

RESOLUTION NO. 14-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE EXECUTION OF THE ATTACHED "FEDERALLY FUNDED SUBGRANT AGREEMENT" CONTRACT NUMBER 14HM-6B-11-54-02-XXX (PROJECT NO: 4084-06-R) WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR PHASE I FEMA FUNDING FOR DESIGN OF THE SIMONTON STREET EMERGENCY OUTFALL PROJECT, IN THE AMOUNT OF \$12,109.00 (CITY MATCH \$100,008.00 - 89.1994% OF PROJECT COST); AMENDING THE STORMWATER BUDGET TO ACCEPT THE GRANT; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached "Federally Funded Subgrant Agreement" from the State of Florida Division of Emergency Management for Phase 1 Design of the Simonton Street Emergency Outfall Project in the amount of \$12,109.00 (City Match \$100,008.00) is hereby approved.

Section 2: That authorization is hereby granted for the City Manager to execute the Grant Agreement.

Section 3: That the Stormwater fund revenue account #402-0000-331-5001/ST1302 shall be adjusted to reflect the allocation of grant funding.

Section 4: That the City's matching funds required for this grant are budgeted in expense account 402-3802-538-6500/ST1302.

Section 5: 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 18th day of March, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on 20th day of March, 2014.

Filed with the Clerk on March 20, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</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>

ATTEST:



CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR



THE CITY OF KEY WEST

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

MEMORANDUM

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager
E. David Fernandez, Asst. City Manager – Operations

FROM: Jay Gewin, Utilities Manager

DATE: February 25, 2014

RE: Acceptance and execution of Contract No. 14HM-6B-11-54-02-xxx with the Florida Division of Emergency Management for \$12,109.00 (\$100,008.00 match) Phase I FEMA funding for the design of the Simonton Street Emergency Outfall Project. Authorizing Necessary Budget Amendments or Transfers to Accept the Funding.

ACTION STATEMENT:

This resolution will accept and authorize the execution of a grant agreement with the Florida Division of Emergency Management (FDEM) to accept a \$12,109.00 Phase I FEMA grant that requires an 89.1994% match in the amount of \$100,008.00 from the City of Key West for the design of the Simonton Street Emergency Outfall Project (Contract number 14HM-6B-11-54-02-xxx). This resolution will also authorize necessary budget amendments or transfers to accept the funding.

The last three digits of the contract number will be assigned by FDEM once the contract is executed.

BACKGROUND:

City Staff believes that the businesses of the Front Street stormwater basin would be better served during torrential rains by an emergency stormwater outfall at the Simonton Street Pump Station. This busy pedestrian and traffic corridor suffers from repeated flooding during heavy storms, with floodwaters inundating the area and overwhelming the Simonton Street Pump Station's ability to keep up with the flooding. Repeated flooding on Front Street is a public safety concern for the City and a frequent threat to local businesses.

Key to the Caribbean – Average yearly temperature 77° F.

Repeated flooding in the early half of 2013 prompted a Declaration of Emergency Procurement in Excess of \$20,000 to fund a task order for the design, permitting and bid phase services for an emergency outfall and generator for the Simonton Street Stormwater Pump Station. The City Manager's approval of CH2M Hill Task Order 4-13-STM in the amount of \$112,117 was ratified by the City Commission on June 18, 2013, Resolution 13-166.

In June 2013, City Staff was notified of Hurricane Isaac funding (FEMA-4084-DR-FL) that was available through the Monroe County Local Mitigation Strategy Working Group Ranking Subcommittee (LMSWGRS) process. At the time, Federal funding available to Monroe County was estimated to be \$134,218. The City of Key West and the City of Marathon were the only two applicants for the funding. The ranking subcommittee selected the City of Key West's project, Simonton Street Emergency Outfall, as the top-ranked project for Monroe County. Unfortunately, as the application process continued, the amount of Federal funding available was reduced to \$91,558.90.

PURPOSE AND JUSTIFICATION:

The City of Key West has been awarded \$12,109 in Federal funding for the design of the Simonton Street Emergency Outfall. The design would include a new emergency stormwater outfall and generator at the existing Simonton Street Pump Station to help the Front Street commercial corridor recover much faster from flooding during heavy rains.

The City of Key West's Stormwater fund is heavily grant-dependent. The fund has been very aggressive and successful at pursuing state and federal grants over time, and many of our improvements would not be possible without grant assistance.

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. The City Commission can accept and authorize the execution of the Phase I contract. This will allow approximately 10% of the Simonton Street Emergency Outfall design cost to be grant-funded. Without the grant funding, the City would fund 100% of the design at a cost of \$112,117.
2. The City Commission can reject the Phase I contract. With this option, no grant funding will be available for this project. The design of the Simonton Street Emergency Outfall project will not be approximately 10% funded. The surrounding properties and infrastructure will not be protected from future localized flooding.

FINANCIAL IMPACT:

The design task order amount for the Simonton Street Emergency Outfall project is \$112,117. Contract Number 14HM-6B-11-54-02-xxx Phase I provides \$12,109 in Federal funding for this task order. The remaining task order amount of \$100,008 will be funded by the City. The cost share ratio for this project is 10.8006% Federal / 89.1994% City due to the limited Hurricane Isaac funding available.

Funds will be deposited into Stormwater fund revenue account 402-0000-331-50-01 / ST1302. Project costs are budgeted in expense account 402-3802-538-65-00 / ST1302.

RECOMMENDATION:

Staff recommends that the City Commission select option 1, accepting the Phase I contract with the Florida Division of Emergency Management for the Simonton Street Emergency Outfall Project.

