

RESOLUTION NO. 15-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "AGREEMENT" BETWEEN ENTERPRISE FLORIDA, INC. (EFI) FOR THE FLORIDA DEFENSE SUPPORT TASK FORCE (FDSTF) AND THE CITY OF KEY WEST FOR FUNDING TO ENHANCE ACCESS TO U.S. NAVY FACILITIES VIA TRUMAN WATERFRONT PARK IN AN AMOUNT NOT TO EXCEED \$100,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the FDSTF was established pursuant to F.S. 288.987, in part to help preserve, protect and enhance Florida's military installations, and to improve the state's military-friendly environment; and

WHEREAS, funds allocated through the attached Agreement will be used to improve access to Navy property through the Truman Waterfront Park, and to develop an Entry Control Point for the Navy Outer Mole Pier; and

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

Section 1: That the attached "Agreement" between EFI for FDSTF and the City of Key West is hereby approved in an amount not to exceed \$100,000.00 to enhance access to U.S. Navy Facilities via Truman Waterfront Park.

Section 2: That the City Manager is hereby authorized to execute the attached "Agreement" on behalf of the City of Key West.

Section 3: 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 February, 2015.

Authenticated by the Presiding Officer and Clerk of the Commission on 19 day of February, 2015.

Filed with the Clerk on February 19, 2015.

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>Absent</u>
Commissioner Tony Yaniz	<u>Yes</u>


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

MEMORANDUM

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
Sarah Spurlock, Assistant City Manager
Greg Veliz, Assistant City Manager

CC: James Bouquet, City Engineer

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: December 31, 2014

RE: **Approval and authorization to execute the attached Florida Defense Support Task Force Agreement between Enterprise Florida, Inc. and City of Key West in an amount not to exceed \$100,000.00 to enhance access to U.S. Navy Facilities via Truman Waterfront Park. Authorize necessary budget amendments and transfers to accept the funding.**

ACTION STATEMENT:

This resolution will approve and authorize the execution of the attached Florida Defense Support Task Force (FDSTF) Agreement between Enterprise Florida, Inc. (EFI) and City of Key West in an amount not to exceed \$100,000.00 to enhance access to Naval Air Station Key West (NASKW) facilities via the Truman Waterfront Park. The agreement will remain in effect for 24 months (start and end dates to be determined by EFI). Necessary budget amendment and transfers to accept the funding will be authorized.

BACKGROUND:

The FDSTF was established in 2011 under Florida Statute 288.987 with the mission to make recommendations to preserve, protect and enhance Florida's military installations, support the state's position in research and development related to or arising out of military missions and contracting, and to improve the state's military friendly environment for service members, military dependents, military retirees, and business that bring military and base-related jobs to the state. The proposed project, *NASKW Enhanced Road Access via Truman Waterfront Park*, addresses the FDSTF mission and addresses U.S. Navy requests associated with redevelopment of former Truman Naval Base. The project consists of providing unfettered access to U.S. Navy facilities with six roadway elements (Eaton Street Access, Angela Street Access, NASKW Truman

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

Annex Access, Building 103 Roundabout, Southard Street Access Roundabout and the Boat Ramp) and development of a joint use security Entry Control Point (ECP) for the Navy Outer Mole Pier.

The total grant approved estimated project cost is \$738,000.00 (\$100,000.00 State / \$638,000.00 City) for the six roadway elements.

PURPOSE AND JUSTIFICATION:

FDSTF funding will assist in the construction of six roadway elements within the Truman Waterfront Park to provide unfettered access to U.S. Navy facilities as requested by the U.S. Navy. Another objective of the grant is to support development of a joint use ECP for the Navy Outer Mole Pier which involves the transfer of less than a half of an acre of State of Florida property to the Navy. These improvements are consistent with the FDSTF mission to preserve and protect military installations and addresses the FDSTF Strategic Plan goal of improving the outreach effort regarding Naval Air Station Key West's important security role and unique capabilities. These improvements meet FDSTF Strategic Plan needs with actions that have sustainable impacts on Florida's military installations, including transportation access.

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. The City Commission can approve and authorize the execution of the attached Florida Defense Support Task Force Agreement between Enterprise Florida, Inc. and the City of Key West. This will allow the City to receive an amount not to exceed \$100,000.00 in grant funding to assist in the construction of six roadway elements associated with the Truman Waterfront Park and development of a joint use Entry Control Point for the Navy Outer Mole Pier.
2. The City Commission can reject the Florida Defense Support Task Force agreement with Enterprise Florida, Inc. With this option, the City would forgo up to \$100,000.00 in FDSTF funding for transportation access improvements at the Truman Waterfront Park.

FINANCIAL IMPACT:

With the approval of the FDSTF Agreement, the City would receive up to \$100,000.00 for NASKW transportation access improvements at the Truman Waterfront Park. Revenue in an amount up to \$100,000.00 would be deposited into the Infrastructure Surtax Fund 101 account 101-0000-334.90-00 / TR1502. Project costs associated with this grant would be budgeted in 101-4303-543.63-00 using funds budgeted in GR0703 / 101-4303-543.63-00, requiring a budget amendment to allow for a new project code, TR1502, to be utilized.

