

RESOLUTION NO. 14-288

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND ACCEPTING THE ATTACHED UNIVERSITY OF SOUTHERN MISSISSIPPI GRANT AGREEMENT NUMBER USM-GR04114-R/MG/CSP-35 BETWEEN THE UNIVERSITY OF SOUTHERN MISSISSIPPI (SOUTHERN MISS) AND THE CITY OF KEY WEST FOR A SEA GRANT IN THE AMOUNT OF \$33,750.00 TO ASSIST WITH ADAPTATION AMENDMENTS TO THE CITY'S LAND DEVELOPMENT REGULATIONS (LDRs) AND RELATED ORDINANCES; AUTHORIZING NECESSARY BUDGET AMEDMENTS OR TRANSFERS TO ACCEPT THE FUNDING; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the National Oceanic and Atmospheric Administrative (NOAA) Costal Storms Program, in collaboration with the Gulf of Mexico Sea Grant Program and the Gulf of Mexico Climate Community of Practice, selected certain coastal communities through an application process to participate in one-year climate adaptation projects in an effort to plan for sea level rise and climate change; and

WHEREAS, the City was selected to participate in a climate adaptation project funded through the Mississippi-Alabama Sea Grant Consortium (MASGC), administered by the University of Southern Mississippi, under an application titled "Taking the Plunge: Addressing Climate Change Adaptation in Key West Ordinances and Hazard Mitigation;" and

WHEREAS, the grant be used to assist with the cost of hiring a Land Development Regulations consultant team with adaptation specialists, to work with the City in the process of developing adaptation amendments to the City's Land Development Regulations and related ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached University of Southern Mississippi Grant Agreement Number USM-GR04114-R/MG/CSP-35 between the City and the Southern Miss for a Sea Grant in the amount of \$33,750.00, to assist with adaptation amendments to the City's LDRs and related ordinances, is hereby approved and accepted.

Section 2: That necessary budget amendments or transfers to accept the funding are hereby authorized (no City match required).

Section 3: That the City Manager is authorized to execute the Grant Agreement upon consent of the City Attorney.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held  
this 7th day of October, 2014.

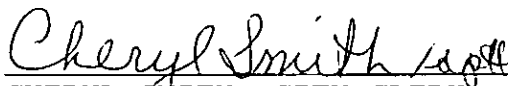
Authenticated by the Presiding Officer and Clerk of the  
Commission on 8th day of October, 2014.

Filed with the Clerk on October 8, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Absent</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

## EXECUTIVE SUMMARY

**TO:** James K. Scholl, City Manager  
Sarah Spurlock, Assistant City Manager

**FROM:** Carolyn Sheldon, Senior Grants Administrator

**DATE:** September 9, 2014

**RE:** Approval of the attached University of Southern Mississippi Agreement Number USM-GR04114-R/MG/CSP-35 between the University of Southern Mississippi (Southern Miss) and the City of Key West for a Sea Grant in an amount not to exceed \$33,750.00 to assist with adaptation amendments to the City's Land Development Regulations and other Ordinances. Authorizing any necessary budget amendments or transfers to accept the funding. Authorizing the City Manager to execute the Agreement.

### ACTION STATEMENT:

This resolution will approve the attached University of Southern Mississippi Agreement Number USM-GR04114-R/MG/CSP-35 between the University of Southern Mississippi (Southern Miss) and the City of Key West for a Sea Grant in an amount not to exceed \$33,750.00 to assist with adaptation amendments to the City's Land Development Regulations and other Ordinances. In addition, this resolution will authorize any necessary budget amendments or transfers to accept the funding and authorize the City Manager to execute the Agreement.

### BACKGROUND:

This grant is a Federal grant funded by the U.S. Department of Commerce/National Oceanic and Atmospheric Administration (NOAA). Last year, the NOAA Gulf of Mexico Coastal Storms Program in collaboration with the Gulf of Mexico Sea Grant Programs and the Gulf of Mexico Climate Community of Practice were seeking coastal communities to participate in one-year climate adaptation projects with the goal of assisting communities located in coastal Florida, Mississippi, Louisiana or Texas in their efforts to plan for a sea level rise and climate change. This particular grant is through

*Key to the Caribbean - Average yearly temperature 77° F.*

MEMORANDUM

the Mississippi-Alabama Sea Grant Consortium (MASGC) administered by the University of Southern Mississippi. Four climate adaptation projects were funded out of 10 applicants, at a maximum of \$33,750.00 each. There are no matching requirements for this funding. The City of Key West responded to MASGC's request for community projects with an application titled "Taking the Plunge: Addressing Climate Change Adaptation in Key West Ordinances and Hazard Mitigation." This application is included with the contract documents.

**PURPOSE AND JUSTIFICATION:**

The City of Key West sits an average of 4.7" above sea level. Approximately 80% of the City is a Special Flood Hazard Area and already has 11 intersections that inundate monthly during full moon high tides. Stormwater further compounds the problems because the island is surrounded by the Florida Keys National Marine Sanctuary and derives much of its tourism income from the health of our marine waters. With a recently updated Comprehensive Plan (May 2013) that includes 56 items of climate change mitigation and adaptation, the City is ready to translate those goals and objectives into actual on-the-ground policy via a super-overhaul of its ordinances. The Sea Grant will assist with the cost of hiring a Land Development Regulations (LDR) consultant team with Adaptation specialists so that the overhaul process can be completed.

**OPTIONS / ADVANTAGES / DISADVANTAGES:**

1. The City Commission can approve the acceptance of the attached University of Southern Mississippi Agreement Number USM-GR04114-R/MG/CSP-35 between the University of Southern Mississippi (Southern Miss) and the City of Key West for a Sea Grant in an amount not to exceed \$33,750.00 to assist with adaptation amendments to the City's Land Development Regulations and other Ordinances. This will allow the City to partially fund the Land Development Regulations (LDR) consultant team to complete the ordinance overhaul process.
2. The City Commission can reject the acceptance of the Sea Grant funding. If the City Commission chooses to reject the funding, the City would receive no grant funding to offset the cost of hiring a Land Development Regulations (LDR) consultant team to complete the ordinance overhaul process.

**FINANCIAL IMPACT:**

Expenditures for the Land Development Regulations consultant are in the Fiscal Year 2015 budget, Account 001-1501-515.31-00. University of Southern Mississippi Sea Grant funding of \$33,750.00 is budgeted in FY 2015 grant revenue Account 001-0000-331.90-00.

**RECOMMENDATION:**

Staff recommends that the City Commission select Option 1, approving the acceptance of the University of Southern Mississippi Agreement Number USM-GR04114-R/MG/CSP-35 for a Sea Grant in an amount not to exceed \$33,750.00.

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI AGREEMENT**  
**AGREEMENT NUMBER: USM-GR04114-R/MG/CSP-35**

This AGREEMENT sets forth for the performance and administration of the work as specified in the Statement of Work for the University of Southern Mississippi (Southern Miss) in accordance with the terms and provisions incorporated herein and agreed upon by the parties.

SPONSOR: U.S. Department of Commerce / National Oceanic and Atmospheric Administration

CFDA NUMBER: 11.417

SUBRECIPIENT: City of Key West  
DUNS Number: 079864898  
Congressional District: FL 26

PERIOD OF PERFORMANCE: 4/1/2014 through 3/31/2015

PROJECT TITLE: "Taking the Plunge: Addressing Climate Change Adaptation in Key West Ordinances and Hazard Mitigation"

ESTIMATED COST: \$33,750

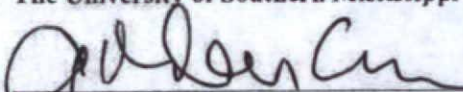
COST SHARING: N/A

ATTACHMENTS: APPENDIX A - GENERAL TERMS AND PROVISIONS  
APPENDIX B - PRIME AGREEMENT  
APPENDIX C - STATEMENT OF WORK AND BUDGET  
APPENDIX D - INVOICE TEMPLATE  
APPENDIX E - APPENDIX E - FFATA REQUIREMENTS

This AGREEMENT contains all the terms and provisions of the agreement between the parties hereto. No verbal understandings or negotiations leading up to the execution of this AGREEMENT shall be treated or considered as part hereof unless they are fully set forth herein or specifically incorporated herein as an exhibit or appendix. None of the headings of the articles and sections herein shall be considered as terms of this AGREEMENT, but are intended as identifying references only. This AGREEMENT and prior agreements referred to therein constitute the entire agreement between Subrecipient and Southern Miss.


IN WITNESS WHEREOF, the undersigned, as authorized representatives of the respective parties, are agreed to all terms and provisions of this AGREEMENT as of the date last signed below.

The University of Southern Mississippi

  
\_\_\_\_\_  
Name: Gordon Cannon, Ph. D.  
Title: Vice President for Research

10-15-14  
Date

City of Key West

  
\_\_\_\_\_  
Name: Sarah H. Spurlock  
Title: Acting City Manager

10/7/14  
Date

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI AGREEMENT**  
**AGREEMENT NUMBER: USM-GR04114-R/MG/CSP-35**

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CFDA NUMBER: 11.417

SUBRECIPIENT: City of Key West  
DUNS Number: 079864898  
Congressional District: FL-26

PERIOD OF PERFORMANCE: 4/1/2014 through 3/31/2015

PROJECT TITLE: "Taking the Plunge: Addressing Climate Change Adaptation in Key West Ordinances and Hazard Mitigation"

ESTIMATED COST: \$33,750

COST SHARING: N/A

ATTACHMENTS: APPENDIX A - GENERAL TERMS AND PROVISIONS  
APPENDIX B - PRIME AGREEMENT  
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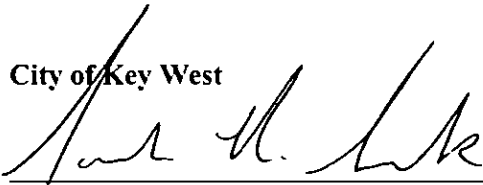
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**The University of Southern Mississippi**

\_\_\_\_\_  
Name: Gordon Cannon, Ph. D.  
Title: Vice President for Research

\_\_\_\_\_  
Date

City of Key West

  
\_\_\_\_\_  
Name: Sarah H. Spurlock  
Title: Acting City Manager

\_\_\_\_\_  
Date

10/7/14

**APPENDIX A**

**GENERAL TERMS AND PROVISIONS**



The following general terms and provisions are incorporated into this document in full force:

- A. **GENERAL PROVISIONS:** This clause, suitably modified to identify the parties, shall be included in all agreements, regardless of the tier. This AGREEMENT will be administered in accordance with the terms and conditions of the PRIME AGREEMENT, which documents are made part of this AGREEMENT and incorporated herein. Any term or provision applicable or contained in this AGREEMENT shall be performed in accordance with the terms and provisions of the PRIME AGREEMENT. All rights and compliance duties assigned to Southern Miss in the PRIME AGREEMENT shall pass to the Subrecipient. This subaward/subcontract is subject to the Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Complete Appendix E.
- B. **SCOPE OF WORK:** Subrecipient will perform the work as described in Appendix C of the Southern Miss AGREEMENT.
- C. **OMB UNIFORM ADMINISTRATIVE REQUIREMENTS:** The provisions of OMB Circulars A-21, A-110, and A-133 are incorporated herein to this AGREEMENT by reference as applicable. Copies of all pertinent OMB Circulars are available at the following URL site: <http://www.whitehouse.gov/omb/circulars/>.
- D. **INVOICES:** The Subrecipient shall submit quarterly invoices to the Southern Miss INVOICE ACCOUNTANT and shall reference the Southern Miss AGREEMENT number USM-GR04114-R/MG/CSP-35 on all invoice copies and related correspondence. The Subrecipient shall send one (1) original and two (2) copies of each invoice. Each invoice shall detail current charges and total-to-date charges for the project. The Subrecipient shall mark the final financial invoice as "FINAL." The Subrecipient shall submit the final invoice within thirty (30) days after the completion of the project or expiration of the performance period, whichever is earlier.
- E. **PAYMENTS:** Funds for this project are provided by the SPONSOR; therefore, in no event shall Southern Miss be liable to the Subrecipient for payment of funds not provided by the SPONSOR. Requests for reimbursement during the period of performance are authorized only for activities or expenses detailed in the approved Statement of Work and Budget. Payment may be withheld if the Subrecipient fails to comply with the program objectives, award conditions, or reporting or evaluation requirements; or is indebted to the United States and collection of the indebtedness will impair accomplishment of the objectives of a project or program sponsored by the United States; or fails to timely submit required plans or submittals; or fails to make or substantiate satisfactory progress on activities, milestones, or deliverables as detailed in the required plans.
- F. **AUDITS AND RECORDS:** The specific audit requirements are a function of the type of organization. These requirements are outlined in the PRIME AGREEMENT. The Subrecipient shall maintain records and supporting documentation of costs incurred. All financial records related to this project will be available to authorized representatives of Southern Miss and the Federal government for a period of three years following the final invoice. Southern Miss and the Federal government reserve the right to make such audit(s) of these records at such time(s) prior to final payment in accordance with the terms and conditions of the PRIME AGREEMENT for inspection, monitoring and examination of accounts.  
  