JG/cds

Contract Number: 14HM-1F-11-54-02-453

Project Number: 4084-06-R

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" and City of Key West, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end October 16, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATIONS OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher

Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of consultants to be paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work – Attachment A – and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal

awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/ processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts of omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

(f) Exercise any other rights or remedies which may be available under law;

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statute, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the termination portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Ms. Kathleen Marshall
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259
Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mrs. Carolyn Sheldon
Senior Grants Administrator
3140 Flagler Avenue
Key West, FL 33040
Telephone: 305-809-3741
Fax: 305-809-3739
Email: csheldon@keywestcity.com

(d) In the Event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Reimbursement

Attachment E – Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$12,109.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in the Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19)(g)2 of this certification; and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(o) All unmanufactured and manufactured articles, material and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 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, and 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

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.C. 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: CITY OF KEY WEST


By: 

Name and Title: Bogdan Vitas, Jr., City Manager

Date: 3/18/14

FEID#: 59-6000346

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: 
Miles E. Anderson, for

Name and Title: Bryan W. Koon, Director

Date: 7/17/2014

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance Number: 97.039
Amount of Federal Funding: \$12,109.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-87 Cost Principles for State and Local Governments
- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations

Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- Title 44 of the Code of Federal Regulations (CFR)
- 44 CFR Part 80 Property Acquisition and Relocation of Open Space
- 44 CFR Part 10 Environmental Considerations
- 44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities:
 - Localized Minor Drainage Improvement
 - Intermediate Stormwater Drainage System
 - Major Flood Control Drainage System
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

Statement of purpose

The purpose of this scope of work is to implement Phase I for the City of Key West, Simonton Street Emergency Outfall Drainage Project, Key West, Florida 33040 funded through the Hazard Mitigation Grant Program, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The recipient, City of Key West, shall conduct Phase I of this project which includes the preliminary engineering designs and calculations. No construction activities are approved at this time.

The project Phase I design will implement measures to construct a new emergency storm water outfall at the existing storm water pump station that would only be activated when businesses are threatened with flooding and as a public safety measures. The storm water would pass existing trash guards and vortex separating units to possible pollutants. It will allow the existing stormwater pump station to pump a far greater amount of storm-water than it usually does. The design will also include an elevated emergency generator with enclosure that would be constructed so that the facility can remain operational during power outages. When completed, the project will be designed to provide 100-year protection.

The recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes. All Phase I activities and deliverables must be complete and submitted to the Division on or before October 16, 2014.

Tasks

Task 1

The recipient shall procure the services of a qualified and Florida licensed professional(s) and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The recipient shall select the qualified, Florida licensed professional(s) in accordance with the recipient's procurement policy.

All procurement activities will contain sufficient source documentation and be in accordance with all applicable federal and state laws and regulations.

The recipient shall ensure that no selected contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

Task 2

The recipient, City of Key West shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division by the Recipient and subsequently approved by the Division and FEMA. The Division and FEMA will render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time.

Phase I consists of conducting a survey, drainage study, engineering, design and permitting associated with the modification(s) needed to upgrade Emergency Outfall at the existing stormwater pump station that would pass through existing trash guards and vortex separating units to restrict possible pollutants. The specific location of the Phase I drainage project would begin at latitude and longitude 24.561639, - 81.805358 Northern most end of Simonton Street, Simonton Beach, Key West, FL 33040.

The project will be designed to provide protection for 100-years. All Phase I work will be completed in

accordance with all applicable state, local and federal laws and regulations and documented, as appropriate. Verification of upstream and downstream impacts will be necessary for determining project eligibility.

If any work will be conducted in the water, due to the proximity to the water and potential for listed species and protected areas/sanctuaries in the project area, the recipient must contact the South Florida Water Management District (SFWMD), the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service (USFWS), and the Florida Fish and Wildlife Conservation Commission (FFWCC) for scoping assistance. Any conditions imposed by the SFWMD, USACE, UFSWS or FFWCC should be included in the final design plans, narrative and project implementation actions.

If any work will be conducted in the water, the National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service (NMFS) Endangered Species Act Section 7 Checklist must be completed in full. If a USACE permit is required, a copy of the checklist will need to be sent the USACE for coordination purposes with NOAA. The recipient must coordinate with the USACE to assure the agency receives the complete checklist.

If there is any work near wetlands, coordination with U.S Army Corps of Engineers (USACE) will be required.

Notify the public of the intent to locate the proposed action in the floodplain or/and wetland. The notice must be published at least once in a local newspaper of general circulation. The public must be given at least fifteen days to comment. The recipient must meet federal requirements of notification.

Task 3

During the course of this agreement, the recipient is required to submit requests for reimbursement. Adequate and complete source documentation is required to be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The recipient is required to submit an Affidavit signed by the recipient's project personnel or other authorized personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The recipient must maintain accurate time records. The recipient must ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation must agree with the requested billing period. All costs submitted for reimbursement must contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract documents.

Direct Expense: The recipient will pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient will ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

The Division will review all submitted requests for reimbursement for basic accuracy of information.

Further, the Division will ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division will verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, will be conducted by the Division in coordination with the recipient. Quarterly reports must be submitted by the recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

Deliverables

Deliverable 1

The recipient will provide documentation demonstrating the results of the procurement process. This will include a rationale for the method of procurement and selection of contract type, contractor selection and bid tabulation.

The recipient will provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and subcontractors will be provided to the Division by the recipient.

The recipient will provide copies of professional licenses for contractors selected to perform services. The recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

Deliverable 2

Upon completion of Task 2, the recipient will submit a final copy of the below documents and any necessary supporting documentation.

1. Two (2) sets of engineering signed/sealed final design & analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
2. Construction plans and Phase 1 bid documents;
3. Cost estimates to implement the designed project;
4. All necessary Environmental and Historic Preservation compliance documents, as applicable;
 - a. If any work is conducted in the water, a copy of the response letters from the USFWS and FFWCC regarding the scoping assistance must be provided. If no response is given, a copy of the request for assistance and shipping label is required.
 - b. If any work is conducted in the water a copy of the completed NOAA Checklist shall be provided.
 - c. If work will not be conducted in the water, a certifying statement from the engineer that work will not be conducted in the water is required.
 - d. Copy of USACE permits/authorizations issued if there is any work in the water or near wetlands.
 - e. Copy of permits/authorization or no permit required (NPR) shall be required from the South Florida Water Management District (SFWMD). Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - f. Design documents should provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
 - g. Color maps including topographical, aerial and existing vs. new location maps must be provided with the project location and staging areas clearly marked on each map. Color project maps that show the full extent of the project footprint and dept of ground disturbance must be provided.
 - h. Provide built-dates of surrounding structures.
 - i. Copy of Public Notice including a copy of the publication and affidavit. Public comments,

if any, and how they comments were addressed must be provided.

5. Any other documentation requested by the Division.

Deliverable 3

The recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The requests for reimbursement will include:

1. Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.
2. Proof of payment from the recipient to the contractor, subcontractor, and/or vendor for invoiced services.
3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The recipient's final request for reimbursement should include the final Phase I project cost. Supporting documentation must show that all contractors and subcontractors have been paid.

