252,206.75	365,317.94	456,886.96	357,362.01	419,702.26	3,633,785.12	2,310,233.14	66.2%
EXCESS OF REVENUE OVER EXPENDITURES	-	-	-	152,001.83	(67,225.18)	(245,604.80)	(309,658.37)	(311,406.50)	(368,536.53)	1,219,194.08	-	-

2,274,347.09 Carryforward as of 9/30/22
 3,493,541.17 Fund Balance as of 06/30/2023

PELICAN BAY
INCOME STATEMENT
STREET LIGHTING - 1008000000
Jun 30, 2023
(UNAUDITED)

	Adopted Budget	Amended Budget	Commitments	January	February	March	April	May	June	Total Expenditures	Variance	% Budget Consumed
REVENUES AND CARRYFORWARD												
Current Ad Valorem Taxes	743,400.00	743,400.00	-	29,616.55	28,117.77	12,329.41	18,482.18	27.80	(41.55)	705,289.21	(38,110.79)	94.9%
Miscellaneous revenue	18,900.00	18,900.00	-	1,611.65	2,010.65	1,811.15	1,811.15	1,811.15	1,811.15	15,762.36	(3,137.64)	83.4%
Interest	1,500.00	1,500.00	-	1,566.20	1,440.32	1,241.14	75.26	1,009.93	-	7,117.15	5,617.15	474.5%
Insurance refunds	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
Negative 5% of estimated revenue	(38,300.00)	(38,300.00)	-	-	-	-	-	-	-	-	38,300.00	-
Transfers in	-	-	-	-	-	-	-	-	-	-	-	-
Budgeted carryforward	148,700.00	299,967.37	-	-	-	-	-	-	-	-	(299,967.37)	-
Total revenues + carryforward	874,200.00	1,025,467.37	-	32,794.40	31,268.74	15,381.71	20,388.59	2,848.88	1,768.60	728,168.72	(297,298.65)	71.0%
EXPENDITURES AND RESERVES												
Personal services	108,380.00	108,380.00	-	2,404.63	7,920.62	7,867.24	7,813.98	7,813.97	11,738.47	73,126.76	35,253.24	67.5%
Salaries, taxes and retirement	16,620.00	16,620.00	4,155.00	4,155.00	-	-	4,155.00	-	-	12,465.00	-	100.0%
Health, dental, life insurance; Short term, long term disability, v	125,000.00	125,000.00	4,155.00	6,559.63	7,820.62	7,867.24	11,968.98	7,813.97	11,738.47	85,591.76	35,253.24	71.8%
Total operating	223,700.00	223,700.00	43,286.93	16,127.54	15,144.77	13,789.62	16,649.13	18,800.13	21,252.94	149,855.95	30,557.12	86.3%
Operating	223,700.00	223,700.00	43,286.93	16,127.54	15,144.77	13,789.62	16,649.13	18,800.13	21,252.94	149,855.95	30,557.12	86.3%
182701-Street Lighting Field Operations	500.00	151,767.37	151,267.37	-	562.36	-	369.64	0.56	(0.84)	411,849.71	11,750.29	97.2%
Total operating	423,600.00	423,600.00	-	592.93	23,627.75	220,753.45	28,987.75	26,614.66	32,990.57	647,297.42	78,060.65	91.6%
Capital outlay	772,800.00	924,067.37	198,709.30	23,279.50	23,627.75	220,753.45	28,987.75	26,614.66	32,990.57	647,297.42	78,060.65	91.6%
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-
Total expenditures	11,400.00	11,400.00	-	-	-	-	-	-	-	-	11,400.00	-
Budgeted reserves	95,100.00	95,100.00	-	-	-	-	-	-	-	-	50,000.00	40,000.00
951000-Reserve for Contingencies	95,100.00	95,100.00	-	-	-	-	-	-	-	-	50,000.00	40,000.00
953000-Reserve for capital outlay	50,000.00	50,000.00	-	-	-	-	-	-	-	-	40,000.00	40,000.00
958000-Reserve for cash	40,000.00	40,000.00	-	-	-	-	-	-	-	-	101,400.00	101,400.00
Total reserves	101,400.00	101,400.00	-	-	-	-	-	-	-	-	101,400.00	101,400.00
Total expenditures + reserves	874,200.00	1,025,467.37	198,709.30	23,279.50	23,627.75	220,753.45	28,987.75	26,614.66	32,990.57	647,297.42	179,460.65	82.5%
EXCESS OF REVENUE OVER EXPENDITURES												
	-	-	-	9,514.90	7,640.99	(205,371.74)	(8,619.16)	(23,765.78)	(31,220.97)	80,871.30	-	-