A Subrecipient that is subject to OMB Circular A-133 (Audits of States, Local Governments, and Non-profit Organizations) shall submit a copy of its most recent financial and compliance audit report to Southern Miss, Sponsored Programs Administration, 118 College Drive, #5157, Hattiesburg, MS 39406-0001. The Subrecipient shall also forward any subsequent reports completed during the period of the AGREEMENT.
- G. **REPORTS:** The Subrecipient shall fulfill all reporting requirements specified in the PRIME AGREEMENT and STATEMENT OF WORK AND BUDGET in the Southern Miss AGREEMENT and submit a copy of the reports to the appropriate Southern Miss representative.
- H. **NOTICES:** All notices to be sent pursuant to the AGREEMENT, shall be in writing and shall be deemed to be fully given and received when hand delivered or forwarded by prepaid first-class mail to the respective party.
- I. **AMENDMENTS:** Any changes, modifications or amendments to this AGREEMENT shall be accomplished by written amendment executed by the duly authorized representatives of the parties and in accordance with the terms and provisions of this AGREEMENT and the PRIME AGREEMENT.

- J. TERMINATION:** Either party may terminate this AGREEMENT upon thirty (30) days written notice to the other party. In the event of default by the Subrecipient the performance of the Subrecipient may be terminated by Southern Miss at any time by giving ten (10) days written notice. Such notice shall be effective upon receipt by the Subrecipient. Should the SPONSOR terminate or issue a stop work order of any nature to Southern Miss, Southern Miss retains the right to issue a termination or stop work order pursuant to the terms of action issued by the SPONSOR regardless of the time frame provided.

In the event of termination, the Subrecipient shall be entitled to receive reimbursement for all non-cancelable expenses properly incurred prior to the date of notice of termination. Such expenses shall not exceed the maximum amount payable under this AGREEMENT

- K. EQUIPMENT:** If applicable, the Subrecipient must request prior approval from Southern Miss to purchase equipment with an acquisition cost of \$5000 per unit and having a useful life of more than one year. This condition applies to equipment not specifically identified and justified in the Subrecipient's proposal and approved budget.

**L. GOVERNING LAWS: RESERVED**

- M. DISPUTES:** Any dispute concerning a question of fact arising under this subcontract shall be resolved in the following manner: In the event of disagreement, Southern Miss and the Subrecipient shall present their position in detail to the other party in writing, and both Southern Miss and Subrecipient hereby agree to negotiate an equitable settlement. Where this AGREEMENT represents an agreement between Southern Miss and another Mississippi State Institution of Higher Learning, unresolved disputes shall be presented to the Board of Trustees, State Institutions of Higher Learning for resolution. Where this AGREEMENT represents an agreement between Southern Miss and any other organization that is not a Mississippi State Institution of Higher Learning, unresolved disputes shall be handled by a court of competent jurisdiction.

- N. INDEPENDENT CONTRACTOR:** The Subrecipient is an Independent Contractor, not a partner or joint venturer, and shall not act as an agent for Southern Miss. Neither the Subrecipient nor any of its employees shall be deemed to be employees of Southern Miss for any purpose whatsoever. The Subrecipient shall not have any authority, either express or implied, to enter into any agreement, incur any obligations on Southern Miss' behalf, or commit Southern Miss in any manner whatsoever without Southern Miss' express prior written approval.

- O. ASSIGNMENT:** Subrecipient shall not assign this AGREEMENT or enter into subagreements for any of the work described herein without obtaining the prior written approval of Southern Miss.

- P. PRINCIPAL INVESTIGATOR:** The Subrecipient's principal investigator is responsible for the conduct of the work contemplated by the Subrecipient. The principal investigators for this project are listed in Appendix A. The principal investigators are not authorized to change any element of this AGREEMENT. All changes shall be consummated by formal written amendment signed by the authorized signatories of both parties to this AGREEMENT. Should the Subrecipient's principal investigator become unavailable, the Subrecipient shall propose a substitute investigator for approval by Southern Miss. Changes to the Subrecipient's principal investigator's level of effort shall require prior approval by Southern Miss in accordance with the terms and conditions of the PRIME AGREEMENT.

- Q. PUBLICATIONS:** All publications shall be written in accordance within the PRIME AGREEMENT. Any results that will be published shall contain the following acknowledgement of the source of funding:

"This publication was made possible through support provided by U.S. Dept. of Commerce/NOAA through The University of Southern Mississippi under the terms of Agreement No. USM-GR04114-R/MG/CSP-35. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of U.S. Dept. of Commerce/NOAA or The University of Southern Mississippi."

The Southern Miss principal investigator will be notified of any results prior to publications and a copy of each publication resulting from this AGREEMENT shall be provided to the Southern Miss principal investigator.

- R. INTELLECTUAL PROPERTY:** Intellectual Property means individually and collectively all inventions, improvements, or discoveries and all works of authorship, excluding articles, dissertations, theses, and books, which are generated in the performance of the research agreement during the agreement period.

Subject to the rights of the Federal government under 37 CFR 401 the following shall apply:

**Patents, Inventions, or Computer Software:** Anything in this AGREEMENT to the contrary notwithstanding (including the prime agreement attached hereto), all rights and title to Intellectual Property conceived and first reduced to practice by Subrecipient employees in the performance of this AGREEMENT during the agreement period belong to Subrecipient and are subject to the terms and conditions of the AGREEMENT. All rights and title to Intellectual Property conceived and first reduced to practice by Southern Miss employees in the performance of this AGREEMENT during the agreement period belong to Southern Miss. Intellectual Property conceived and first reduced to practice jointly by Subrecipient and Southern Miss employees will be jointly owned. Subrecipient shall report to Southern Miss any inventions first actually reduced to practice in the performance of this AGREEMENT.

Where the deliverable, scope, or purpose of this AGREEMENT is to develop computer software, anything in this AGREEMENT to the contrary notwithstanding, the deliverable shall be an executable format of the software and does not include source code.

**Other Scholarly Products:** Southern Miss acknowledges that this contract in no way constitutes a work made for hire as described in the Copyright Act of 1976, 17 USC 101, and as such understands that all Subrecipient materials and articles that may result from conduct under this project shall be copyrighted by the Subrecipient. The Subrecipient shall in no way limit the dissemination and/or utilization of such material and data as shall arise from the work performed under this AGREEMENT.

At the time a joint invention is disclosed, Southern Miss and the Subrecipient will confer and agree to which party will take the lead in prosecution and licensing of the invention.

**S. CONFIDENTIAL INFORMATION:** Each party will clearly mark confidential information and maintain in confidence any confidential information owned by one and formally accepted by the other in writing during the course of this AGREEMENT, and there must be a signature of receipt by the receiver of the confidential information.

When one party accepts the other's confidential information (as evidenced by written receipt thereof without objection within 30 days), that party agrees to exercise reasonable efforts to use the confidential information only in fulfillment of obligations hereunder; to not publish or otherwise reveal said confidential information to any third party without the permission of the other; and to not disclose the confidential information to persons not having a "need to know." Each party retains the right to refuse to accept any such confidential information which it does not consider to be essential to the performance of research pursuant to this AGREEMENT, or which it believes to be improperly designated.

Notwithstanding any provision to the contrary contained herein, it is recognized that Southern Miss is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. If a public records request is made for any INFORMATION provided to Southern Miss pursuant to this AGREEMENT, Southern Miss shall promptly notify the Subrecipient of such request. The Subrecipient shall promptly institute appropriate legal proceedings to protect its INFORMATION. No party to this agreement shall be liable to the other party for disclosures of INFORMATION required by Court order or required by law.

Notwithstanding any provision to the contrary contained herein, it is recognized that Subrecipient is a public agency of the State of Florida and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. Subrecipient shall not be liable to Southern Miss for disclosure of records or information required by law.

**T. CERTIFICATIONS:** The specific certification requirements are a function of the type of organization. These requirements are outlined in the General Terms and Conditions of the PRIME AGREEMENT. The Subrecipient certifies that it complies with all applicable regulations and guidelines and agrees to provide written documentation to support such certification if requested by Southern Miss and/or the Federal government. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients, subcontractors, and contractors shall certify and disclose accordingly.

Acceptance of this AGREEMENT constitutes certification of the following:

1. Subrecipient is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Subrecipient is not delinquent on any Federal debt.
3. To the best of the Subrecipient's knowledge and belief:
  - a. No Federal appropriated funds have been paid or will be paid by, or on behalf of, the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. Subrecipient is in compliance with the following provisions and the provisions of Appendix A of OMB Circular A-110 as applicable:
  - a. E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - b. Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 42 USC. 200d-1), which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - c. Title IX of the Education Amendments of 1972 (P.L. 92-318; 20 USC. 1681-1686), prohibits the exclusion of persons on the basis of sex from any education program or activity receiving Federal financial assistance.
  - d. State and federal rules regarding Affirmative Action for Disabled Veterans, Vietnam Era Veterans and Veterans and Workers with Disabilities.
  - e. The Drug-Free Workplace Act (PL 100-690).
  - f. Regulations regarding Conflict of Interest.
  - g. Regulations regarding all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799.

Subrecipient agrees to notify Southern Miss immediately if there are any changes to compliance with any of the items in section T of this AGREEMENT.

#### U. REGULATORY COMPLIANCE:

1. **Research Involving Human Subjects:** If use of human subjects is required in the performance of the research work, Subrecipient certifies and agrees to comply with the applicable federal laws, regulations, and policy statements then in effect. Subrecipient further agrees to provide certification to Southern Miss, upon execution of this AGREEMENT, that an Institutional Review Board (IRB) operating in accordance with provisions of 45 CFR 46, has reviewed and approved the procedures involving human subjects.
2. **Research Involving Animals (Live Vertebrates):** The use of live vertebrate animals in the conduct of the research requires compliance with applicable provisions of the Animal Welfare Act (P.L. 89-544, 1966 as amended), and the policies and procedures of the Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals, (OPRR 1996), and The Guide for the Care and Use of Laboratory Animals, (NRC 1996).

If use of live vertebrates is required in the performance of the research work, Subrecipient certifies and agrees to comply with the applicable federal laws, regulations and policy statements then in effect. Subrecipient further agrees that in accordance with the above cited references, verification of review and approval of the proposed animal protocol by an appropriately constituted Institutional Animal Care & Use Committee (IACUC) shall be submitted by the Subrecipient to Southern Miss upon execution of this AGREEMENT.