Project Conditions:

1. The recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
2. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Florida Division of Emergency Management (FDEM) for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3. If ground disturbing activities occur during construction, the recipient will monitor ground disturbance. In the event of an unexpected discovery involving an undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the recipient should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries and take all reasonable measures to avoid or minimize harm to the property. The recipient, or other designee, should contact the Florida Department State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the FDEM and FEMA. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources and FEMA. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
4. The recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
5. The recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
6. Any extension of the period of performance must be submitted to FEMA 60 days prior to the expiration date. Request must be in writing and submitted along with substantiation of new date, and a new schedule of work, to the Division a minimum of ten (10) working days for processing.

7. The recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarified in 44 CFR 206.191.

Financial Consequences

If the City of Key West fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the recipient's project;
4. Withhold further awards; or
5. Take other remedies that may be legally available.

This is FEMA project number **4084-06-R**, funded under HMGP-4084-DR-FL.

The project began on **June 06, 2013** (with approved Pre-Award services) and the Period of Performance (POP) for Phase I ends **October 16, 2014**.

Schedule of Work:

State Contracting Process:	6 Months
Preliminary & Final Design:	2 Months
Permitting:	2 Months
<u>Phase 1 bidding process:</u>	<u>2 Months</u>
Total Phase 1 Period of Performance:	12 Months

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Pre-Award Cost**	\$7,341.00	\$793.00	\$6,548.00
<u>Phase 1: Engineering, Design & Surveys:</u>	<u>\$104,776.00</u>	<u>\$11,316.00</u>	<u>\$93,460.00</u>
Total Phase 1 Cost:	\$112,117.00	\$12,109.00	\$100,008.00

*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

**Pre-Award cost in the amount of \$7,341.00 incurred by the subgrantee with a commencement date of June 06, 2013 is approved.

Funding Summary

Federal Share:	\$12,109.00	10.8006%
<u>Local Share:</u>	<u>\$100,008.00</u>	<u>89.1994%</u>
Total Project Cost:	\$112,117.00	(100%)

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Long-term Recovery Guidance; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. **You are reminded that no construction may occur in this phase that a full environmental review must be completed prior to funding Phase II.**

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) OMB Circulars A-21, A-87, A-110, A-122
- (5) Chapter 473, Florida Statutes
- (6) Chapter 215, Florida Statutes
- (7) Section 768.28, Florida Statutes
- (8) Chapter 119, Florida Statutes
- (9) Section 216.181(6), Florida Statutes
- (10) Cash Management Improvement Act Of 1990

- (11) American with Disabilities Act
- (12) Section 112.061, Florida Statutes
- (13) Immigration and Nationality Act
- (14) Section 286.011, Florida Statutes
- (15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (19) 28 CFR applicable to grants and cooperative Agreements
- (20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (22) Section 504 of the Rehabilitation Act of 1973, as amended
- (23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (24) 28 CFR, Part 42, Subparts C, D, E, and G
- (25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (26) 42 U.S.C. 5154a
- (27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
- For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmental/grant/sfha_conditions.shtml
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.
- If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.
- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with 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;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 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;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and 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;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**DIVISION OF EMERGENCY MANAGEMENT
REQUEST FOR REIMBURSEMENT OF
HAZARD MITIGATION GRANT PROGRAM FUNDS**

RECIPIENT NAME: City of Key West

ADDRESS: P.O. Box 1409

CITY, STATE, ZIP CODE: Key West, FL 33040

PAYMENT #: _____

CONTRACT #: 14HM-1F-11-54-02-453

FEMA TRACKING #: 4084-06-R

INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal 10.8006%	Obligated Non-Federal 89.1994%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL	\$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE
ADMINISTRATIVE COST	\$ _____	
APPROVED FOR PAYMENT	\$ _____	
		DATE _____

DIVISION OF EMERGENCY MANAGEMENT

RECIPIENT NAME: City of Key West DISASTER #: 4084

CONTRACT #: 14HM-1F-11-54-02-453 FEMA TRACKING #: 4084-06-R

31

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: City of Key West

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for the First Three Months of Contract
<u>For Example</u> ADMINISTRATIVE COSTS (Include Secondary Administration)	
<u>For Example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT City of Key West PROJECT #: 4084-06-R

PROJECT TYPE: Drainage Improvement CONTRACT#: 14HM-1F-11-54-02-453

DISASTER NUMBER: FEMA-4084-DR-FL QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): \$ _____

Provide reimbursement projections for this project:

July-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-June 20__ \$ _____
July-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-June 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspector's): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

☐ Cost Unchanged ☐ Under Budget ☐ Over Budget
Cost Status: :

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Key West
Recipient's Name

14HM-1F-11-54-02-453
DEM Contract Number

4084-06-R
FEMA Project Number

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4084-06-R **Contract #** 14HM-1F-11-54-02-453
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$12,109.00
OBLIGATION/ACTION DATE: October 16, 2013
SUBAWARD DATE (if applicable):
DUNS#*: 079864898
DUNS+4#: 0798648980000

* If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the webform (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Key West
DBA NAME (IF APPLICABLE): N/A
PRINCIPAL PLACE OF BUSINESS ADDRESS: 3132 Flagler Avenue
ADDRESS LINE 1:
ADDRESS LINE 2:
ADDRESS LINE 3:
CITY: Key West **STATE:** FL **ZIP CODE+4**:** 33040-0000

PARENT COMPANY DUNS# (IF APPLICABLE): NA
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039
DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS)

The purpose of this scope of work is to implement Phase I for the City of Key West, Simonton Street Emergency Outfall Drainage Project, Key West, Florida 33040 funded through the Hazard Mitigation Grant Program, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The recipient, City of Key West, shall conduct Phase I of this project which includes the preliminary engineering designs and calculations. No construction activities are

approved at this time.

The project Phase I design will implement measures to construct a new emergency storm water outfall at the existing storm water pump station that would only be activated when businesses are threatened with flooding and as a public safety measures. The storm water would pass existing trash guards and vortex separating units to possible pollutants. It will allow the existing stormwater pump station to pump a far greater amount of storm-water than it usually does. The design will also include an elevated emergency generator with enclosure that would be constructed so that the facility can remain operational during power outages. When completed, the project will be designed to provide 100-year protection.

The recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes. All Phase I activities and deliverables must be complete and submitted to the Division on or before October 16, 2014.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: 0 Simonton Street

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY: Key West

STATE: FL

ZIP CODE+4**: 33040-0000

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: 26

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act? Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986? Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- 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.
- 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.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Bogdan Vitas, Jr. / City Manager

DATE: 3/19/14

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
Bureau of Mitigation

CORRESPONDENCE REVIEW FORM

TRANSMITTAL DATE March 25, 2014

DUE DATE: _____

ASSIGNED TO/or AUTHOR: Veronica S. Ash

Phone # 488-3120

TOPIC: 4084-06-R, City of Key West, 14HM-1F-11-54-02-453

ROUTE IN NUMBER ORDER

#	Route To	Initials	Date

#	Route To	Initials	Date
4	Bureau of Mitigation	<i>ma</i>	4/1/2014
1	Community Program Administrator	<i>YM</i>	3/31/14
3	Finance & QC Planning Manager	<i>PL</i>	4/1/14
	Planner IV		
2	Quality Control	<i>PW</i>	3/31/14
	Project Manager		

IS THE CORRESPONDENCE YOU ARE REPLYING TO ENCLOSED? _____

Comments: Upon Completion please return to Veronica Ash, Room 330-B.

APPENDIX C-1 - Grants/Subgrants

DIVISION OF EMERGENCY MANAGEMENT Grant/Grant and Aid Subgrant Routing Sheet

DEM Contract/Grant Number: 14HM-1F-11-54-02-453 Mod #: NA Date Initiated: 3/26/14
 Project Manager/Contact Person: Kathleen Marshall/Carly Miller Phone: 850-488-3120
 Return to Grants Specialist: Veronica S. Ash - Room 330-B Phone: 850-488-3120
 Division Approval: _____ Date: _____ Date Div Director Received: _____
 Subgrantee/Funding Source: City of Key West
 Effective Dates: Upon Execution thru October 16, 2014 Amount: \$12,109.00

Type of Agreement: A) Grant _____ B) G & A Subgrant Agreement _____
 C) Loan Agreement _____ D) Other (explain) _____

Routing:
 First Review - Finance: Recommend Date Received: 4/1/14
 Date Reviewed: 4/2/14
 Fiscal Mgmt Signature: [Signature]

First Review - Legal: Recommend Date Received: _____
 Date Reviewed: 4/11/14
 Legal Signature: [Signature]

Second Review - Finance: _____ Date Received: _____
 Date Reviewed: _____
 Fiscal Mgmt Signature: _____

Second Review - Legal: _____ Date Received: 4/1
 Date Reviewed: 4/1
 Legal Signature: _____

Distribution: 1 - Division/Bureau with Original Agreement 2 - Grants with Original Agreement 3 - Fiscal Mgmt with Copy of Agreement

6165183

APPENDIX D
SUBGRANTEE AND CONTRACTUAL AGREEMENT INFORMATION SHEET

SECTION 1-GENERAL CONTRACT/GRANT INFORMATION

CONTRACT # 14HM-1F-11-54-02-453 AWARD AMOUNT: \$12,109.00
DIVISION: DEM BUREAU: BRM PROGRAM: Mitigation
SUBGRANTEE/CONTRACTOR NAME: City of Key West
FEDERAL EMPLOYER IDENTIFICATION/SOCIAL SECURITY NUMBER: #59-6000346 601
OR
FLAIR FUND IDENTIFICATION NUMBER: _____
(STATE AGENCIES ONLY)

SUBGRANTEE/CONTRACTOR CONTACT PERSON: Ms. Carolyn D. Sheldon, Senior Grants Administrator

SUBGRANTEE/CONTRACTOR REMITTANCE ADDRESS

City of Key West
P.O. Box 1409
Key West, Florida 33041

DEM CONTRACT MANAGER: Ms. Kathleen Marshall, Community Programs Administrator

BEGINNING DATE: Upon Execution ENDING DATE: October 16, 2014

MINORITY VENDOR CODE: _____ (If Applicable, choose one: H-Black, I-Hispanic, J-Asian, K-Native American, M-Woman)

SECTION 2-SUBGRANT RECIPIENT DATABASE INFORMATION

ALLOCATION OF PROGRAM ASSISTANCE BY COUNTY:

<u>COUNTY</u>	<u>COUNTY AWARD AMOUNT</u>	<u>COUNTY MATCH AMOUNT</u>
<u>City of Key West</u>	<u>\$12,109.00</u>	<u>\$100,008.00 (8%)</u>
<u>Total</u>	<u>\$12,109.00</u>	

SECTION 3-SUBGRANT/CONTRACT FINANCIAL INFORMATION

DEM GRANT #: 4700F CFDA# 97.039 CSFA# _____
ORGANIZATION LEVEL: 318005 00 000 EXPANSION OPTION: 1F
FUND: 20-2 750001 OBJECT CODE: 790000 GAA LINE ITEM: _____ CATEGORY: 105154

GRANT REPORTING REQUIREMENTS: _____ (Grant Awards Only) (MO-Monthly, QR-Quarterly, NA)

IF THIS IS A MODIFICATION:

MODIFICATION #: NA
EFFECT OF MODIFICATION: _____
AMOUNT OF INCREASE/DECREASE IN AWARD AMOUNT: _____
(Be sure to complete SECTION 2 for change in award amount)

SECTION 4-FINANCE USE ONLY (completed by Finance)

FEID#: _____ FLAIR ENCUMBRANCE #: 9,65183 INPUT BY: _____ DATE: _____

9/21/11 DEM

APPENDIX E

FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NON-STATE ORGANIZATIONS - RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

This checklist and the standard contract audit language may be obtained electronically from the Department of Financial Services' website (<https://apps.fldfs.com/fsaa>).

If a Florida Single Audit Act State Project Determination Checklist has not been previously completed, please complete it now. (Applies only to State agencies)

This checklist must be used by State agencies to evaluate the applicability of the Florida Single Audit Act (FSAA) to non-state organizations after a state program has been determined (using the Florida Single Audit Act State Project Determination Checklist) to provide state financial assistance (i.e. is a State Project as defined in 215.97 (2), F.S.). This checklist assists in determining if the non-state organization is a vendor, recipient/subrecipient, or an exempt organization.