356,896.71 Carryforward as of 9/30/22
 417,768.01 Fund Balance as of 06/30/2023

PELICAN BAY
 INCOME STATEMENT
 PELICAN BAY LANDSCAPE, SAFETY, LAKE & BEACH PROJECTS - 3041000000
 Jun 30, 2023
 (UNAUDITED)

	Adopted Budget	Amended Budget	Commitments	January	February	March	April	May	June	Total Expenditures	Variance	% Budget Consumed
REVENUES AND CARRYFORWARD												
Special assessments	1,582,800.00	1,582,800.00	-	(363,157.05)	55,794.87	33,845.61	46,189.41	10,776.85	4,730.15	1,516,780.61	(66,019.39)	95.8%
Misc Revenue	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
Interest	10,000.00	10,000.00	-	14,813.81	12,807.56	18,922.97	166.93	15,682.44	-	94,096.75	84,096.75	941.0%
Insurance refunds	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
Transfers in	917,700.00	917,700.00	-	130,000.00	-	198,850.00	130,000.00	-	-	787,700.00	(130,000.00)	85.8%
Negative 5% of estimated revenue	(79,700.00)	(79,700.00)	-	-	-	-	-	-	-	-	-	-
Budgeted carryforward	468,000.00	6,144,989.41	-	-	-	-	-	-	-	-	79,700.00	-
Total revenues + carryforward	2,898,800.00	8,575,789.41	-	(218,343.24)	68,602.43	251,618.58	176,356.34	26,459.29	4,730.15	2,398,577.36	(6,177,212.05)	28.0%
EXPENDITURES AND RESERVES												
Projects:												
50066-PBSD Landscape Improvement	100,000.00	115,958.90	25,006.17	-	300.00	1,500.00	799.50	3,400.00	4,479.33	10,478.83	80,479.30	30.6%
50103-PBSD Signage	227,700.00	321,671.26	32,148.00	-	-	-	-	-	-	-	289,523.26	10.0%
50126-Beach Renourishment	400,000.00	693,557.51	4,242.00	-	-	-	3,461.58	27,332.50	23,694.69	54,488.77	634,826.74	8.5%
50154-Hurricane Irma	160,000.00	160,000.00	-	-	-	-	-	-	-	-	160,000.00	0.0%
50158-PBSD Roadway Safety	-	88,772.05	6,837.25	-	-	-	-	65,310.41	9,668.09	74,978.50	6,956.30	92.2%
50178-Sidewalk Maintenance/Enhancement	-	35,882.82	5,988.82	-	-	4,592.50	5,338.00	5,910.00	6,468.00	27,197.00	2,697.00	92.5%
50211-PBSD OPS BLD	-	3,747,527.06	91,147.22	1,160.11	20,343.96	26,008.01	20,862.24	34,333.02	13,728.90	126,259.62	3,530,120.22	5.8%
50212-PBSD PH1-SW	-	876,487.45	696,789.25	12,524.25	22,559.50	23,320.00	31,802.25	22,745.50	28,040.75	156,375.75	23,322.45	97.3%
50272-Streetlight Improvement	300,000.00	300,000.00	171,500.00	-	-	-	-	-	-	-	128,500.00	57.2%
51026-PBSD Lake Bank Restoration	1,300,000.00	1,824,832.36	155,439.00	6,349.00	266,647.80	(5,742.00)	16,592.25	53,608.00	29,152.00	585,627.33	1,082,766.03	40.7%
Total expenditures	2,487,700.00	8,164,689.41	1,190,097.71	20,033.36	309,851.26	49,678.51	78,855.82	212,639.43	115,231.76	1,035,405.80	5,939,185.90	12.7%
Transfers out	300,700.00	300,700.00	-	(5,953.04)	9,115.90	18,376.91	923.78	9,615.53	9,594.60	110,610.74	190,089.26	36.8%
Total expenditures	2,788,400.00	8,465,389.41	1,190,097.71	14,080.32	318,967.16	68,055.42	79,779.60	222,254.96	124,826.36	1,146,016.54	6,239,675.16	13.5%
Budgeted reserves	110,400.00	110,400.00	-	-	-	-	-	-	-	-	110,400.00	0.0%
953000-Reserve for capital outlay	-	-	-	-	-	-	-	-	-	-	-	-
952090-Reserve for sinking fund	-	-	-	-	-	-	-	-	-	-	-	-
951700-Reserve for disaster relief	-	-	-	-	-	-	-	-	-	-	-	-
Total reserves	110,400.00	110,400.00	-	-	-	-	-	-	-	-	110,400.00	0.0%
Total expenditures + reserves	2,898,800.00	8,575,789.41	1,190,097.71	14,080.32	318,967.16	68,055.42	79,779.60	222,254.96	124,826.36	1,146,016.54	6,239,675.16	27.2%
EXCESS OF REVENUE OVER EXPENDITURES	-	-	(232,423.56)	183,563.16	(250,364.73)	183,563.16	96,576.74	(195,795.67)	(120,096.21)	1,252,560.82	-	-