3. **Recombinant DNA (rDNA), Biohazards, and Occupational Health and Safety:** Subrecipient shall act responsibly in matters of occupational health and safety and shall take all necessary and appropriate safety measures in performing under this agreement. Subrecipient shall comply with all applicable federal, state, and local laws, regulations and policy statements relating to use of rDNA, biohazards, and occupational health and safety.

If the work to be performed by the Subrecipient requires the use of rDNA or biohazards, Subrecipient agrees to provide certification to Southern Miss, upon execution of this AGREEMENT, that an institutional committee responsible for oversight of such matters has reviewed and approved the procedures involving rDNA and/or the use of biohazards as referenced in *NIH Guidelines*.

**SOUTHERN MISS REPRESENTATIVES**

**PRINCIPAL INVESTIGATOR:** Dr. LaDon Swann, Mississippi-Alabama Sea Grant Consortium, P.O. Box 7000, Ocean Springs, MS 39566-7000. Telephone Number: (228) 818-8843, Fax: (228) 818-8841; Email: SwannDL@auburn.edu.

**ADMINISTRATIVE OFFICER:** Gordon Cannon, Ph.D., Vice President for Research, 118 College Drive #5116, Hattiesburg, MS 39406-0001. Telephone Number: (601) 266-5116.

**CONTRACT ADMINISTRATOR:** Marcia Landen, Assistant Vice President for Research, Sponsored Programs Administration, 118 College Drive #5157, Hattiesburg, MS 39406-0001. Telephone Number: (601) 266-4119; FAX: (601) 266-4312; E-mail: michelle.shows@usm.edu.

**INVOICE ACCOUNTANT:** Rod Dillon, Contracts and Grants Accountant, 118 College Drive #5157, Hattiesburg, MS 39406-0001. Telephone Number: (601) 266-4119; FAX: (601) 266-4312; E-mail: rod.dillon@usm.edu.

**SUBRECIPIENT REPRESENTATIVES**

**>>MUST INCLUDE PHYSICAL ADDRESSES<<**

**PRINCIPAL INVESTIGATOR:**

**ADMINISTRATIVE OFFICER:**

**CONTRACT ADMINISTRATOR:**

**INVOICE CONTACT:**

**END APPENDIX A**

**APPENDIX B**  
**PRIME AGREEMENT**

U. S. DEPARTMENT OF COMMERCE <b>Award Action Request</b>		Award Number <b>NA10OAR4170078</b>
Recipient Name University of Southern Mississippi		Request Type No Cost Extension - Prior Approval Waived (Research Terms and Conditions) Document ID: 2485087
Street Address 118 College Drive #5157		Award Period 02/01/2010 - 05/31/2015
City, State, Zip Code Hattiesburg MS 39406-0001 USA		Total Award Funding Federal: \$10,344,339.00 Non-Federal: \$4,411,892.00
Program Office OAR National Sea Grant College Program (SG)		Program Officer Gene Kim 301-734-1281 Gene.Kim@noaa.gov
CFDA Number and Project Title 11.417: 2010-2013 OMNIBUS Program/Mississippi-Alabama Sea Grant Consortium		
Requested Extension Date 05/31/2015		
Justification The MS-AL Sea Grant Consortium would like to request a No Cost Extension under the expanded authorities of 15 CFR 14.25(e). The new expiration date of the award should be 08/31/2015.  (Note: Although the award period shows an end date of 5/31/2014, and the extension date above shows 5/31/2015, the actual end date of the award should be 8/31/2014 and the extension request is through 8/31/2015. We have had several attempts to get the end date corrected, but have been unsuccessful.)  We have received extension requests from the majority of our 2012-2013 projects due to the late receipt of funding and late start up of the projects. Therefore, we are requesting a no-cost extension for Award NA10OAR4170078.		
Award Action Request Status Approved		
SUBMITTED BY T. Michelle Shows		DATE 12/22/2013
APPROVED BY Federal Approval Not Required		DATE



## NOAA Administrative Standard Award Conditions

On September 14, 2010 the Office of Management And Budget issued interim final guidance to agencies to establish requirements for Federal financial assistance applicants, recipients, and subrecipients that are necessary for the implementation of the Federal Funding Accountability and Transparency Act of 2006, hereafter referred to as "the Transparency Act" or "the Act". This interim final guidance provided standard wording for an award term that each agency must include in grant and cooperative agreement awards it makes on or after October 1, 2010, to require recipients to report information about first-tier subawards and executive compensation under only those awards. This implementation of the requirement for reporting of subawards and executive compensation under Federal assistance awards parallels the implementation for subcontracts and executive compensation under Federal procurement contracts, which is in the Federal Acquisition Regulation. This is a new requirement and the language is located in section D of these Administrative Standard Award Conditions.

As you may know, during the Federal Government's Fiscal Year 2006, NOAA implemented NOAA Grants Online. Grants Online is a premier Federal solution for full life-cycle grants management processing. Grants Online allows recipients to: Accept awards electronically, manage user roles for individuals within their organization, submit post-award action requests, financial reports, and performance/progress reports. Grants Online operates in a web environment, and can be accessed anywhere at any time, provided that you have Internet access. You will be required to use an Internet browser to log in and to use Grants Online. **Internet Explorer** is the preferred browser for PC users; **Firefox** is the preferred browser for MAC users. No software is required for installation. Logins and passwords are required. If you do not have a password, you can contact the Grants Online Help Desk for assistance in obtaining your login credentials.

For more information, e-mail [GrantsOnline.HelpDesk@noaa.gov](mailto:GrantsOnline.HelpDesk@noaa.gov) or call the Help Desk at 301-444-2112 or toll free at 1-877-662-2478 between the hours of 8:00 a.m. and 6:00 p.m. Eastern Time Monday through Friday excluding Federal holidays.

### A. Award Payments – ASAP Enrollment

Your award payments will be made through electronic funds transfers using the U.S. Department of the Treasury's Automated Standard Application for Payments (ASAP) system. Recipients must enroll in ASAP system by first submitting an Organization Profile Change Request via Grants Online, which will include the following requirements:

1. EIN#
2. DUNS#
3. Name of Organization
4. Type of Organization (i.e. Non-profit, For Profit, State etc.)
5. Address
6. Point of Contact
7. Title
8. Point of Contact's Email Address
9. Phone Number

## NOAA Administrative Standard Award Conditions

Please refer to the NOAA website at:

[http://www.corporateservices.noaa.gov/grantsonline/Process%20Maps/Award\\_and\\_Post\\_Award\\_OverviewOnly.pdf](http://www.corporateservices.noaa.gov/grantsonline/Process%20Maps/Award_and_Post_Award_OverviewOnly.pdf)  
for additional information.

### B. Financial Reports

Federal Financial Reports (SF-425) are to be completed in NOAA's Grants Online system. Grants Online will notify your organization via email when your reports are available for completion and submission through the Grants Online system. The status of all reports can be seen under "Associated Documents" under the Grants File.

To complete a report, login to NOAA Grants Online at <https://www.GrantsOnline.noaa.gov>, search for the award and navigate to the Grants File overview page. Find the report near the bottom of the page and click on the link to the report to complete the report. For multiple awards that require Federal Financial Reports (SF-425) covering the same period, you may create and submit a multi-award SF-425 from the "Awards" tab. For additional assistance with Grants Online, please review the Recipient Quick Reference Guide available at <http://rdc.noaa.gov/~GrantsOnline/Training>. This site also has additional detailed recipient assistance material. If you are having problems with accessing Grants Online, please contact the Grants Online Help Desk at 1-877-662-2478 or [GrantsOnline.HelpDesk@noaa.gov](mailto:GrantsOnline.HelpDesk@noaa.gov).

1. Federal Financial Report (SF-425) - (final report only)
  - a. A final comprehensive Federal Financial Report must be submitted, within 90 days after award expiration. The report shall cover the entire project period from the start date through the end date of the original award, or approved extended end date of the award, and must include the cumulative total of indirect costs charged to the award.
2. Federal Financial Report (SF-425) - Due semi-annually; reported under the "Federal Cash" line of the report. (This report replaces the SF 272, Cash Transaction Report)
  - a. The SF-425 shall be submitted on a semi-annual basis. If the recipient is reporting on more than one NOAA grant and/or agreement, then the SF-425 attachment must be used.
  - b. Interim semi-annual Federal Financial Reports (SF-425) are due no later than 30 days after the semi-annual reporting periods ending March 31 and September 30 for the entire project period of the award.
  - c. A final Federal Financial Report (SF 425) is due within 90 days after award expiration. The report shall cover the last semi-annual reporting period ending on September 30 or March 31, or a portion thereof, based on the end date or approved extended end date of the award.
  - d. The SF-425 is due for recipients using the Department of Treasury Automated Standard Application for Payments (ASAP) system for payment. If converting to

**NOAA Administrative Standard Award Conditions**

ASAP during the course of the Award, the SF-425 forms will be due as described above starting with the ASAP conversion date

**3. Request for Advance or Reimbursement (SF-270)**

- a. The SF-270 shall NOT be submitted by recipients using the Department of Treasury ASAP system unless specifically directed by a Special Award Condition.
- b. The SF-270 shall be submitted using the NOAA Grants Online system, as reimbursements are necessary for the financial management of the award.
- c. Semi-annual and final Federal Financial Reports (SF-425) are not required if the SF-270 is used.

**C. Performance/Progress Reports**

Performance/Progress Reports are to be completed in NOAA's Grants Online System. The Grants Online System will notify your organization through email, when your reports are available for completion and submission through NOAA Grants Online. Recipients are responsible for ensuring all personnel listed on an award have a current email address. The status of reports can be seen under Associated Documents under the Grant File.

To complete your report, login to NOAA Grants Online at <https://www.GrantsOnline.noaa.gov>, search for the award and navigate to the Grants File overview page. Then find the report near the bottom of the page and click on the link to the report to complete it. You must attach the report document for submission, or in the rare cases where there is very little to report, fill out the report in the report comments section. The Federal Program Officer is the authority on the acceptable form and content of Project Progress Reports. For additional assistance with Grants Online, please review the Recipient Quick Reference Guide available at <http://rdc.noaa.gov/~GrantsOnline/Training>. This site also has additional detailed Recipient assistance material. If you are having problems with your access to Grants Online, please contact the Grants Online Help Desk at 1-877-662-2478 or [GrantsOnline.HelpDesk@noaa.gov](mailto:GrantsOnline.HelpDesk@noaa.gov).

- a. Frequency: Performance reports are due on a semi-annual basis, unless otherwise specified in an award condition, no later than 30 days following the end of each six (6) month period from the start date of the original award. The last semi-annual performance report is required. The final report, which summarizes activities conducted during the entire award must be submitted within 90 days following the end date of the project.

**D. Reporting Subawards and Executive Compensation.**

- a. **Reporting of first-tier subawards.** (Applies only to grant/cooperative agreement awards issued with a new NOAA fiscal year 2011 award number)

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery

**NOAA Administrative Standard Award Conditions**

funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

**2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

**3. What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

**b. Reporting Total Compensation of Recipient Executives.**

**1. Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received--

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

**2. Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ecf.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

NOAA Administrative Standard Award Conditions

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received--

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

**NOAA Administrative Standard Award Conditions**

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward means:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --- .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

### NOAA Administrative Standard Award Conditions

- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### E. Post Award Action Requests for Non-Construction Awards

All Post Award Action requests must be completed in Grants Online. NOAA Grants Online provides the ability for Recipients to submit the different Award Action Requests. Each request is described below with specific guidance.