Recipients and subrecipients of state financial assistance must also use this checklist to evaluate the applicability of the FSAA to non-state organizations to which they provide State resources to assist in carrying out a State Project.

Name of Non-state Organization: City of Key West

Type of Non-state Organization: Municipality

(i.e. nonprofit, for-profit, local government; if the non-state organization is a local government, please indicate the type of local government – municipality, county commission, constitutional officer, water management district, etc.)

Awarding Agency: Division of Emergency Management

Title of State Project: Drainage Project

Catalog of State Financial Assistance (CSFA) Number: _____

Contract/Grant/Agreement Number: 14HM-1F-11-54-02- 453

PART A

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Is the non-state organization a district school board, charter school, community college, public university, government outside of Florida, or a Federal agency?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Is the relationship with the non-state organization only to procure commodities (as defined in 287.012(5) F.S.)?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Does the relationship with the non-state organization consist of only Federal resources, State matching resources for Federal Programs or local matching resources for Federal Programs?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Does the relationship with the non-state organization consist of only State maintenance of effort (MOE) ¹ resources that meet all of the following criteria?
<input type="checkbox"/>	<input type="checkbox"/>	A. Do Federal Regulations specify the requirements for the use of the State MOE resources and are there no additional State requirements?
<input type="checkbox"/>	<input type="checkbox"/>	B. Do contracts contain sufficient language to identify the State MOE resources and the associated Federal Program?
<input type="checkbox"/>	<input type="checkbox"/>	C. Do A-133 audit requirements apply to the State MOE resources and do contracts stipulate that the State MOE resources should be tested in an A-133 audit in accordance with Federal Program requirements?

¹ MOE refers to the Federal maintenance of effort/level of effort requirements as defined by OMB Circular A-133 Compliance Requirement G (Matching, Level of Effort, Earmarking).

If **any** of 1-4 above is **yes**, the recipient/vendor relationship determination does not need to be completed because **the FSAA is not applicable to the non-state organization.**

PART B

Recipient/Vendor Relationship Determination:

The following should be analyzed for each relationship with a non-state organization where it has been determined that the state program provides state financial assistance (i.e. is a State Project) and the non-state organization is not exempt based on the questions above. This relationship may be evidenced by, but not limited to, a contract, agreement, or application.

YES NO

☐
☐
☐☐
☐
☐

1. Does State law or legislative proviso create the non-state organization to carry out this State Project?
2. Is the non-state organization required to provide matching resources not related to a Federal Program?
3. Is the non-state organization required to meet or comply with specified State Project requirements in order to receive State resources? (State Project requirements include laws, rules, or guidelines specific to the State Project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified State Project requirements do not include procurement standards, general guidelines, or general laws/rules.)
4. Is the non-state organization required to make State Project decisions, which the State agency would otherwise make? (e.g. determine eligibility, provide case management, etc.)
5. Is the non-state organization's performance measured against whether State Project objectives are met? (e.g. number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported, etc. Performance measures may or may not be related to State performance-based budgeting.)

☐
☐☐
☐

If any of the above is **yes**, there is a **recipient/subrecipient relationship** and the non-state organization is subject to the FSAA. Otherwise the non-state organization is a **vendor** and is **not** subject to the FSAA.

PART C

Based on your analysis of the response above and discussions with appropriate agency personnel, state your conclusion regarding the non-state organization.

(Check one)

Recipient/Subrecipient:

☐

Vendor:

☐

Exempt Organization:

Comments:

Print Name: Veronica S. Ash

Telephone Number: 850-488-3120

Title: Grants Specialist V

Signature:

Veronica S. Ash

Date: 3/25/14

Note it is the program personnel's responsibility to notify Finance and Accounting of which non-state organizations have been determined to be recipients and are receiving state financial assistance (i.e. disbursements must be coded as 7500 object code in FLAIR).

Note it is possible to have a contractual agreement with a non-state organization under Chapter 287, Florida Statutes, and still consider the non-state organization a recipient under the Florida Single Audit Act.

If a recipient/subrecipient relationship exists the standard contract audit language, including Exhibit 1 (DFS-A2-CL), must be included in the document that established the State's, recipient's, or subrecipient's relationship with the non-state entity.

Questions regarding the evaluation of a non-state organization or if it has been determined that the non-state organization is a recipient and a CSFA number has not been assigned, contact your FSAA State agency liaison or the Department of Financial Services, Bureau of Auditing at (850) 413-3060 or Suncom 293-3060. Reference may be made to Rule 69I-5, FAC.

DFS-A2-NS

July 2005

Rule 69I-5.006, FAC

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
Bureau of Mitigation

CORRESPONDENCE REVIEW FORM

TRANSMITTAL DATE April 11, 2014

DUE DATE: _____

ASSIGNED TO/or AUTHOR: Veronica S. Ash

Phone # 488-3120

TOPIC: 4084-06-R, City of Key West, 14HM-1F-11-54-02-453, Contract Execution

ROUTE IN NUMBER ORDER

#	Route To	Initials	Date

#	Route To	Initials	Date
2	Bureau of Mitigation	W 4/14/14	
1	Community Program Administrator	W 4/14/14	
	Finance & QC Planning Manager		
	Planner IV		
	Quality Control		
	Project Manager		

IS THE CORRESPONDENCE YOU ARE REPLYING TO ENCLOSED? _____

Comments: Upon Completion please return to Veronica Ash, Room 330-B.

RESOLUTION NO. 13-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA RATIFYING PURSUANT TO SECTION 2-797(2) THE CITY MANAGER'S APPROVAL OF TASK ORDER NO. 4-13-STM FROM CH2M HILL ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$112,117.00 FOR ENGINEERING SERVICES FOR THE DESIGN, PERMITTING AND BID PHASE FOR AN EMERGENCY OUTFALL AND GENERATOR FOR THE SIMONTON STREET STORMWATER PUMP STATION; APPROVING NECESSARY BUDGET TRANSFERS FROM STORMWATER FUND RESERVES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 12-280, the City Commission approved a contract with CH2M Hill, Inc. for General Engineering Services; and

WHEREAS, City staff recommends ratification of Task Order 4-13-STM for engineering services, as approved by the City Manager pursuant to section 2-797(2) of the code of ordinances, in order to improve stormwater collection in the Front Street/Simonton Street area as quickly as possible; and

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

Section 1: That Task Order No. 4-13-STM for CH2M Hill Engineering, Inc. for engineering services for the design,

permitting and bid phase for an emergency outfall and generator for the Simonton Street Stormwater Pump Station is hereby ratified in an amount not to exceed \$112,117.00.