5,911,204.94 Carryforward as of 9/30/22
 7,163,765.76 Fund Balance as of 06/30/2023
 2,500,000.00 Commercial Paper loan

PELICAN BAY
INCOME STATEMENT
CLAM BAY CAPITAL PROJECT FUND - 3040000000
Jun 30, 2023
(UNAUDITED)

	Adopted Budget	Amended Budget	Commitments to	January	February	March	April	May	June	Total Expenditures	Variance	% Budget Consumed
REVENUES AND CARRYFORWARD												
Special assessments	203,100.00	203,100.00	-	(40,090.77)	7,158.87	4,342.63	5,926.42	1,382.74	606.51	194,620.94	(8,479.06)	95.8%
Interest	100.00	100.00	-	635.17	488.03	702.40	21.42	603.01	-	3,492.10	3,392.10	3492.1%
Transfer In	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
Negative 5% of estimated revenue	(10,300.00)	(10,300.00)	-	-	-	-	-	-	-	-	10,300.00	0.0%
Budgeted carryforward	12,600.00	185,016.85	-	-	-	-	-	-	-	-	(185,016.85)	
Total revenues + carryforward	205,500.00	377,916.85	-	(39,455.60)	7,646.90	5,045.03	5,947.84	1,985.75	606.51	198,113.04	(179,803.81)	52.4%
EXPENDITURES AND RESERVES												
Projects:												
51100-Clam Bay Restoration	155,000.00	327,416.85	150,245.75	-	9,235.00	-	-	4,784.50	31,101.25	89,954.75	87,216.35	73.4%
Total operating	155,000.00	327,416.85	150,245.75	-	9,235.00	-	-	4,784.50	31,101.25	89,954.75	87,216.35	73.4%
Transfers out	50,500.00	50,500.00	-	(654.18)	143.18	86.85	118.53	27.65	12.14	38,548.97	11,951.03	76.3%
Total expenditures	205,500.00	377,916.85	150,245.75	(654.18)	9,378.18	86.85	118.53	4,812.15	31,113.39	128,503.72	99,167.38	73.8%
Budgeted reserves	-	-	-	-	-	-	-	-	-	-	-	-
951000-Reserve for contingencies	-	-	-	-	-	-	-	-	-	-	-	-
958000-Reserve for cash	-	-	-	-	-	-	-	-	-	-	-	-
Total reserves	-	-	-	-	-	-	-	-	-	-	-	-
Total expenditures + reserves	205,500.00	377,916.85	150,245.75	(654.18)	9,378.18	86.85	118.53	4,812.15	31,113.39	128,503.72	99,167.38	73.8%
EXCESS OF REVENUE OVER EXPENDITURES	-	-	-	(38,801.42)	(1,731.28)	4,956.18	5,829.31	(2,826.40)	(30,506.48)	69,609.32		

196,836.79 Carryforward as of 9/30/22
 266,446.11 Fund Balance as of 06/30/2023

PELICAN BAY
 INCOME STATEMENT
 COMMERCIAL PAPER - 3042000000
 Jun 30, 2023
 (UNAUDITED)