#### General Guidance and NOAA Business Rules

- NOAA requires all Award Action Requests to be approved by a "Recipient Authorized Representative." Grants Online enforces this business rule by routing all requests through the Recipient Authorized Representative(s) for submission to NOAA.
- An Award End Date may ONLY be extended through:
  - A funded amendment through an application (SF-424)
  - A No-Cost Extension - Prior Approval Waived (Research Terms and Conditions)
  - A No-Cost Extension - Prior Approval Required
- The Extension to Closeout is the only Award Action Request that may be initiated after the Award End Date.
  - An Extension to Closeout may only be requested within the 90-day closeout period (90 days after the award end date). The closeout period can be extended only once for a maximum of 60 days.
- A No-Cost Extension - Prior Approval Waived (Research Terms and Conditions) must be submitted to NOAA 10 or more days prior to the award end date.
  - Grants Online automatically enforces this business rule.
- A No-Cost Extension - Prior Approval Required is required to be submitted to NOAA 30 or more days prior to the award end date.
  - Recipients that are allowed Prior Approval Waived (Research Terms and Conditions) must exercise this no-cost extension, before requesting a no-cost extension Prior Approval Required.
  - Grants Online does not enforce this business rule. Enforcement is at the discretion of the Grants Officer.
- The "Other" Award Action Request may or may not produce an amendment. Use this Award Action Request if you have a request that does not fit under any other category. Please work

## NOAA Administrative Standard Award Conditions

with your Federal Program Officer to determine if you should submit the "Other" Award Action Request. In a few cases, the recipient will not have to submit an "Other" Award Action Request. An email request from the recipient to the Federal Program Officer, and the approval of the content of that email by the Program Officer, who in turn, submits it to the Grants Officer is sufficient. The approval of the request ultimately lies with the Grants Officer. This email request and attendant correspondence is always attached to the Grants File as evidence of the transaction.

**Grants Online Processing Guidance for list of Award Action Requests (Award Action Requests are listed on the following pages)**

From the Grants Online Recipient Quick Reference Guide :

1. Click the "Award" tab.
2. Click the "Search" or the "Search Award" link. The "Search Award" page is displayed.
3. Click the "Search" button on the "Search Award" page. When your search results populate, click the award number for which you are submitting your AAR.
4. On the "Grants File" launch page, select the "Create Award Action Request" action from the action dropdown menu then click the "Submit" button.
5. The "Award Action Request Index" page is displayed with the available AARs. Click the link to the AAR that you wish to submit. The requested page will be displayed for you to complete. Enter the required fields and click the "Save" button.
6. The AAR page is re-displayed with the attachment link and other fields. You can upload documents. After completing the required information, click the "Save and Return to Main" button. Another message will display where you can confirm your request and start workflow, click the "Yes" button.
7. A review task is sent to your "Task" inbox for this request. Follow the steps listed under the Processing a Task in this document. The review task will go first to the creator of the document and then to the Recipient Authorized Representative(s) in the organization. If you have the role of "Recipient Authorized Representative" you will have to submit the request to NOAA, thus you will have processed two tasks.

<b>List of Award Action Requests</b> Listed below is each kind of Award Action Request in the same relative location as it is found on the Award Action Request selection page in Grants Online. Those marked with an asterisk always require an amendment. The others generally do not, but might if any Special Award Conditions are associated with the request approval. * No Cost Extension – Prior Approval Required	No Cost Extension - Prior Approval Waived (Research Terms and Conditions)
Extension to Close Out	Reprogram or Rebudget
* Change in Scope	Equipment Purchase
* Transfer of Award	Foreign Travel
Change in Principal Investigator	Sole Source Contract
Organization Profile Change Request	Other
Change in Key Person Specified in the Application	Absence of more than 3 months or 25% by project director or PI
Satisfied Special Award Conditions	Inclusion of cost that require prior approval based



Attachment B

NOAA Administrative Standard Award Conditions

	on cost principles
Transfer of funds allotted for training to other categories of expenses	* Sub award, transfer or contracting out of any work under the award if not described in the approved application
Pre-Award Cost	*Termination for Convenience
ASAP Drawdown Request for Broadband Technology Opportunities Program (BTOP) Only	

**APPENDIX C**  
**STATEMENT OF WORK and BUDGET**



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

May 27, 2014

LaDon Swann, Director  
MS-AL Sea Grant Consortium  
703 East Beach Drive  
Ocean Springs, MS 39564

Dear Dr. Swann:

On behalf of the City of Key West, we are pleased to endorse the proposal by Bogdan Vitas to serve as a sub-award under the proposal entitled "**Taking the Plunge: Planners Forum to Address Climate Change Adaptation via Ordinances and Hazard Mitigation**". This effort will be in support of the U.S. Department of Commerce/NOAA/ Coastal Storms, Climate Community of Practice 2014 Program. We have reviewed the one year budget for the total amount of **\$33,750** and no cost sharing. In the event this proposal is awarded, we are committed to administer the sub-award in accordance with the rules, regulations, and requirements of the U.S. Department of Commerce.

This letter certifies that the City of Key West is not delinquent on any federal debt, nor is the City of Key West presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from any covered transaction by a federal department or agency.

We trust the collaboration between the City of Key West and The University of Southern Mississippi will be a fruitful one. Please let me know if you need additional information regarding this submission.

Sincerely,

A handwritten signature in black ink, appearing to read "Bogdan Vitas", is written over the typed name and title.

Bogdan Vitas  
City Manager  
City of Key West  
PO Box 1409  
Key West, FL 33041  
[bvitas@keywestcity.com](mailto:bvitas@keywestcity.com)  
305-809-3888

**PROPOSAL TITLE/COVER PAGE  
CLIMATE COMMUNITY OF PRACTICE 2014  
MISSISSIPPI-ALABAMA SEA GRANT CONSORTIUM**

**Project Title: Taking the Plunge: Addressing Climate Change Adaptation in Key West Ordinances and Hazard Mitigation**

**Submitted by:** (Please include full name, title, mailing address, E-mail, and phone number for all principal co-principal investigators and institutional authority. Also, please label the PI and number the Co-PIs in order of significance in this project.)

<p><b>Principal Investigator:</b> Alison M. Higgins Sustainability Coordinator City of Key West PO Box 1409 Key West, FL 33041 <a href="mailto:ahiggins@keywestcity.com">ahiggins@keywestcity.com</a> 305-809-3726</p>	<p><b>Co- Principal Investigator:</b> Nicole M. Malo Planner II City of Key West PO Box 1409 Key West, FL 33041 <a href="mailto:nmalo@keywestcity.com">nmalo@keywestcity.com</a> 305-809-3778</p>
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<p><b>Associate Investigator:</b> Don L. Craig Planning Director City of Key West PO Box 1409 Key West, FL 33041 <a href="mailto:dcraig@keywestcity.com">dcraig@keywestcity.com</a> 305-809-3720</p>	<p><b>Associate Investigator:</b> Scott G. Fraser FEMA Coordinator/Floodplain Administrator City of Key West PO Box 1409 Key West, FL 33041 <a href="mailto:sfraser@keywestcity.com">sfraser@keywestcity.com</a> 305-809-3810</p>
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**Focus Area: Resilient Communities and Economies**

	Total	Year 1: 04/01/14- 03/31/15		Prior Funding of Related Projects	
Sea Grant Funds:		\$33,750		Sea Grant Funds:	0
Grantee Match Funds:				Grantee Match Funds:	0
Other Source Funds:				Other Source Funds:	0
<b>Total Funds:</b>		<b>\$33,750</b>		<b>Total Funds:</b>	<b>0</b>

Proposed Starting Date: 04/01/14

Dates should be 4/1/14 - 3/31/15 -LL

Estimated Completion Date: 03/31/16

<p>Principal Investigator (sign below in blue ink)</p>	<p>Title (type below) Sustainability Coordinator</p>
<p>Institutional Authority (sign below in blue ink)</p>	<p>Title (type below) City Manager</p>

**MASGC PROJECT SUMMARY FORM 90-2 (Adapted)  
2014 Climate Community of Practice**

**Institution:** Mississippi-Alabama Sea Grant Consortium

**Year:** 2014

**Icode:** 2800

**Title:** Taking the Plunge: Addressing Climate Change Adaptation in Key West Ordinances and Hazard Mitigation.

**Project Number:** R/MG/CSP-35

**Initiation Date:** 04/01/14

**Revision Date:**

**Completion Date:** 03/31/15

**Sub Program:** Resilient Communities and Economies

**Principal Investigator:** Higgins, Alison M

**Effort (in man-months):** 18 months

**Affiliation:** City of Key West

**Affiliation Code:**

**Co-Principal Investigator:** Malo, Nicole M

**Effort:** 18 months

**Affiliation:** City of Key West

**Affiliation Code:**

**Associate Investigator 1:** Fraser, Scott G

**Effort:** 18 months

**Affiliation:** City of Key West

**Affiliation Code:**

**Associate Investigator 2:** Craig, Don L

**Effort:** 18 months

**Affiliation:** City of Key West

**Affiliation Code:**

**S.G. Funds:** \$33,750

**Matching Funds:** N/A

**Last Year's SG Funds:**

**Last Year's Match Funds:**

**Pass-Through Funds:**

**Last Year's Pass-Through:**

**Related Projects:**

**Parent Projects:**

**Sea Grant Classification:** (75) Planning and Decision-Making Information; (121) Severe Storms

**Keywords:** Adaptation, Key West, Sea Level Rise, Ordinances, Comprehensive Plan, Post Disaster Redevelopment Plan.

**Objectives:**

1. To adopt Adaptation amendments throughout the City's Land Development Regulations and other ordinances.
2. To develop an outline for an FY15 Post Disaster Recovery Plan.
3. To develop a list of proposed amendments to the City's Comprehensive Plan.
4. To actively vet of all of the above via the Keyswide Planners Forum consisting of the other local governments within Monroe County, with probable inclusion of our plan language into their plans.
5. To actively vet of all of the above via the Monroe County Climate Change Advisory Committee.
6. To share of our products and process at the 2014 Southeast Florida Regional Climate Compact Summit.

**Methodology:**

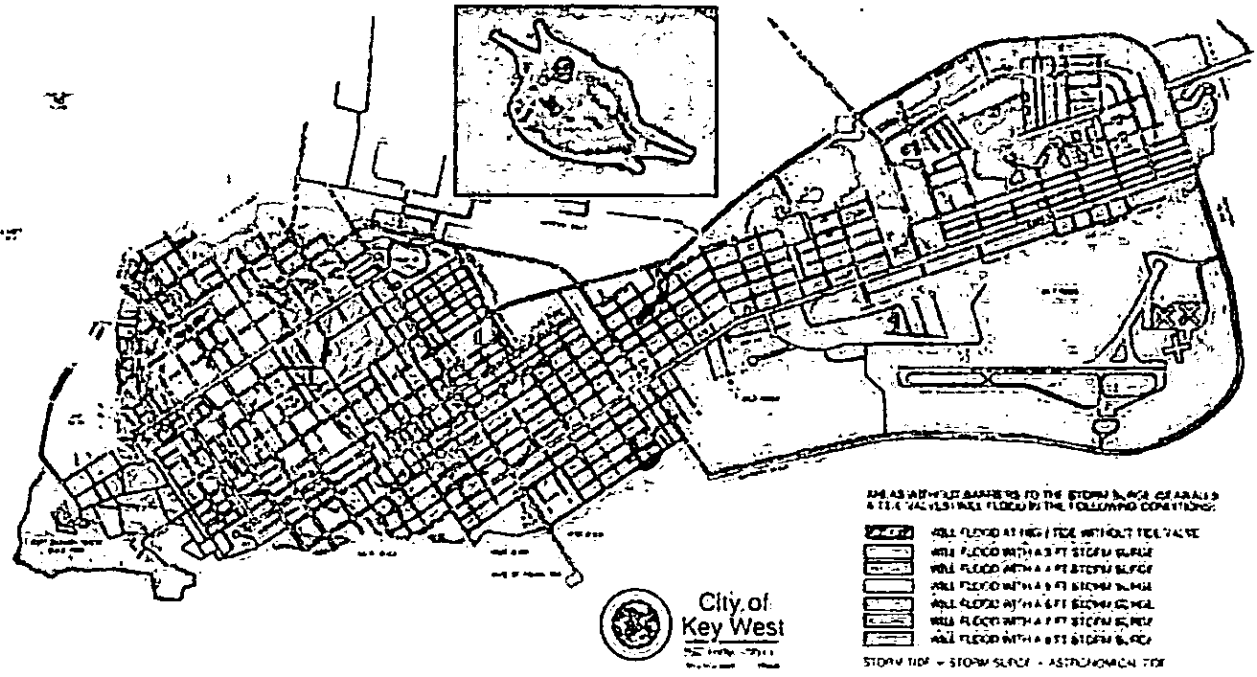
- **Land Development Regulations:** Hire LDR consultant team with Adaptation specialist to assist with overhaul of City LDRs. Pass completed LDR's through Florida Department of Economic Opportunity, then have approved by City Commission.
- **Keyswide Planners Forum:** Convene bi-monthly meetings of local government and associated agency planners to research and find consensus on shared direction and language for mitigation and adaptation strategies. Subjects to be covered include: stormwater and water quality implications, storm surge, increased precipitation and sea level rise scenarios, green infrastructure, hazard mitigation, floodplain management, FEMA's Community Rating System (CRS), Adaptation Action Areas, PACE and other creative financing, and Post Disaster Recovery Plans. Decisions reached will be shared with the LDR consultants for their inclusion, discussed with the Monroe County Climate Change Advisory Committee and in summary, at the Southeast Florida Regional Climate Compact Summit.