Section 2: That a necessary budget transfer from stormwater fund reserves is hereby approved.

Section 3: That the City Manager is authorized to execute necessary documents upon the advice and consent of the City Attorney.

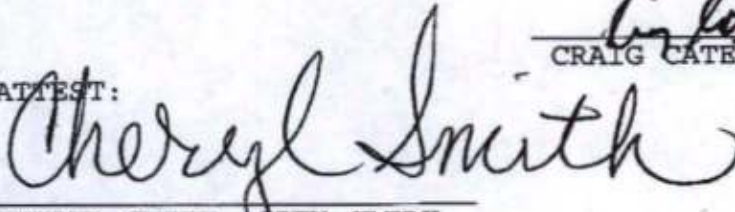
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

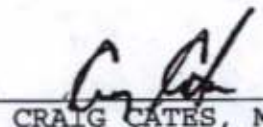
Passed and adopted by the City Commission at a meeting held this 18 day of June, 2013.

Authenticated by the presiding officer and Clerk of the Commission on June 19, 2013.

Filed with the Clerk _____, 2013.

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR

TASK ORDER 4-13 STM

ENGINEERING SERVICES FOR THE DESIGN, PERMITTING AND BID PHASE SERVICES FOR THE PROPOSED OUTFALL AT THE NORTH END OF SIMONTON STREET

This TASK ORDER 4-13 STM is issued under the terms and conditions of the AGREEMENT TO FURNISH GENERAL ENGINEERING SERVICES TO THE CITY OF KEY WEST ("AGREEMENT") between the City of Key West ("CITY") and CH2M HILL, Engineers, Inc. ("CONSULTANT") dated on November 19, 2012, which is incorporated herein by this reference.

A. SCOPE OF SERVICES

Specific services which the ENGINEER agrees to furnish are summarized on the attached statement entitled TASK ORDER NO 4-13 STM "SCOPE OF SERVICES". The "Scope of Services" defines the work effort anticipated for the Task Order.

B. TIME OF COMPLETION

Work under this Task Order will begin immediately following acceptance and completed expeditiously subject to coordination with the City of Key West staff.

C. COMPENSATION

Compensation for TASK ORDER NO 4-13 STM, Tasks A and B will be on a lump sum fee basis as stipulated in Article 5, Paragraph 5.1.1 of the AGREEMENT. Compensation for Tasks C and D and all expenses will be on a Cost Reimbursable-Per Diem basis as stipulated in Article 5, Paragraph 5.1.2 of the AGREEMENT. The estimated compensation is shown on the attached statement entitled TASK ORDER NO 4-13 STM COMPENSATION.

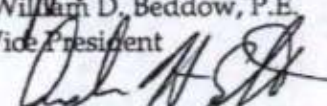
D. ACCEPTANCE

By signature, the parties each accept the provisions of this TASK ORDER NO. 4-13 STM, and authorize the CONSULTANT to proceed at the direction of the CITY's representative in accordance with Article 3, "SCOPE OF SERVICES." Start date for this project will be no later than ten (10) days after execution of this authorization.

For CH2M HILL Engineers, INC.

By: 

William D. Beddow, P.E.
Vice President


Andrew H. Smyth, P.E.
Key West Office Manager

For CITY OF KEY WEST

By: 

Bob Vitas
City Manager

Dated the 6th day of June, 2013

ATTEST: 

TASK ORDER 4-13 STM

ENGINEERING SERVICES FOR THE DESIGN, PERMITTING AND BID PHASE SERVICES FOR THE PROPOSED STORMWATER OUTFALL AT THE NORTH END OF SIMONTON STREET

SCOPE OF SERVICES

Project Description

The City of Key West (CITY) plans to design and construct a pipeline that will connect to existing pump station SWS-5, and terminate at a new stormwater outfall structure at the north end of Simonton Street in order to reduce area flooding during heavy storm events. Stormwater pump station (SWS-5) currently pumps stormwater collected from the area to deep injection wells approximately 100 feet below ground elevation. During high flows, the pump station overflows, plugging the well which then needs to be taken offline for cleaning. This project will also include a new emergency generator mounted on a raised platform above the flood elevation.

Purpose

The CITY has requested that the ENGINEER provide engineering services for the design, permitting and bid phase services for the proposed stormwater outfall, connecting piping, and emergency generator with platform at the north end of Simonton Street. This Task Order describes the ENGINEER's Scope of Services. Specific activities to be performed under this Task Order include:

- Conceptual Design and review of two (2) outfall route alternatives and a recommendation
- Proposed layout of the site with the emergency generator platform
- Detailed Design for the chosen outfall route alternative with emergency generator with platform
- Preparation of Bid Documents
- Bid Phase Services

Scope of Services

The following tasks describe the activities to be performed and the work products to be prepared by the ENGINEER.

Task A - Preliminary Design

ENGINEER will provide professional engineering services required for the planning and conceptual design of the North Simonton Street Outfall. Route A will discharge the stormwater next to an existing dock on the west side and Route B will discharge to and

existing riprap area directly north of the bathroom. Both Routes will connect to the pump station discharge header between the pump station and drainage well 05-2. The design also includes an emergency generator with platform and the following:

- Development of the basis of design for the outfall including evaluation of two (2) alternative options.
- Size the emergency generator for the stormwater pump station.
- Size the generator platform based on the generator size and electrical requirements.
- Magnitude of cost for the two alternatives.

Deliverables

Two (2) copies of a technical memorandum with an alternative recommendation

Subtask A.1 – Field Survey and Geotechnical Investigation

The ENGINEER shall retain a professional land surveyor to conduct a topographic survey of the SWS-5 site. The survey shall locate all known existing infrastructure and other physical features within the depicted survey limits, including existing above ground utilities.

Elevations will be provided in accordance with accepted standards using NGVD 1929 Datum. Horizontal coordinates shall be in U.S. Survey feet and reflect a projection of grid coordinates in the State of Florida Plane Coordinate System Transverse Mercator-West Zone, NAD 1983-1990.

An allowance of \$6,600 is included as part of this task to cover the cost of retaining a professional land surveyor.