	Adopted Budget	Amended Budget	Commitments	January	February	March	April	May	June	Total Expenditures	Variance	% Budget Consumed
REVENUES AND CARRYFORWARD												
Loan Proceeds	5,500,000.00	5,500,000.00	-	-	-	-	-	-	-	1,495,954.00	(4,004,046.00)	27.2% #DIV/0!
Interest	-	-	-	3,066.57	2,510.59	3,782.90	-	2,853.11	-	20,179.43	20,179.43	0.0% #DIV/0!
Budgeted carryforward	(5,500,000.00)	684,404.00	-	-	-	-	-	-	-	-	(684,404.00)	0.0% #DIV/0!
Total revenues + carryforward	-	6,184,404.00	-	3,066.57	2,510.59	3,782.90	-	2,853.11	-	1,516,133.43	(4,668,270.57)	24.5%
EXPENDITURES AND RESERVES												
Projects:												
50212-Pelican Bay Sidewalk Improvements Phase 2	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditure	-	6,184,404.00	4,713,840.69	27,143.83	75,238.19	181,458.98	188,871.95	103,489.53	144,294.24	1,470,563.31	-	100.0%
Transfers out	-	-	-	27,143.83	75,238.19	181,458.98	188,871.95	103,489.53	144,294.24	1,470,563.31	-	100.0% #DIV/0!
Total expenditures	-	6,184,404.00	4,713,840.69	27,143.83	75,238.19	181,458.98	188,871.95	103,489.53	144,294.24	1,470,563.31	-	100.0%
Budgeted reserves	-	-	-	-	-	-	-	-	-	-	-	-
993000-Reserve for capital	-	-	-	-	-	-	-	-	-	-	-	-
Total reserves	-	-	-	-	-	-	-	-	-	-	-	-
Total expenditures + reserves	-	6,184,404.00	4,713,840.69	27,143.83	75,238.19	181,458.98	188,871.95	103,489.53	144,294.24	1,470,563.31	-	100.0%
EXCESS OF REVENUE OVER EXPENDITURES	-	-	-	(24,077.26)	(72,727.60)	(177,676.08)	(188,871.95)	(100,636.42)	(144,294.24)	45,570.12	-	-

684,453.26 Carryforward as of 9/30/22
 730,023.38 Fund Balance as of 06/30/2023

EXECUTIVE SUMMARY

Recommendation to award Request for Proposal (“RFP”) No. 23-8129, “Management Services for Pelican Bay Services Division,” to Dorrill Management Group, Inc., and authorize the Chairman to sign the attached agreement.

OBJECTIVE: To obtain professional management services for the Pelican Bay Services Division.

CONSIDERATIONS: The Community of Pelican Bay is a dependent Municipal Services Taxing and Benefit Unit (“MSTBU”) within Collier County, which oversees the operations of the Pelican Bay Services Division in accordance with Collier County Ordinance No. 2002-27, as amended (the “Ordinance”). The Pelican Bay Community thus receives all ordinary services directly from Collier County and all special, non-general County services and benefits provided by the Pelican Bay Services Division (“PBSD”). Pelican Bay property owners (both residential and commercial) tax and assess themselves each year to pay for the special PBSD services and amenities. The PBSD funds are collected by the County but are administered by the Administrator of the Pelican Bay Services Division with County Commission approval.

Because all funds administered by the Administrator are derived from the Pelican Bay property owners, and all services, programs and projects are done for the benefit of the property owners, it is the Administrator’s primary job to manage those funds and to oversee the PBSD activities for the benefit of the Pelican Bay Community. The Ordinance provides that the PBSD Board exercises decision and control of the day-to-day operational affairs of the unit to the maximum extent allowed by law, unless and except when there is some overriding governmental reason to do otherwise.

On April 11, 2023, the Procurement Services Division released RFP No. 23-8129, “Management Services for Pelican Bay Services Division.” The County received one proposal by the May 11, 2023, submission deadline from the Dorrill Management Group, Inc., which proposal was found responsive and responsible. A selection committee met on May 31, 2023, and after review of the proposal and deliberation, the committee scored the proposal and established the below final ranking.

Respondents:					
Company Name	City	County	State	Final Ranking	Responsive/Responsible
Dorrill Management Group, Inc.	Naples	Collier	FL	1	Yes/Yes

Staff recommends awarding RFP No. 23-8129 to the Dorrill Management Group, Inc. (“DMG”), the incumbent vendor whose President has a 40-year background in Public Administration. DMG has been in business since 1999, and has a local office in Naples, approximately six miles from Pelican Bay. DMG has been providing these services for Pelican Bay since 2009.