RECOMMENDATION:

Staff recommends that the City Commission select Option 1, approving the attached Florida Defense Support Task Force Agreement with Enterprise Florida, Inc. to receive an amount not to exceed \$100,000.00 for U.S. Navy-related transportation access improvements at the Truman Waterfront Park.

APR 02 2015

CITY MANAGER
OFFICE

DTF 15- //

AGREEMENT

THIS AGREEMENT is entered into this 16th day of March 2015, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation (hereinafter referred to as "EFI") for the FLORIDA DEFENSE SUPPORT TASK FORCE, an entity defined in Florida Statutes sec. 288.987 (hereinafter referred to as "FDSTF") and CITY OF KEY WEST (hereinafter referred to as "Grantee").

WHEREAS, EFI, the economic development organization for the State of Florida uses public and private expertise to increase private investment in Florida; advance international and domestic trade opportunities; **market the state for new investment revitalize Florida's space and aerospace industries, and** promote emerging complementary industries; promote opportunities of minority-owned businesses; assist and market professional and amateur sport teams and sporting events in Florida; and, enhance economic opportunities in this state's rural and urban communities, and

WHEREAS, the State of Florida recognizes the value of federal military bases and the military community in Florida and wishes to maintain their presence in Florida, and

WHEREAS, the Department of Economic Opportunity, through its Executive Director, who, as directed by F.S. 288.987, has delegated the ex officio, non-voting executive director responsibility to EFI; and the Division of Strategic Business Development has assigned the funds and responsibility of managing the FDSTF to EFI in conjunction with its other Military and Defense programs, and

WHEREAS, The State of Florida has determined its best interest is to support retention of Department of Defense investments through unique Defense related initiatives by community and business organizations, and

WHEREAS, the FDSTF has reviewed the application and selected the Grantee for this initiative as shown in the Award Announcement (Exhibit E), and

WHEREAS, the Grantee acknowledges that this is a performance based contract and represents that it possesses the requisite skills, knowledge, qualifications and other specific skills that will meet the purposes of this program, and

WHEREAS, the Grantee acknowledges this Agreement will be executed, if possible, within sixty (60) days of receiving the contract for review and execution.

WHEREAS, the parties desire to enter into a Grantee Agreement setting forth the terms and conditions in which the services are to be provided.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PARTIES

The parties and their respective addresses for purposes of this Agreement are as follows:

EFI for FDSTF:

Camila Hornung
Grants Coordinator, Florida Defense Support Task Force
Enterprise Florida, Inc.
101 North Monroe Street
Suite 1000
Tallahassee, Florida 32301
Phone: (850) 878-4578/Fax: (850) 878-6659
Email: chornung@enterprise florida.com

Grantee:

City of Key West
3104 Flagler Avenue
Key West, FL 33040
Phone: (305) 809-3888
Email: jscholl@keywestcity.com

2. AGREEMENT MANAGERS

The parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. The EFI Agreement Manager is: Camila Hornung, Grants Coordinator, who may be reached at (850) 878-4578. The Grantee Agreement Manager is: James Scholl who may be reached at (305) 809-3888. Each Party may change their designated Agreement Manager at any time by written notice to the other party.

3. TERM

The term of this Agreement shall commence on March 16th, 2015 and shall remain in effect for 24 months until March 15th, 2017 or unless earlier terminated as provided herein. Any extensions shall be at the sole discretion of FDSTF. Any extension shall be in writing and authorized by amendment to this Agreement.

4. GRANT FUNDS

EFI shall pay to the Grantee from an amount equal to One-Hundred-Thousand dollars (\$100,000) or the amount actually expended by the Grantee on the Project, whichever amount is less (the "Funds"). In consideration of such grant, Grantee agrees as follows:

- a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 5, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in Exhibit C, the Grantee shall not use the Funds for any of the following expenses:
 - (1) Salaries of Grantee's employees or staff
 - (2) Alcohol
 - (3) Travel or incidental costs
 - (4) Lobbying the Legislature, the Courts, or any state agency of the State of Florida
 - (5) Administration of the Project in excess of 10% of the grant award
 - (6) Any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay
 - (7) Contract audit costs
 - (8) Project operating **costs incurred before both Parties have executed this Agreement.**
- b. Any Funds not expended on the Project will be forfeited to the State of Florida.
- c. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

5. SCOPE OF WORK

The purpose of this grant is: "NASKW Enhanced Road Access via Truman Waterfront Park".

The Scope of Work is defined by Exhibit B, Budget and Financial Report and Exhibit C, Plan of Action, and is hereby incorporated into this agreement.

6. AMENDMENT AND MODIFICATION

This Agreement may not be altered, modified, amended, or changed in any manner, except by written agreement signed by both Parties. Any such change shall be effective on the date of delivery or such later date as the Parties may agree therein.