**Rationale:**

The City of Key West sits an average of 4.7" above sea level. Approximately 80% of the City is a Special Flood Hazard Area and already has 11 intersections that inundate monthly during full moon high tides. Stormwater further compounds the problems because the island of Key West is surrounded by the Florida Keys National Marine Sanctuary and derive much of its' tourism income from the health of our marine waters.

Having recently updated its' Comprehensive Plan (May 2013) to include 56 items of climate change mitigation and adaptation, the City of Key West is ready to translate those goals and objectives into actual on-the-ground policy via a super-overhaul of its ordinances. In order to gain more input and share best management practices, Key West is convening a Keyswide Planners Forum consisting of all six local governments and major utilities and agencies. The ultimate goal is to come to a consensus on language that can be shared across jurisdictions.

# Taking the Plunge: Planners Forum to Address Climate Change Adaptation via Ordinances and Hazard Mitigation



*an application for  
Sea Grant's Coastal Storms Community Project*

**Project Contact Info**

Applicant: Bogdan Vitas  
 Title: City Manager

P.I.: Alison M. Higgins  
 Title: Sustainability Coordinator

Affiliation: City of Key West

Address: 3140 Flagler Avenue  
 Key West, FL 33040

Telephone: O) 305-809-3726  
 C) 305-923-1783

Fax: 305-809-3978

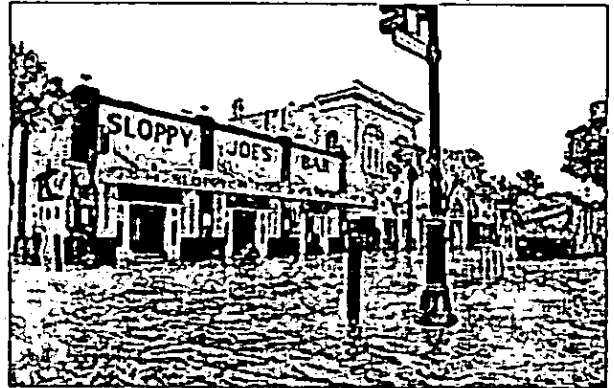
Email: [ahiggins@keywestcity.com](mailto:ahiggins@keywestcity.com)

## **1) Project Summary / Community Vulnerability**

The City of Key West sits an average of 4.7" above sea level. Home to ~24,600 people, it entertains over 3 million visitors a year, and enjoys international acclaim as a tourist destination. Progressive and pragmatic, the City has already started to address the causes and symptoms of climate change and is ready for the next step.

The City is poised to do a super-overhaul of its ordinances. Having recently updated its Comprehensive Plan (May 2013) to include 56 items of climate change mitigation and adaptation, it is ready to translate those goals and objectives into actual on-the-ground policy. This includes not only resource conservation, but also changes in the way we build and allocate capital improvement projects.

Of particular interest are policies that help us mitigate present-day storm surge threats and stormwater flooding. Approximately 80% of the City is a Special Flood Hazard Area and 42% of Key West policyholders will be affected by changes to the National Flood Insurance Program. We already have 11 intersections that inundate monthly during full moon high tides, and are easily exacerbated with less than one inch of rain. These issues are further compounded by the fact that we are surrounded by the Florida Keys National Marine Sanctuary and derive much of our tourism income from the health of our marine waters.



For all of these reasons, our Mayor, City Manager and City Commission fully support a strong suite of policies to help our community adapt. The City also has a strong team of partners who are willing to join us on these endeavors in order to craft a better future.

## **2) Project Details**

With the help of Sea Grant, we propose to deliver the following:

- Adaptation amendments throughout the City's Land Development Regulations and other ordinances
- Outline for an FY15 Post Disaster Recovery Plan
- List of proposed amendments to the City's Comprehensive Plan
- Active vetting of all of the above via the Keyswide Planners Forum consisting of the other local governments within Monroe County, with probable inclusion of our plan language into their plans.
- Active vetting of all of the above via the Monroe County Climate Change Advisory Committee.
- Sharing of our products and process at the 2014 Southeast Florida Regional Climate Compact Summit

The Keyswide Planners Forum started as a singular issue group, dedicated to better water conservation policy via vetted language that could be shared across jurisdictions. As a whole, the six local governments that make up the Keys (Monroe County, City of Key West, City of Marathon, Village of Islamorada, City of Key Colony Beach and City of Layton) agreed that shared language regarding this shared resource made it easier and cheaper for our businesses and residents to comply. The City of Key West instigated and led this process specifically because we are updating our ordinances and saw the value of working on it together. The Florida Department of Economic Opportunities has attended our water conservation policy team meetings and urged the group to take on other Keyswide subjects.

As the only region of the Southeast Florida Regional Climate Compact eligible for funding under this grant, the City and Monroe County are excited that the award of this grant would allow us to help fulfill 15 action items in the Compact's Regional Climate Implementation Plan. As a founding member of the Compact, Keyswide Planners Forum and the Monroe County Climate Change Advisory Committee, our P.I. Alison Higgins also has a long history of working regionally while acting locally. Lessons learned through this Sea Grant opportunity will have these venues and many others for dissemination and discussion.



**Ordinances:** The City is already committed to a “superoverhaul” of our Land Development Regulations, having committed \$65,000 in this year’s budget to procure a consultant to help write the final language. The RFP for these basic services is expected to go out in January of 2014. This grant partnership with Sea Grant will help us procure an adaptation and hazard mitigation specialist to advise on best management practices so that we don’t miss out on this rare opportunity to pepper our ordinances with model adaptation language. This includes, but is not limited to stormwater and water quality implications, storm surge, increased precipitation and sea level rise scenarios, green infrastructure, hazard mitigation, floodplain management, FEMA’s Community Rating System (CRS), Adaptation Action Areas, PACE and other creative financing to make community more resilient.

**Post Disaster Recovery Plan:** Our City Manager was involved in recovery efforts in Louisiana after Hurricanes Katrina and Rita. He is committed to developing a Post Disaster Recovery Plan for the City in FY15, which will start on October 1, 2014. As the Planners Forum reviews climate change BMPs, the group will also begin compiling specific actions that we wish to include in the Post Disaster Recovery Plan.

**Comprehensive Plan:** Lastly, even though we were successful in including many climate change adaptation measures into our Comprehensive Plan, we recognize that new information and model language is continuously being created as other local governments grapple with climate change. Because the City has \$36,000 budgeted in FY14 for additional Comprehensive Plan updates, the Planners Forum will also review recently adopted Climate Change Elements from other local government Comprehensive Plans.

It is expected that Sea Grant support in covering these three interrelated subjects will result in the best products possible for our Keyswide efforts. The City is also a strong believer in “peppering” climate change language across all of our plans, and intend to take this opportunity to get these BMP’s into our upcoming Parks and Recreation Master Plan, S. Roosevelt Beaches Plan, Capital Improvement Plan, and Urban Design Master Plan.

### **3) Success in Implementing Hazard Mitigation Practices**

Because of our topography, geography and geology, the City of Key West has a long history of hazard mitigation and adaptation. Situated in the middle of the Florida Keys National Marine Sanctuary, protecting water quality is very important for our Keyswide economy. In 1989, our municipality was the first in the Keys to incorporate central sewer, and did so via pump technologies because gravity fed systems were not appropriate. Our Wastewater Plant now treats to advanced wastewater standards, has reduced 80% of its pollutants and has won many awards for its efforts.

Our recently adopted Building Permit Allocation System only gives new residential unit permits to homes that build 1.5’ above flood, obtain green certification and install 1,000-gallon cisterns. Five years ago, the City strongly lobbied FDOT to incorporate sea level rise into the restructuring of North Roosevelt Boulevard, which was slated to actually lower the roadbed. Our 2012 Stormwater Master Plan utilized LIDAR data to better address our flooding issues, committing \$5M of the next few years of Capital Improvement Funding for the installation of pump assist injection wells, elimination and/or retrofit of outfalls, installation of injection wells and retrofit of existing injection wells. Lastly, the City has committed \$40,000 towards a mitigation specialist to help us regain our CRS rating by addressing our 12 Severe Repetitive Loss properties and 218 Repetitive Loss properties.



The City of Key West is also very successful in courting media interest in our plight and our solutions. In the past six months alone we have interviewed with National Public Radio and the Associated Press. For other issues, our P.I has also made appearances on CNN, FoxNews Live, MSNBC and The Daily Show. Yale Law School’s Cultural Cognition Project has also joined in to help disseminate both our progress and process.

#### **4) Staff / Partner Qualifications**

##### **Core Team**

- **Alison Higgins**, Sustainability Coordinator, City of Key West: Founding member of Climate Compact. Past Adaptation mapping project leader with The Nature Conservancy. Past participant at GoM Communities of Practice meetings, National Adaptation Forum, etc. Awarded "Planting Adaptation" grant from Audubon. USFWS Power of Partnerships Individual Award, US Dept of Interior Cooperative Conservation Award.
- **Bogdan Vitas**, City Manager, City of Key West: Post Disaster Recovery efforts in Louisiana
- **Craig Cates**, City Mayor, City of Key West: Active participant in SE FL Climate Compact presentations.
- **Don Craig**, Director of Development Services, City of Key West: Keys Planner for over 20 years.
- **Scott Fraser**, FEMA Liaison, City of Key West: Increasing Key Wests' CRS rating via mitigation.
- **Barbara Powell**, Planning Analyst, Department of Economic Opportunity: Reviews Keys plans/ordinances.
- **Alicia Betancourt**, Family and Consumer Sciences Agent, Monroe County Extension Service: Staff support for Monroe County Climate Change Advisory Council
- **Rhonda Haag**, Sustainability Programs, Monroe County. Staff support for Monroe County Climate Change Advisory Council, Climate Change Element
- **Thomas Ruppert**, Coastal Planning Specialist, Sea Grant Florida: Hazard mitigation, Post-disaster recovery planning, environmental protection, water quality.