Subject to Board approval, the attached agreement will have an effective date of October 1, 2023, and will commence upon expiration of the current Agreement No. 18-7352. The initial term of the attached Agreement No. 23-8129 will be for three years, with two one-year renewal options.

FISCAL IMPACT: The base cost of management services will be \$9,952 monthly, or \$119,424 annually. Funds are available in the Pelican Bay Services Operations Budget, Funds 1007 and 1008.

ADVISORY BOARD RECOMMENDATION: During the July 12, 2023, PBSB Regular Session Board Meeting, members of the Pelican Bay Services Board voted in favor of awarding the contract to Dorrill Management Group by a vote of [REDACTED].

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

GROWTH MANAGEMENT IMPACT: This project meets current Growth Management Plan standards to ensure the adequacy and availability of viable public facilities.

RECOMMENDATION: To award RFP No. 23-8129, “Management Services for Pelican Bay Services Division,” to Dorrill Management Group, Inc., and authorize the Chairman to sign the attached agreement.

Prepared by: Dan Rodriguez, Deputy County Manager, County Manager’s Office

FIXED FEE PROFESSIONAL SERVICE AGREEMENT

23-8129

for

"MANAGEMENT SERVICES FOR PELICAN BAY SERVICES DIVISION"

THIS AGREEMENT, made and entered into on this ____ day of _____, 2023, by and between DORRILL MANAGEMENT GROUP, INC., authorized to do business in the State of Florida, whose business address is 5672 Strand Court, Suite 1, Naples FL 34110, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County");

WITNESSETH:

1. The Agreement shall be for a three (3) year period, commencing upon the date of Board approval; or on October 1, 2023, and terminating on three (3) year(s) from that date or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES.** The Contractor shall commence the work upon issuance of a Purchase Order Notice-to-Proceed Work-Order.
3. **STATEMENT OF WORK.** The Contractor shall provide services in accordance with the terms and conditions of Request for Proposal (RFP) Invitation-to-Bid (ITB) Other _____ (_____) # 23-8129, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.

3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

4. **THE AGREEMENT SUM.** The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 Price Methodology (as selected below):

Lump Sum (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

Time and Materials: The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

~~**Unit Price:** The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).~~

~~4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).~~

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 The County, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order, or Work Directive Change.

4.5 **Travel and Reimbursable Expenses:** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats. Reimbursements shall be at the following rates:

Mileage	\$0.44.5 per mile
Breakfast	\$6.00
Lunch	\$11.00
Dinner	\$19.00
Airfare	Actual ticket cost limited to tourist or coach class fare
Rental car	Actual rental cost limited to compact or standard-size vehicles
Lodging	Actual cost of lodging at single occupancy rate with a cap of no more than \$150.00 per night
Parking	Actual cost of parking
Taxi or Airport Limousine	Actual cost of either taxi or airport limousine

Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.

6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

Company Name: Dorrill Management Group, Inc.
Address: 5672 Strand Court, Suite 1
Naples, Florida 34110

Authorized Agent: Neil Dorrill, President
Attention Name & Title: _____
Telephone: (239) 592-9115
E-Mail(s): nell@dmgfl.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

Board of County Commissioners for Collier County, Florida

Division Name: Pelican Bay Services Division
Division Director: Dan Rodriguez, Deputy County Manager
Address: 3299 Tamiami Trail E, Building F, Suite 202
Naples, Florida 34113

Administrative Agent/PM: Dawn Brewer, Operations Support Specialist II
Telephone: (239) 252-1355
E-Mail(s): Dawn.Brewer@colliercountyfl.gov

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.
12. **INSURANCE.** The Contractor shall provide insurance as follows:
- A. **Commercial General Liability:** Coverage shall have minimum limits of \$ 1,000,000 Per Occurrence, \$ 2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
- B. **Business Auto Liability:** Coverage shall have minimum limits of \$ 1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- C. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$ 1,000,000 for each accident.

D. **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$ 1,000,000 each claim and aggregate.

E. ~~Cyber Liability:~~ Coverage shall have minimum limits of \$ _____ per occurrence.

F. ~~Technology Errors and Omissions:~~ Coverage shall have minimum limits of \$ _____ per occurrence.

G. ~~Watercraft:~~ Coverage shall have minimum limits of \$ _____ per occurrence.

H. ~~United States Longshoreman's and Harborworker's Act~~ Coverage shall be maintained where applicable to the completion of the work \$ _____ per occurrence.