The Engineer will also retain the services of a geotechnical subconsultant to conduct a geotechnical investigation at SWS 5 and the outfall location at the end of Simonton. The investigation will include two (2) Standard Penetration Test (SPT) (ASTM D-1586) borings up to twenty (20) feet below land surface (bls) at each location. The borings will not be terminated in very loose or deleterious material. Sieve analyses will be conducted on the two (2) soil samples collected from split spoon samples taken from the borings.

The ENGINEER and geotechnical subconsultant will prepare a geotechnical report documenting the results of the geotechnical field investigation. The report will include discussion of field procedures, boring logs, soil test data, and maps indicating the locations of all borings.

An allowance of \$4,000 is included as part of this task to cover the cost of retaining a geotechnical subconsultant.

Deliverables

The following deliverables will be provided under this Task:

- One (1) copy of full size survey

- Two (2) copies of half size survey
- One (1) electronic copy of survey
- Two (2) copies of geotechnical report

Task B –Design

This task includes activities related to the design of the new stormwater outfall and emergency generator system. This task is divided into two subtasks that would correspond to logical review milestones for the CITY.

Subtask B.1 – Detailed Design

The ENGINEER will perform the work necessary to develop the design, based on the approved outfall route and generator location. The objectives of this task are to finalize design of the chosen alternatives and to communicate the design tasks to the CITY. The ENGINEER will conduct a design review meeting with the CITY prior to the conclusion of this task.

Specific work activities in this task are identified below:

- Develop plan base sheets. Prepare preliminary layout and set preliminary elevations
- Develop the preliminary outfall route and identify conflicts and how to resolve.
- Develop location of emergency generator platform, confirm the generator and platform sizes, and provide for the electrical requirements and upgrade SCADA system.
- Layout and connection requirements for the outfall
- Identify any potential constructability issues
- Prepare budget-level cost estimate
- 40% Design Review Meeting

Deliverables

- Four (4) copies of detailed design, which includes preliminary drawings, design data, catalog cut sheets and 40% complete review documents, and an outline of the technical specifications (two (2) of these copies are for OMI).
- Four (4) copies of 40% construction cost estimate (two (2) of these copies are for OMI)
- Two (2) copies of 40% review meeting minutes

Subtask B.2 –Final Design

During this subtask, the ENGINEER will complete the technical design based on the outcome of the 40% Review. At the end of this subtask the design documents will be considered complete and ready for bidding.

Specific work activities in this task are identified below:

- Prepare legal and technical specifications, and contract documents, including bid forms, notice to bidders, general and supplemental conditions, bond forms, etc.
- Conduct 90% review meeting and incorporate review comments from CITY into the design documents, and submit final contract documents to the CITY.
- Based on the 90% documents, prepare updated final construction cost estimate.

Deliverables

- Two (2) copies of final construction cost estimate
- Two (2) copies of 90% review meeting minutes
- Four (4) copies of 90 % review documents: 11 x 17 drawings and specifications (two (2) of these copies are for OMI)
- Four (4) copies of final bid documents, including drawings and specifications (two (2) of these copies are for OMI)
- One (1) CD of the final bid documents for upload to DemandStar

Task C - Permitting

The ENGINEER will provide to the CITY documentation, permits or correspondence letters from the following State, Federal and Local agencies, as applicable.

- Florida Department of Environmental Protection (FDEP).
- Environmental Resource Permit from the South Florida Water Management District (SFWMD).
- US Army Corps of Engineers (USACE) - copy of letter submitted to the USACE or a permit, or a letter stating that a permit is not required.
- US Fish and Wildlife (USFWS) - ENGINEER will provide correspondence letter.
- Copy of Public Notice with documentation that is published as well as documentation regarding whether any comments were received in response to the Public Notice.
- ENGINEER will provide signed and sealed plans, specifications and calculations for each permit

For purposes of budgeting, it is assumed that the USACE will allow a nationwide permit to be utilized because of the limited dredge and fill area. One Request for Information from the SFWMD will be addressed. One Request for Information from FDEP will be addressed.

The project, as conceived, is assumed to be permissible. However, if any agency determines that this is not the case or makes significant changes that may alter the design; this would warrant reconsideration of the scope and budget for continuation of the project.

Deliverables

The following deliverables will be provided under this Task:

- Two (2) copies: Final permit applications with attachments for FDEP and SFWMD.
- Two (2) copies: correspondence letters, USACE, NFWS.
- Two (2) copies of Public Notice documentation.

Task D- Bid Phase Services

Bidding services are based on a Bid Period of 30 days. The ENGINEER will provide the following services to the CITY to assist in the bidding process:

- Provide copies of the contract documents and distribute such documents to the CITY.
- Coordinate with CITY to provide contract documents to DemandStar for bidding.
- All direct communications with bidders on matters related to the technical aspects of the design will be handled directly by the ENGINEER.
- Coordinate and conduct one pre-bid meeting to familiarize each bidder with the scope of work and to answer any questions that may arise.
- Issue a maximum of two (2) ADDENDA, if required
- Bids will be received, opened, and read aloud by the CITY at the designated time and location.
- Review and evaluate bids for compliance and completeness. The engineer will prepare an award letter for the CITY recommending the successful bidder.
- After award, the ENGINEER will distribute to the successful contractor five sets of contract documents for execution. The contractor will be directed to return the documents to the ENGINEER for compliance review of the bidding requirements. After the ENGINEER reviews the contract documents, these five sets of documents will be sent to the CITY for final review and signatures.
- Prepare conformed contract documents for use by CITY, ENGINEER, and Contractor during construction.

Bid services will be considered complete upon the ENGINEER's review and forwarding of the Contractors executed documents to the CITY, and submittal of conformed documents to the CITY.

Deliverables

- Two (2) copies of Pre-bid meeting minutes
- Two (2) copies of recommendation of award letter
- Five (5) copies of Contract Documents for execution
- Four (4) copies of Conformed Contract Documents (two (2) of these copies are for OMI), two (2) full size set of drawings and one (1) CD containing specifications and drawings in PDF format.