##### **Keyswide Planners Forum**

- **Mike Roberts**, Senior Administrator, Monroe County Growth Management
- **George Garrett**, Planning Director, City of Marathon
- **Ed Kokonis**, Planning Director, Village of Islamorada
- **Marie Flood**, Planning Committee Chair, City of Key Colony Beach
- **Skip Haring**, Administrative Support to the Mayor, City of Layton

##### **Other Vetting Partners**

- **Katie Carpenter**, Cultural Cognition Project, Yale Law School
- **Ed Barham**, Environmental Programs, Naval Air Station - Key West
- **Sean Morton**, Superintendent, Florida Keys National Marine Sanctuary
- **Jon Rizzo**, Warning Coordination Meteorologist, National Weather Service
- **Michael Larson**, Flood Insurance Reform Chair, Key West Association of Realtors
- **Mel Montagne**, Flood Insurance Subcommittee, Fair Insurance Rates for Monroe
- **Jackie Weidman**, Climate and Energy Outreach Specialist, Union of Concerned Scientists
- **Kara Reeve**, Community-Based Climate Adaptation Manager, National Wildlife Federation
- **Chris Bergh**, Director of Coastal and Marine Resilience, The Nature Conservancy
- **Monroe County Climate Change Advisory Committee**
  - **Sylvia Murphy**, Board of County Commissioners, Monroe County

#### **5) Summary**

In summary, the City of Key West will make a great Sea Grant pilot site because it is a microcosm of the larger coastal cities Gulfwide. We have a long history of adapting and the community cohesiveness to succeed. We have reached build-out and are poised to address our climate change issues head on, reaching backward to preserve our historic places and forward to new building policies. Lastly, the City of Key West is an international destination, in position geographically and topographically to showcase Sea Grants successes to the world.

Rick Scott  
GOVERNOR



Jesse Panuccio  
EXECUTIVE DIRECTOR

November 4, 2013

Bogdan Vitas, City Manager  
City of Key West  
3132 Flagler Ave  
Key West, FL 33040

Dear Mr. Vitas:

This letter supports the City of Key West application for a grant made available through the Gulf of Mexico Coastal Storms Programs in collaboration with the Gulf of Mexico Sea Grant Programs and the Gulf of Mexico Climate Community of Practice.

The City of Key West has been designated an Area of Critical State Concern by the Florida Legislature pursuant to Sections 380.05, Florida Statutes. The Department of Economic Opportunity's staff has worked with the City of Key West to update their comprehensive plan. The adopted amendments include 56 items related to climate change mitigation and adaptation. The next step for the City will be to revise the Land Development Regulations to implement the updated comprehensive plan.

The low ground elevation and high water table present unique challenges to the City. The majority of the City is located within a Special Flood Hazard Area and 42% of Key West policyholders will be affected by changes to the National Flood Insurance Program. These issues are further compounded by the fact that the City is surrounded by the Florida Keys National Marine Sanctuary which has high water quality standards in order to protect the health of the coral reef. Additionally, scientists at the National Oceanic and Atmospheric Administration have monitored tide gauges placed along Key West's western shoreline for more than 100 years. The gauges indicate the sea has risen by nearly nine inches at Key West.

We applaud the City of Key West in its proactive efforts to plan for sea level rise for the next century and believe this grant will enhance the City's ability to implement the comprehensive plan provisions relating to climate change mitigation and adaptation. If you have any questions related to this review, please contact Barbara Powell at (350) 717-8504, or by email at [Barbara.Powell@deo.myflorida.com](mailto:Barbara.Powell@deo.myflorida.com).

Sincerely,

  
Rebecca Jetton, Program Manager  
Area of Critical State Concern

**UF** UNIVERSITY of  
**FLORIDA**  
IFAS Extension

UF/IFAS/Monroe County Extension  
1100 Simonton Street, Suite 2-260  
Key West, FL 33040  
Phone (305) 292-4501  
Fax (305) 292-4415  
E-mail: [monrct@ifas.ufl.edu](mailto:monrct@ifas.ufl.edu)  
Website: <http://monroe.ifas.ufl.edu>

October 25, 2013

Mr. Rogdan Vitis  
City Administrator  
City of Key West

Dear Ms. Higgins:

The University of Florida-Monroe County Extension Service is eager to assist the City of Key West, Florida with the proposed Sea Grant grant application to obtain broad public input on Climate Change ordinances and hazard mitigation. As staff liaison I will recommend that the Monroe County Climate Change Advisory Committee review the products of the process including the ordinances from the Keyswide Planners Forum and the outline of the Post Disaster Recovery Plan and provide input in the County's Community Climate Change Action Plan. Public input into development of climate change resiliency measures will be critical for helping the Florida Keys create effective adaptation efforts.

We can assist with the conduct of the public workshops and with incorporating the resultant information into the climate action plan process.

Good luck with the application. The Sea Grant grant project could greatly enhance the County's existing efforts.

Sincerely,

Alicia Betancourt  
County Extension Director  
Community Development Agent

## Seagrant Coastal Storms Community Project

### City of Key West Taking the Plunge: Addressing Climate Change Adaptation in Key West Ordinances and Hazard Mitigation

RE: Application Response

Dear Sea Grant Committee,

The City of Key West is very excited to be in the top running for this grant. The financial assistance and technical support that Sea Grant will bring is the difference between "good enough" adaptation language and model adaptation language.

#### **Budget: \$33,750**

- **Thomas Ruppert Travel to Keyswide Planners Forum: \$1,500**  
Having Thomas' expertise as a speaker for our 1<sup>st</sup> Planners Forum is critical. We intend to open up the initial presentation section of the Forum to our elected leaders and key staff and partners so that they have a better understanding of the importance of what we are trying to do. We will also make sure it is broadcast and recorded.
- **Adaptation Ordinances Consultant to LDR Consultant Team: \$32,250**  
As noted in the application, the City has \$65,000 set aside for a consultant to help with the "superoverhaul" of our Land Development Regulations and other Ordinances in order to catch up with our newly updated Comprehensive Plan. The amount budgeted was well short of the amount needed for a project this ambitious, so staff is already geared up to do a lot of up front research as well as the final strike through/underline scrivener work to capture all the changes desired. Adaptation was included in the list of subjects we want inserted into the ordinances, but was overshadowed by all the other pieces of the superoverhaul. The Sea Grant award will help us specify that we want an Adaptation specialist on the LDR consultant team so that this crucial piece is not an afterthought.

#### **CRS Status**

Floodplain management was seriously implemented in Key West during the mid-1990s, resulting in a CRS Class 9 rating. It appears the staff responsible for this implementation had departed city employment when the cycle visit came due and their replacements didn't recognize the significance of this effort and never responded. The City's rating was subsequently reduced to a Class 10 rating by default.

The past three years have been spent revamping the Planning/Building permit review process, focusing on floodplain management compliance and required mitigation efforts where buildings need to be floodproofed or elevated to avoid future flood damage.

We expect to receive Compliance Certification from FEMA for basic NFIP provisions in February. With the basic tenants of floodplain management assured, the City will then work towards exceeding the basic NFIP requirements and obtaining an improved CRS rating. Over the next two years, City staff will focus on meeting hundreds of CRS activity elements aimed at reducing future flood losses. Adaptation LDR's will greatly help this effort.

Starting in April, \$40k has been budgeted for a mitigation consultant to work directly with homeowners in repetitive loss flood areas, where the most vulnerable buildings are located. The consultant will be tasked with determining which buildings are eligible for available funding sources to mitigate (elevate) at-risk structures, and guide applicants and city staff through the application, construction and project finalization efforts, resulting in more at-risk structures being elevated while adding additional credits to the City's CRS application.

## **Southeast Florida Regional Climate Compact – Regional Climate Action Plan (RCAP)**

Discussions with the Compact Steering committee last week further solidified their support of this effort. Not only will the Compact help to disseminate our final products, they also rescheduled some of their RCAP technical workshops (namely stormwater, utility assets and green infrastructure) to occur during our six month LDR effort. Although there are dozens of suitable action items in the Compact's RCAP, the Compact felt that the following initiatives most strongly feed into this grants scope:

### Sustainable Communities and Transportation Planning (SP)

- SP-1: Include recommendations of the plan into local govt Comprehensive Plans
- SP-2: Develop policies, strategies and standards that will serve as guidance in Comprehensive Plans
- SP-3: Incorporate Adaptation Action Areas (AAA) into Comp Plans
- SP-4 - Develop AAA criteria in collaboration with municipal and county planning authorities
- SP-6: Develop policies in collaboration with municipal and county planning authorities.
- SP-7: Incorporate Sea Level Rise Maps into Comprehensive Plans
- SP-10: Work with local, regional and state authorities to revise building codes and LDR's. Require vulnerability reduction measures for all new construction.
- SP-12: Develop new community flood maps.

### Water Supply

- WS-4: Evaluate the impacts of rising sea and groundwater levels on soil storage, infiltration rates and inflow to stormwater and wastewater collection and conveyance systems, reclaimed water and stormwater reuse projects that account for current and future conditions.
- WS-7: Develop Integrated Water Management Plans involving water and wastewater utilities, water managers, and partners for coordinated consideration of stormwater, water supplies, wastewater disposal/reuse, and water conservation measures to guide amendments to codes and regulations.
- WS-9: Incorporate and prioritize preferred climate adaptation improvement projects in capital improvement plans and pursue funding.

### Natural Systems

- NS- 4: Quantify monetary values of hazard mitigation and adaptation provided by natural systems using Ecosystem Services Valuation or comparable model.
- NS-11: Support regulatory requirements that provide for ecologically beneficial uses of clean, dredged materials

### Risk Reduction & Emergency Management (RR)

- RR-1: Further refine vulnerability analysis to quantify the economic value of regional infrastructure.
- RR-2: Evaluate and improve adaptation responses for communities at risk, including evac and relocation
- RR-3: Incorporate adaptation into Local Mitigation Strategy
- RR-5: Enforce Coastal Construction Line and build upon Goals, Objectives and Policies related to Coastal High Hazard Area designations in Comp Plans.
- RR-6: Adopt consistent plans at all levels of regional government that integrate mitigation, sea level rise and climate change adaptation.

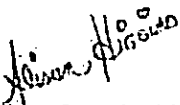
### Public Outreach & Public Policy

- PO-1: Provide outreach to residents, stakeholders and elected officials
- PO-2: Increase public awareness about hazards, mitigation efforts and adaptation strategies
- PO-6: Develop early warning systems for high tide events, including signage

Also of note, the Compacts liaison to the Seven50 project, Jim Murley, has also pledged their help in disseminating final products.

Thank you for this opportunity to address your questions. We look forward to hearing from you.

Sincerely,



Alison Higgins, Sustainability Coordinator, City of Key West, 3140 Flagler Ave. Key West, FL 33041

# Alison Marie Higgins

3122 Riviera Drive  
Key West, FL 33040

305-923-1783  
Alison.Higgins@inthekeys.org

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## WORK EXPERIENCE

### City of Key West, Sustainability Coordinator

Jan 2012 - Present

- Oversaw development of Preserve Island Life sustainability campaign, including curriculum development and 12 Month plan for sustainability education throughout the community
- Partnered with Keys Audubon Society on grant to build cistern to save potable water.
- Identified and shut off 36 water meters not in use, saving the City ~\$8,000 per year.
- Updated the City's Comprehensive Plan to include 54 new items of sustainability.
- Started beta testing new Green Business Certification for local businesses.

### Green Living & Energy Education, Inc. (GLEE), Executive Director

Dec 2005 – Jan 2012

- Founded and provided vision and leadership during startup of sustainability-based non-profit designed to serve as a catalyst to produce a culture change for individuals, businesses, and policy makers.
- Developed and nurtured productive relationships with key players at Keys Energy Services, Florida Keys Aqueduct Authority, Waste Management, Naval Air Station Key West, and all six Keys municipalities.
- Coordinated GreenGov, a bi-annual seminar for local policy makers which advocates and models possibilities for emission reductions.
- Provided research, support and advice to Key West and Monroe County on Climate Action Plans.
- Served on Planning Team, Vulnerability Mapping Team, and Transportation Team for the Southeast Regional Climate Compact.
- Attended three annual conferences by ICLEI (Local Governments for Sustainability) as representative from Monroe County and received training in emissions counting.
- Coordinated annual Green Living Expos, with budget of \$60K, serving 5,000 residents.
- Received grant to develop the Keys only local, multi-sector Green Business Certification program.
- Designed and hosted Sustainable Solutions, a monthly webinar series on emission reduction solutions.
- Created annual Green Living Awards event to recognize local efforts.
- Managed production of monthly eNewsletter to ~1,200 subscribers.