I. ~~Maritime Coverage (Jones Act):~~ Coverage shall have minimum limits of \$ _____ per occurrence.

J. **Crime/Employee Dishonesty** _____ (other): Coverage shall have minimum limits of \$ 100,000 per occurrence.

K. _____ (other): Coverage shall have minimum limits of \$ _____ per occurrence.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an "Additional Insured" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by

Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Pelican Bay Services Division.
15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), Exhibit A Scope of Services, Exhibit B Fee Schedule, RFP/ IFB/ Other: _____ (_____) #23-8129, including Exhibits, Attachments and Addenda/Addendum, subsequent quotes, and Other Exhibit/Attachment: _____.

17. **APPLICABILITY.** Sections corresponding to any checked box () will expressly apply to the terms of this Agreement.
18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended, as well as the requirements set forth in Florida Statute, §448.095; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov**

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. ~~**OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.~~
22. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
23. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
24. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by

County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

25. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

26. **KEY PERSONNEL.** The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

~~**AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.~~

27. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.

~~**ORDER OF PRECEDENCE (Grant Funded).** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by~~

~~Imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.~~

28. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
29. **SECURITY.** The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

(Intentionally left blank -signature page to follow)

IN WITNESS WHEREOF, the parties hereto, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA**

Crystal K. Kinzel, Clerk of the Circuit
Court and Comptroller

By: _____

By: Rick LoCastro, Chair

Dated: _____
(SEAL)

Contractor's Witnesses:

DORRILL MANAGEMENT GROUP, INC.
Contractor

Contractor's First Witness

By: _____
Signature

↑Type/print witness name↑

↑Type/print signature and title↑

Contractor's Second Witness

↑Type/print witness name↑

Approved as to Form and Legality:

County Attorney

Print Name



Request for Proposal (RFP) #23-8129

"MANAGEMENT SERVICES FOR PELICAN BAY SERVICES DIVISION"

EXHIBIT A

SCOPE OF SERVICES

BACKGROUND

The Community of Pelican Bay has been designated a dependent Municipal Services Taxing and Benefit Unit (MSTBU) district within Collier County and oversees the operations of the Pelican Bay Services Division as per Collier County Ordinance #2002-27 ("Ordinance"), as amended. The Community thus receives all services directly from Collier County and all special, non-County services and benefits from the Pelican Bay Services Division (PBSD). Pelican Bay property owners (both residential and commercial) tax and assess themselves each year to pay for the special PBSD services and amenities. These PBSD funds are collected by the County but are administered by the Administrator of the PBSD with County Commission approval.

In as much as all funds administered by the Administrator are derived from Pelican Bay property owners, and all services, programs and projects are done to benefit these same property owners, it is the Administrator's primary job to manage these funds and the PBSD activities for the benefit of the Pelican Bay Community. per Ordinance, the PBSD Advisory Board exercises decision and control of the day-to-day operational affairs of the unit to the maximum extent allowed by law, unless and except when there is some overriding governmental reason to do otherwise.

DETAILED SCOPE

This Scope of Services addresses the duties and responsibilities of the Administrator of the PBSD, hereinafter call the "Administrator".

The Administrator shall be legally considered an independent contractor, and neither the Administrator nor their employees shall, under any circumstances, be considered employees or agents of the County nor PBSD, and that the County and PBSD shall be at no time legally responsible for any negligence on the part of said Administrator, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

The Administrator's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County and PBSD Board reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract. The Administrator shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Administrator shall not change key personnel unless the following conditions are met:

1. Proposed replacements have substantially the same or better qualifications and/or experience.
2. The County is notified in writing as far in advance as possible. Administrator shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The PBSD retains final approval of proposed replacement personnel.