- One (1) full size set of drawings, and one (1) CD containing specifications and drawings in PDF format to awarded contractor

Assumptions

The following assumptions were used in the development of this Task Order

- The design work on this project will be completed in calendar year 2013.
- The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope.
- The CITY will install an isolation valve for each well located adjacent to the well during calendar year 2013 and will be complete before the design is completed.
- The contract documents will be prepared for a single construction contract.
- The ENGINEER's master specifications will be used as the basis for all technical sections in Divisions 1 through 49. The ENGINEER's master specifications incorporating CITY requirements will be used for General Conditions, Supplemental Conditions, and other front end documents.
- Legal, easement, or plat surveys will not be required.
- The RTU will be replaced with a TCU and connected to the existing SCADA system. The existing antenna will be relocated.
- The CITY will pay for all permit application fees.
- One response for additional information from each permitting agency is assumed.
- The contract will be awarded after the first bidding process. Re-bidding will be considered as "Additional Services".
- Any labor and expenses required to address construction claims, unforeseen subsurface considerations or additional construction time requested by the CONTRACTOR or OWNER will be considered as "Additional Services".

Obligations of the CITY

To assist meeting schedule and budget estimates contained in this proposal, the CITY will provide the following:

- Prompt review and comment on all deliverables (within 10 working days of receipt).
- Facilitate access to any required facilities
- Attendance of key personnel at meeting as requested
- Payment of all permit application fees
- The CITY will be responsible for full-time resident observation and construction management.

Additional Services

The ENGINEER will, as directed, provide additional services that are related to the project but not included within this Scope of Services. These and other services can be provided, if desired by the CITY, as an amendment to the Task Order. Work will begin for the Additional Services after receipt of a written notice to proceed from the CITY. Additional services may include, but are not limited to, the following:

- Re-bidding any, or all, portions of this project
- Services During Construction
- Additional permitting involving agencies other than the Florida Department of Environmental Protection.

Compensation

The estimated compensation for TASK ORDER NO 4-13 STM, is shown on attachment A entitled TASK ORDER NO. 4-13 STM, COMPENSATION.

Completion Dates

The estimated design schedule is showing on attachment B, TASK ORDER 4-13 STM, SCHEDULE.

ATTACHMENT A

TASK ORDER 4-13 STM, COMPENSATION

Task Order 4-13 STM

Engineering Services for the Design, Permitting and Bid Phase Services for the Proposed
Outfall at the North End of Simonton Street COMPENSATION

Task	Hours	Labor	Expenses	Total Cost
Task A - Preliminary Design	219	\$28,133	\$10,950	\$39,083
Task B - Design	254	\$31,538	\$200	\$31,738
Task C - Permitting	168	\$22,522	\$2,200	\$24,722
Task D - Bid Phase Services	122	\$15,728	\$350	\$16,574
Total	763	\$97,921	\$13,700	\$112,117

COMPENSATION BREAKDOWN					
Task Order 4-13 Proposed Outfall/Simonton Street					
TASK NO.	TASK DESCRIPTION	HOURLY RATE	TOTAL HOURS	LABOR EXPENSES	TOTAL COST
A Preliminary Design					
	Principal Project Manager	\$ 182.00	5	\$910	\$910
	Sr. Technologist/Sr. Project Manager	\$ 167.00	23	\$3,841	\$3,841
	Project Manager, Engineering Specialist	\$ 154.00	40	\$6,160	\$6,160
	Project Engineer	\$ 132.00	73	\$9,636	\$9,636
	Technician 5	\$ 111.00	38	\$4,218	\$4,218
	Technician 4	\$ 99.00	24	\$2,376	\$2,376
	Specification Processor	\$ 87.00	0	\$0	\$0
	Clerical	\$ 62.00	16	\$992	\$992
	Surveying			\$6,600	\$6,600
	Geotech			\$4,000	\$4,000
	PRINTING/REPROGRAPHICS/PHONE			\$350	\$350
Preliminary Design Total			219	\$28,133	\$39,083
B Design					
	Principal Project Manager	\$ 182.00	4	\$728	\$728
	Sr. Technologist/Sr. Project Manager	\$ 167.00	24	\$4,008	\$4,008
	Project Manager, Engineering Specialist	\$ 154.00	44	\$6,776	\$6,776
	Project Engineer	\$ 132.00	56	\$7,392	\$7,392
	Technician 5	\$ 111.00	64	\$7,104	\$7,104
	Technician 4	\$ 99.00	28	\$2,772	\$2,772
	Specification Processor	\$ 87.00	26	\$2,262	\$2,262
	Clerical	\$ 62.00	8	\$496	\$496
	PRINTING/REPROGRAPHICS/PHONE			\$200	\$200
Design SUBTOTAL			254	\$31,538	\$31,738
C Permitting					
	Principal Project Manager	\$ 182.00	14	\$2,548	\$2,548
	Sr. Technologist/Sr. Project Manager	\$ 167.00	28	\$4,676	\$4,676
	Project Manager, Engineering Specialist	\$ 154.00	32	\$4,928	\$4,928
	Project Engineer	\$ 132.00	48	\$6,336	\$6,336
	Technician 5	\$ 111.00	6	\$666	\$666
	Technician 4	\$ 99.00	24	\$2,376	\$2,376
	Clerical	\$ 62.00	16	\$992	\$992
	TRAVEL			\$2,000	\$2,000
	PRINTING/REPROGRAPHICS/PHONE			\$200	\$200
Permitting Subtotal			168	\$22,522	\$24,722
D Bid Phase Services					
	Principal Project Manager	\$ 182.00	16	\$2,912	\$2,912
	Sr. Technologist/Sr. Project Manager	\$ 167.00	8	\$1,336	\$1,336
	Project Manager, Engineering Specialist	\$ 154.00	38	\$5,852	\$5,852
	Project Engineer	\$ 132.00	16	\$2,112	\$2,112
	Technician 5	\$ 111.00	12	\$1,332	\$1,332
	Technician 4	\$ 99.00	8	\$792	\$792
	Specification Processor	\$ 87.00	16	\$1,392	\$1,392
	Clerical	\$ 62.00	8	\$496	\$496
	PRINTING/REPROGRAPHICS/PHONE			\$350	\$350
Bid Phase Services SUBTOTAL			122	\$15,728	\$16,574
PROJECT TOTALS					
TOTAL HOURS			763		
TOTAL FEE ESTIMATE				\$97,921	\$112,117

ATTACHMENT B

TASK ORDER 4-13 STM, SCHEDULE

TASK ORDER 04-13 SWR PROJECT SCHEDULE

Engineering Services for Design, Permitting and Bid Phase Services for Simonton Emergency Outfall

Task Order approval by City XXX X, 2013

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