### Friends And Volunteers Of Refuges (FAVOR), Chair

Dec 1998 – Jan 2012

- Volunteer for non-profit organization supporting the Florida Keys National Wildlife Refuges.
- Spearheaded Our Animal Family campaign ([www.ouranimalfamily.org](http://www.ouranimalfamily.org)) to get "cat people", "raccoon people" and "bunny people" collaborating on a positive project to address predator impacts on the endangered Lower Keys Marsh Rabbit.
- Lobbied in congress for increased support for the National Wildlife Refuges.
- Created Walk on Winn Dixie, a monthly outreach event that brings 300+ locals into the Refuge Visitors Center.
- Coordinated large outreach events for the 100th birthday of the Key West National Wildlife Refuge and 50th for the National Key Deer Refuge.
- Designed and implemented opening of FAVOR's bookstore in 2000, now grossing \$36,000 annually.
- Created the "Natural Inspiration Artists Wall," showcasing south Florida wildlife artists.
- Supported international White-crowned pigeon workshop for twelve experts from six countries.
- As part of graduate school project, created "Keys Kids in Nature," a weeklong local environmental education and field trip program, tied to sunshine state standards for the 4th grade curriculum.

**U.S. Fish & Wildlife Service, Public Information Officer Trainee** **Sept 2011**

- Utilized communication skills, local knowledge and contacts to assist with public relations and damage control for locally high profile prescribed fire that escaped and burned 75 acres.
- Devised talking points; composed and distributed press releases using extensive local press contacts.
- Developed social media communications to ensure timely dissemination of pertinent information.
- Pursuing full certification as Public Information Officer, spring 2012.

**The Nature Conservancy, Land Conservation Program Manager** **Dec 1997 - June 2011**

- Applied, secured and managed over \$1 million in grants.
- Project Manager for Caribbean/Florida Fire & Invasives Learning Network, coordinated webinars and an annual workshop involving eight nations across the Caribbean.
- Chair for multi-agency Florida Keys Invasive Exotics Task Force, received the U.S. Department of the Interior Cooperative Conservation Award and USFWS Power of Partnerships Award.
- Designed, piloted and marketed the GreenThumb-Nursery green certification program, now replicated in other areas in Florida.
- Developed and piloted Python Patrol Early Detection Rapid Response program, currently used throughout Florida.
- Project Manager for GreenSweep, a large Keys-wide volunteer-based exotics eradication program.
- Project Manager for Florida Keys Sea Level Rise Coastal Resilience Tool project and Conservancy delegate for Gulf of Mexico Climate and Resiliency Engagement Panel.
- Presented at numerous conferences and workshops nationwide on climate change, invasive species and the power of partnerships.
- Lobbied at local, state and federal levels to control invasive exotics, mitigate emissions, and adapt to climate change.
- Set and achieved various short, medium, and long term goals and objectives across all programs.

**Santa Barbara Museum of Natural History, Intern Coordinator** **December 1996 – April 1997**

- Coordinated with three universities to develop credit seeking internship program for herpetological exhibit at Santa Barbara Museum of Natural History.
- Created intern manual including curriculum, policy and protocol formulation, hiring, scheduling, and quarterly field trip coordination for 15 interns.

**EDUCATION**

**Antioch University, Seattle**

Master of Arts: Environment and Community, Graduated December 2005

Thesis: Evaluation and Recommendations for Florida's Clean Marina Program

Relevant Coursework: Qualitative Research & Evaluation Methods, Community Based Social Marketing, Sustainable Fisheries, Solar Water Heater Evaluation & Installation, Greywater Permitting, Biodiesel Business Plans, Rehabbing Historical Cisterns, and Rate Of Growth Ordinances, all with a local focus.

**University of California, Santa Barbara**

Bachelors of Science: Aquatic Biology, minor in Zoology, Graduated December 1996

**University of Queensland, Australia**

1995: Two semester Study Abroad Program, focus on Marine Biology

**LANGUAGES:** Conversational Spanish,



# Donald L. Craig, AICP

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## CAREER SUMMARY

### Director of Community Development Services, The City of Key West, Florida 2011 to Present

Mr. Craig is contracted to the City of Key West to manage three key departments: Planning, Building and Code Compliance which also includes the city's Urban Forestry and Sustainability programs. Mr. Craig is responsible for the management of 34 persons and serves five boards as well as the City Commission, the Historic Architectural Review Commission, the Planning Board, the Tree Commission, the Sustainability Board, and the Bahama Village Redevelopment Advisory Committee. Mr. Craig is also responsible for many special projects, which cross many department boundaries reporting directly to the City Manager. During his tenure Mr. Craig rewrote the City Comprehensive Plan for the first time in 20 years, and secured from the state of Florida the right to new building permits for the first time in 15 years. He also wrote the new Building Permit Allocation Ordinance based on sustainability principles and response to sea level rise. Mr. Craig is responsible for the creation of the Master Development Plan for Truman Waterfront Park for a 24 acre \$23 million waterfront park on Key West Harbor which required the cooperative efforts of the citizen led Truman Waterfront Advisory Board and the United States Navy, an adjacent property owner. He also has directed the implementation of the City's first GIS system, the re-writing of the Impact Fee and Landscape Ordinances and led the effort to re-establish the City as a member of good standing in the FEMA Community Rating System.

### President and Founder, The Craig Company, Key West, FL 1990-2011

As president, Mr. Craig is responsible for marketing and project development for this regional land-use planning and management firm. His recent projects include rewriting Monroe County's Affordable Housing Ordinance, a redevelopment plan for Bahama Village, resort development plans involving major hotels in Key West, Marathon, Islamorada and Monroe County, a marina plan for the City of Marathon, marina and development in multiple Monroe County locations, affordable housing projects totaling over 500 units in various Keys' locations, and rezoning in all Keys communities. Mr. Craig's expertise includes tourism, growth management and community planning and management of a 6 person multi-disciplinary firm with gross revenues exceeding \$1.75 million per year.

### Assistant County Administrator, Growth Management, Monroe County, FL 1987-1990

With a staff of 68 persons in three sub-regional and an annual budget of \$4 million, Mr. Craig provided planning, building, parks and recreation, and environmental resources services for a county comprised of the subtropical Florida Keys stretching from mainland Florida to Key West over 118 miles of islands connected by the Overseas Highway with a permanent population of 85000 and a peak season population of 150000.

### Partner, Vice President & Senior Associate, BRW, Inc., Phoenix, AZ 1981-1987

As director of this 225-person firm, Mr. Craig developed and directed multidisciplinary design teams offering professional planning, transportation, architectural and engineering services from three regional offices in Denver, Colorado, Phoenix, Arizona and Breckenridge, Colorado. Mr. Craig's projects included ski area design, hotel design and development, urban design for roads and freeways and subdivision design.

*The Creative Edge*

Maple Street, Suite 100, Key West, FL 33440  
Tel: 305.297.1111, Fax: 305.297.1112

**Director of Planning, Robert Borg Associates, Denver, CO 1980-1981**

Mr. Craig directed planning services in the United States and Mexico. Projects included the 76-acre Breckenridge Nordic Village residential/recreational community, the Breckenridge Summit Ridge Shopping Center, and the Angel Fire Ski Resort in Taos.

**Project Manager, Environmental Management, San Mateo County, CA 1973-1979**

As a principal legislative analyst, Mr. Craig supervised the local coastal program, land use and circulation elements of the comprehensive plan, and the agricultural land zoning ordinance. He was awarded the Northern California Chapter American Institute of Planners 1976 Merit Award.

**Development Officer, Michigan Housing Development Authority, Lansing 1971-1973**

Mr. Craig provided technical planning and design assistance to builders, contractors, local government housing authorities, and nonprofit housing development corporations for moderate and low-income housing.

## EDUCATION

- Fellow, Institute of Local Self Government, University of California, Berkeley, 1977-1978
- Graduate Studies and Lecturer, Stanford University, California, 1977-1978
- Graduate Certificate, University of California, Berkeley, 1976
- Master of Urban Planning, Michigan State University, East Lansing, 1973
- Bachelor of Arts, University of California at Los Angeles, Alumni Scholar and Fellow, 1970

## CIVIC ACTIVITIES

- Vice-President of the Key West Art Historical Society, 1998-2003
- Member and Co-Chair, Monroe County Affordable Housing Task Force, 1998
- Founding Member and Board Vice-Chair, Key West Artist Colony, 2000
- Member of Key West Historic Architectural Review Commission, 2002-2006
- Volunteer Planner for the Crane Point Museum of Natural History, Marathon, 2008
- President, Summit County Library Board, 1984-86
- Volunteers for Literacy, Key West, 2003-2006

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*The Practitioner*

1998-2003

7200 10th Street, Suite 100, San Francisco, CA 94118

## Additional Bios

*Nicole Mulo, AICP, LEED GA  
Planner II  
City of Key West Planning Department*

6 years Planning Experience – Specializing in long-range policy planning including Community Redevelopment, Comprehensive Planning and Land development Regulations.

Development review experience with focus on public projects and spaces such as the Higgs Beach Park Master Plan, Truman Waterfront Park Master Plan, Bayview Park planning, Indigenous Park Master Plan. AICP and LEED GA certified.

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*Scott Fraser, CFM  
FEMA Coordinator/Floodplain Administrator  
City of Key West, Florida*

After a lengthy career in emergency services as a police officer, firefighter, EMT, and serving as an elected City Commissioner, during 2000 Fraser embarked on a one-way sailing excursion for parts unknown. After sailing the Caribbean, he eventually opted to settle upon the isle of Key West, where he served several years as the Executive Director of a local nonprofit organization.

During 2007, the City had an unexpected sudden need for a FEMA Coordinator, and Fraser stepped-in to assist until a permanent person could be located. Seven years later, he remains at this post, pre-planning for disaster response, post-disaster recovery efforts and - under his second hat as the City's Floodplain Administrator - managing floodplain compliance with the National Flood Insurance Program and Community Rating System.