The Administrator's duties and responsibilities include the following:

1. It will be the Administrator's main responsibility to implement the policies of the PBSD, as directed by the PBSD Board.
2. The Administrator shall prepare the necessary organizational structure and interview and recommend personnel to be hired and employed by the County for the PBSD. The Administrator shall supervise the personnel employed by the PBSD in accordance with all Federal, State and County laws, rules and regulations where applicable. The Administrator shall request approval of the PBSD Board for any significant changes in size or makeup of the

Request for Proposal (RFP) #23-8129

"MANAGEMENT SERVICES FOR PELICAN BAY SERVICES DIVISION"

organization. Currently, the Administrator has the following people reporting: one (1) Operations Manager; two (2) Project Managers; one (1) Operations Support Specialist II, one (1) Administrative Support Specialist II, one (1) Field Supervisor II, two (2) Field Supervisor I, and nineteen (19) field employees plus temporary labor force.

3. It will be the Administrator's job to coordinate activities of the PBSB as assigned in an effective, efficient and professional manner. The job requires an individual who has an ability to conceive, obtain approval for and implement programs or projects desired by the Pelican Bay Community as identified by the PBSB Board.
4. The Administrator shall be expected and prepared to make recommendations, on a regular basis, for programs to improve the Pelican Bay community.
5. The Administrator may be asked by the PBSB Board to participate in certain meetings, discussions, project site visits, workshops and hearings, which pertain to the administration of the services being provided and report results to the Board.
6. The Administrator shall work with the Chairperson of the PBSB Board in the preparation of the Board's Agenda for the monthly Board Meeting and will participate in this monthly meeting. The Administrator will provide background information to support the agenda of the meetings according to PBSB protocols.

The Administrator may also work with Committee Chairs in the preparation of agendas and participate in the Committee Meetings of the Budget Committee and all committees established by the PBSB Board. PBSB committees which have had regular meetings include:

- Ad Hoc Strategic Planning Committee
- Budget Committee
- Clam Bay Committee
- Landscape and Safety Committee
- Water Management Committee

<https://www.colliercountyfl.gov/government/advisory-boards-and-authorities/pelican-bay-services-division>

(The length of a typical committee meeting is approximately two (2) hours)

7. The Administrator may be called on to provide assistance to any or all other committees that are currently and may be created by PBSB Board.
8. The Administrator shall prepare and administer the PBSB budget in accordance with all state and county laws and regulations. The Administrator shall assist and cooperate with the Budget Committee in the preparation of the PBSB's Annual Budget in accordance with County rules and regulations where applicable.
9. The Administrator will have an understanding of Florida County government operations, good management principles and skills, as well as some knowledge in personnel relations, public relations, accounting and computer software operations.
10. The Administrator's performance may be critiqued by any PBSB Board Member at a regular monthly Board Meeting regarding performance and responsibilities. Board members may also meet privately with the Administrator to discuss the Administrator's performance.
11. The Administrator will respond to any requests for information or data from the County Manager's Office.
12. The Administrator shall devote such time as necessary to complete the duties and responsibilities assigned according to the scope of work of this RFP. The PBSB Board may require a minimum amount of time onsite to address specific concerns. The Administrator shall report in detail on a monthly basis the time spent during that period in

Request for Proposal (RFP) #23-8129

"MANAGEMENT SERVICES FOR PELICAN BAY SERVICES DIVISION"

the performance of these duties to the PBSB Board. The PBSB currently provides on-site space for the Administrator in Pelican Bay; however, is not contractually required to do so.

13. At the Board's direction, the Administrator will:
 - Provide regular updates / reports on projects, community events, etc.
 - Respond to PBSB Board member inquiries in a timely manner as established in the PBSB protocols.
14. The Administrator may be called to provide additional services at the discretion of the PBSB Board, and/or County Manager, or designee, which will require the engagement of additional personnel such as a: Principal Account Manager, Account Manager, Accountant, Secretary/Clerical, and Project Manager. These additional services and categories of personnel will be billed at a pre-established hourly rate.

Invitation to Bid (ITB) #23-8129
"MANAGEMENT SERVICES FOR PELICAN BAY SERVICES DIVISION"
EXHIBIT B

FEE SCHEDULE

Base Fee:

Contract sum payable at the rate of **Nine Thousand Nine Hundred Fifty-Two Dollars (\$9,952.00)** per month (\$358,272 for the initial term).

It is anticipated that the Contractor will spend a minimum of 45 hours/per month as part of the above.

Reimbursables:

In accordance with Section 4.5 of the Agreement, Travel expense shall be reimbursed as per Section 112.061 Fla. Stats.

Additional Services: Subject to Board Approval

Rate Category	Hourly Rate
Sr Mgr/Deputy Dir/Field Mgt	\$110
Administrator	\$170