Form 90-4 (Adapted)

**MASGC BUDGET FORM**

Year: 1

PROJECT STATUS: New <input checked="" type="checkbox"/> Continuing <input type="checkbox"/> Check if separate project grant <input type="checkbox"/>				
GRANTEE: City of Key West		PROJECT NUMBER: R/MG/CSP-35		
Taking the Plunge: Addressing Climate Change Adaptation in Key West Ordinances and PROJECT TITLE: Hazard Mitigation				
PRINCIPAL INVESTIGATOR(S): Higgins, Alison. M. Malo, Nicole M.		DURATION: 4/1/2014 3/31/2015		
<b>A. SALARIES &amp; WAGES</b>	<b>NO. OF PERSONNEL</b>	<b>MONTHS</b>	<b>SEA GRANT FUNDS</b>	<b>GRANTEE SHARE</b>
1. SENIOR PERSONNEL				
a. (Co) Principal Investigator:				
b. Associates (Faculty/Staff):				
Sub Total:	0	0.0	0	0
2. OTHER PERSONNEL				
a. Professionals:				
b. Research associates:				
c. Research asst. grad. students:				
d. Prof. school students:				
e. Pre-Bac. student(s):				
f. Secretarial-clerical:				
g. Technicians:				
h. Other:				
Total Salaries and Wages: (A1 through A2h)			0	0
<b>B. FRINGE BENEFITS (Charged as direct cost):</b>				
Total Salaries (A and B):			0	0
<b>C. PERMANENT EQUIPMENT</b>				
<b>D. EXPENDABLE SUPPLIES AND EQUIPMENT</b>				
<b>E. TRAVEL</b>				
1. Domestic U.S.			1,500	
2. International				
Total Travel:			1,500	0
<b>F. PUBLICATION &amp; DOCUMENTATION COSTS:</b>				
<b>G. OTHER COSTS:</b>				
1. Computer Costs				
2. Telephone/Postage/Fax				
3. Reference Materials				
4. Professional Fees				
5. Support Services				
6.				
7.				
8. Scholarships/Awards/Tuitions				
9. Subcontracts			32,250	
TOTAL OTHER COSTS (G1 through G9)			32,250	0
TOTAL DIRECT COSTS (A through G)			33,750	0
<b>H. F &amp; A COST</b>				
1. On Campus	0.00%	of		
2. Off Campus	0.00%	of		
TOTAL F & A COST (H1 + H2)			0	0
TOTAL COSTS (A through H)			33,750	0

<b>BUDGET JUSTIFICATION (NARRATIVE)</b>	Man months		4/1/2014 to 3/31/2015	
	SG	G	SG FUNDS	GRANTEE
<b>Title:</b> Taking the Plunge: Addressing Climate Change Adaptation in Key West Ordinances and Hazard Mitigation				
<b>A. SALARIES AND WAGES:</b> (include individual names and position)				
<b>B. FRINGE BENEFITS</b> (Includes: Health Insurance, Life Insurance, Retirement, FICA, Unemployment and Worker's Compensation)				
<b>C. PERMANENT EQUIPMENT</b>				
<b>D. EXPENDABLE SUPPLIES &amp; EQUIPMENT</b> (itemize)				
	<u>amount</u>			
<b>E. TRAVEL</b> (itemize)	<u>amount</u>			
Thomas Ruppert: Tampa to Key West (mileage 425 miles)				
Plane (Avg 4 day flight mid week)	296		296	
Rental Car (\$30/day x 4 days + one \$40 tank of gas)	160		160	
Hotel (4 nights @ avg rate 200)	900		900	
Per diem (4 days x \$36))	144		144	
<b>F. PUBLICATION &amp; DOCUMENTATION COSTS</b>	<u>amount</u>			
<b>G. OTHER COSTS</b> (itemize)	<u>amount</u>			
Subcontractor (Adaptation Consultant for Land Devt as supplement (33%) of entire LDR Consultant Team (total \$97,250)	32250		32,250	
<b>TOTAL DIRECT COSTS</b>			33,750	0
<b>H. FACILITIES &amp; ADMINISTRATIVE COSTS</b>				
On Campus % of \$				
Off Campus % of \$				
<b>Totals</b>			33,750	0

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

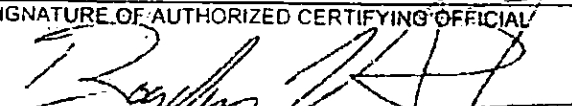
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE City Manager
APPLICANT ORGANIZATION City of Key West		DATE SUBMITTED May 27, 2014

### CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

#### LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

City of Key West

AWARD NUMBER AND/OR PROJECT NAME

Taking the Plunge: Addressing Climate Change....

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Bogdan Vitas, City Manager

SIGNATURE

DATE

10/2/14



# Consent Form - Intellectual Property

## Mississippi-Alabama Sea Grant Consortium

I, the undersigned, making application for Mississippi-Alabama Sea Grant Consortium (MASGC) funding do hereby acknowledge and agree to the following terms and conditions pertaining to rights to intellectual property resulting in part or wholly from Consortium funding. I understand that these policies and related operational guides thereof have been incorporated by reference into the Consortium's standard administrative guidelines, *Sea Grant Handbook*.

I. **Patent Rights:** Certain patent rights are required by federal regulations found at 37 CFR Part 401 which is incorporated herein by reference. I agree as a condition of funding to abide by the Consortium's "Patent Rights" provisions which are attached hereto as *Attachment "A"* and incorporated herein. I further agree that none of the costs associated with perfecting the rights to any inventions shall be the responsibility of MASGC.

II. **Copyright Rights:** I agree as a condition of funding from the Consortium to the following:

(a) **Allocation of Principal Rights:**

The contractor or its assignee shall have the right to copyright any books, publications, or other copyrightable materials developed wholly or in part through consortium funds provided under this contract, provided that the U.S. Government and the consortium hereby reserves and is granted a royalty-free non-exclusive and irrevocable right to produce, publish, or otherwise use, and to authorize others to use, the work for government or informational purposes.

(b) **Acknowledgements:**

All copyrightable materials without exception, resulting from funding from this Sea Grant contract shall contain or bear the following acknowledgement in a prominent place: "This work is a result of research sponsored in part by the National Oceanic and Atmospheric Administration, Department of Commerce under Grant #[insert grant number], the Mississippi-Alabama Sea Grant Consortium and [insert your university and any other cooperative sponsors you wish to credit]. The views expressed herein do not necessarily reflect the views of any of those organizations."

Contractor:

Signature: 

Printed Name: Bogdan Vitas

Institution: City of Key West

Department: Administration

Project Title: Taking the Plunge: Addressing Climate Change Adaptation in Key West Ordinances and Hazard Mitigation

Federal Agency:

National Sea Grant Office  
NOAA/Sea Grant, R/SG  
SSMC-3, Eleventh Floor  
1315 East-West Highway  
Silver Spring, MD 20910

Mississippi-Alabama Sea Grant Consortium  
P.O. Box 7000  
Ocean Springs, MS 39566-7000

**APPENDIX D**  
**INVOICE TEMPLATE**

Subcontractor Name: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

USM CONTRACT # USM-GR \_\_\_\_\_

INVOICE # \_\_\_\_\_

INVOICE PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

	<b>Current Sponsor</b>	<b>Cumulative Sponsor</b>	<b>Current Subcontractor Share</b>	<b>Cumulative Subcontractor Share</b>
	Amount to be reimbursed for this period*	Total expenses from Beginning To-Date	Documented match reported for this period**	Total reported from Beginning To-Date
Salary	0.00	0.00	0.00	0.00
Fringe	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00
Communications	0.00	0.00	0.00	0.00
Rents	0.00	0.00	0.00	0.00
Professional Fees	0.00	0.00	0.00	0.00
Other Contractual	0.00	0.00	0.00	0.00
Commodities	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00
Participant Costs	0.00	0.00	0.00	0.00
F & A	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\*A brief budget narrative must be attached to all invoices.

\*\*Documentation of match must be attached to the invoice for reimbursement to be processed.

I certify that the amount reported above accurately reflects expenditures.

\_\_\_\_\_  
Signature of Financial Official (Signature required for reimbursement)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Financial Official

Submit one signed original invoice and two copies to:  
The University of Southern Mississippi  
Sponsored Programs Administration  
118 College Drive, #5157  
Hattiesburg, MS 39406  
Attention: Rod Dillon  
[rod.dillon@usm.edu](mailto:rod.dillon@usm.edu)  
601-266-4119

## APPENDIX E

### Federal Funding Accountability and Transparency Act (FFATA) Requirements

#### Legal Name and Address of Institution/Organization (Subrecipient/Vendor)

Name (as listed in CCR): Key West, City of

Street Address: 3132 Flagler Ave.

City: Key West State: FL ZipCode + 4: 33040-0000

Congressional District: 26 DUNS No./+4\*: 0798648980000 EIN No.: 59-6000346

CCR No. \*\*: 4Y7X3 Institution Type (as listed in CCR): US Local Government

NAICS Code: 921110

\*Subrecipients on awards that are subject to FFATA reporting requirements must have and provide a DUNS number. If subrecipient does not already have a DUNS number, one may be obtained online at <http://fedgov.dnb.com/webform>. If the organization has more than one DUNS number, the applicable DUNS+4 is required.

\*\*Subrecipients on awards that are subject to FFATA reporting requirements must be registered in the Central Contractor Registry (CCR). Subrecipients must maintain an active CCR registration throughout the term of this subaward. If an organization is not already registered in the CCR, the registration process can be accomplished online at <https://www.bpn.gov/cct/default.aspx>.

In your institution's/organization's preceding fiscal year, did your institution/organization receive 80% or more of its annual gross revenue in Federal awards AND \$25,000,000 or more of its annual gross revenue from Federal awards?

Yes  No

If the answer to the above question was "Yes," does the public have access to information about the compensation of your institution's/organization's senior executives?  Yes  No (If no, please complete Section A. below.)

Performance Site Same Address as Above?  Yes  No (If no, please complete Section B. below.)

#### Section A.

(To be completed if Subrecipient institution/organization in the preceding fiscal year received 80% or more of its annual gross revenue in Federal awards AND \$25,000,000 or more of its annual gross revenue from Federal awards AND the public DOES NOT have access to information about the compensation of your institution's/organization's senior executives.)

#### Names and total compensation of your institution's/organization's top five executives.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

#### Section B.

(To be completed if the Performance Site address of the work being done by the Subrecipient/Vendor is different than the address listed under Legal Name and Address of Institution/Organization.)

#### Performance site address.

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZipCode + 4: \_\_\_\_\_

Congressional District: \_\_\_\_\_

**SOUTHERN MISS REPRESENTATIVES**

**PRINCIPAL INVESTIGATOR:** Dr. LaDon Swann, Mississippi-Alabama Sea Grant Consortium, P.O. Box 7000, Ocean Springs, MS 39566-7000. Telephone Number: (228) 818-8843, Fax: (228) 818-8841; Email: SwannDL@auburn.edu.

**ADMINISTRATIVE OFFICERS:** Dr. Gordon Cannon, Vice Provost for Research, 118 College Drive #5116, Hattiesburg, MS 39406-0001. Telephone Number: (601) 266-4119.

**CONTRACT ADMINISTRATOR:** Marcia Landen, Assistant Vice Provost, Sponsored Programs Administration, 118 College Drive #5157, Hattiesburg, MS 39406-0001. Telephone Number: (601) 266-4119; FAX: (601) 266-4312; E-mail: marcia.landen@usm.edu.

**INVOICE ACCOUNTANT:** Rod Dillon, Contracts and Grants Accountant, 118 College Drive, #5157, Hattiesburg, MS 39406-0001. Telephone Number: (601) 266-4119; FAX: (601) 266-4312; E-mail: rod.dillon@usm.edu.

**SUBRECIPIENT REPRESENTATIVES**

>>MUST INCLUDE PHYSICAL ADDRESSES<<

**PRINCIPAL INVESTIGATOR:** Alison Higgins, Sustainability Coordinator, 3140 Flagler Avenue, Key West, FL 33040. Telephone Number: (305) 809-3726; FAX: (305) 809-3978; E-mail: ahiggins@cityofkeywest-fl.gov

**ADMINISTRATIVE OFFICER:** Don Craig, Planning Director, 3140 Flagler Avenue, Key West, FL 33040. Telephone Number: (305) 809-3728; FAX: (305) 809-3978; E-mail: dcraig@cityofkeywest-fl.gov

**CONTRACT ADMINISTRATOR:** Nicole Malo, Planner II, 3140 Flagler Avenue, Key West, FL 33040. Telephone Number: (305) 809-3778; FAX: (305) 809-3978; E-mail: nmalo@cityofkeywest-fl.gov

**INVOICE CONTACT:** Carolyn Sheldon, Senior Grants Administrator, 3132 Flagler Avenue, Key West, FL 33040. Telephone Number: (305) 809-3741; FAX: (305) 809-3886; E-mail: csheldon@cityofkeywest-fl.gov

**END APPENDIX A**