Modification of this Agreement or any notices permitted or required under this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

7. REPORTS.

Reports must be reviewed and approved by the EFI Contract Manager before payments are made. Until completion of the Scope of Work,

- a. Grantee will report at least quarterly on the progress and budget expenditures. If no progress was made within the quarter, the quarterly report will state that.
- b. Reports may be made more frequently than once a quarter upon completion of milestones or other contracted deliverables.
- c. A report on the use of Minority and Service-Disabled Veteran Business Enterprises as described in paragraph 15 shall be included in each report.
- d. Reports can be submitted electronically in accordance with the schedule in the table below.

Quarter	For Activity in Months of:	Qtrly Status Report due by:
Q 1	July, Aug, Sept.	October 10
Q 2	Oct, Nov, Dec	January 10
Q 3	Jan, Feb, March	April 10
Q 4	April, May, June	July 10

8. FINAL PROJECT REPORT

The Grantee shall submit a Final Project Report as part of their last quarterly report. **Final disbursement shall be made only after EFI has approved the Final Project Report** (See Paragraph 10) which shall include the following information:

- (a) Certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- (b) Certification that the Project meets state and local construction standards, as applicable;
- (c) The total amount of Funds received from EFI pursuant to this Agreement;
- (d) The total amount of funding received from other sources in relation to this Project;
- (e) The total amount of Project expenditures;
- (f) Explanation of any material changes in circumstances that may affect the outcome potential of the Project; and,
- (g) The date of audit report per Exhibit D.

9. PAYMENTS

EFI may pay a Grantee an initial disbursement of up to 25% of the grant amount within the first 90 days of the grant upon request and provision of the initial deliverables consisting of the Scope of Work (Exhibit B and C).

Thereafter, payments will be made to Grantee upon receipt and approval by EFI of: (1) an original invoice; (2) an updated budget of expenditures with receipts, as described in Exhibit B; (3) a report on the scope of work as described in Exhibit C; (4) any additional documents required by this Agreement, or reasonably required by EFI's Agreement Manager.

10. FINAL PAYMENT

Notwithstanding anything herein to the contrary, EFI shall hold for release a final payment of Five Thousand dollars (\$5,000) or Ten percent (10%), whichever is less, upon EFI's receipt and acceptance of the Final Project Report required by paragraph 8. **The acceptance of final payment, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of FDSTF and EFI by the Grantee from any and all claims, demands, and courses of action whatsoever.**

11. AVAILABILITY OF FUNDS

EFI's obligations under this Agreement are contingent upon the continued availability to FDSTF of legislatively appropriated funds in the amount known to FDSTF at the time this Agreement is executed, which amount may be used in support of this Agreement. The determination whether funds are available for the purposes of this Paragraph shall be made by FDSTF in its absolute discretion. EFI will provide written notice to Grantee within 30 days of its awareness of a funding shortfall.

12. FINAL AUDIT REPORT

Grantee shall inform the Agreement Manager within 45 days of project completion of the type of audit that will be delivered at the end of the agreement. Either: (1) Within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "Final Audit Report"); or (2) If the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (in any event, within 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement

Failure to timely satisfy the Final Audit Report requirement may result in Grantee being deemed ineligible for future grant consideration.

13. FLORIDA SINGLE AUDIT ACT

The Grantee acknowledges that, by entering this Agreement, it is a "sub-recipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the Executive Office of the Governor of the State of Florida, the Comptroller of the State of Florida, and the Auditor General of the State of Florida related thereto. For that reason:

- a) the Grantee shall allow EFI, the DEO, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;
- b) the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and

- c) the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this Agreement.
- d) Grantee is subject to the requirements under Catalog of State Financial Assistance (CFSA) number 40.014 Florida Defense Support Task Force CSFA number. For information regarding the Florida Single Audit Act, including the CSFA, Grantee should access <https://apps.fldfs.com/fsaa>.

14. STRICT COMPLIANCE

The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

15. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES

- a. **Grantee is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors or sub-vendors under this Agreement.** The directory of Certified Vendor Directory can be accessed from the website of the Department of Management Services, Office of Supplier Diversity located at:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd.

- b. Grantee shall report on a quarterly basis its expenditures with minority and service-disabled veteran businesses. The report shall contain the names and addresses of the minority and service-disabled veteran businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. **If no expenditures were made to minority and service-disabled veteran businesses, Grantee shall submit a statement to this effect**

16. INDEPENDENT CONTRACTOR

- a. The Grantee is acting as an independent contractor **and not as EFI's or FDSTF's employee** in the performance of this Agreement. The Grantee acknowledges that neither EFI nor FDSTF is responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.
- b. The Grantee has no authority to, and shall not, pledge the credit of EFI, FDSTF, the DEO, or the State of Florida, or purport to make EFI, FDSTF, the DEO, or the State of Florida a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness.

17. SUBCONTRACTORS

Any and all contracts that Grantee executes with a person or organization under which such person or organization agrees to perform business assistance services on behalf of Grantee, shall include provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to paragraphs 11, 12 and Exhibit D when applicable), report on the use of minority and service disabled-veteran businesses, as described in paragraph 15.

Any and all contracts that Grantee executes with a person or organization shall include provisions whereby Grantee and the sub-contractors agree to abide by all local, state and federal laws.

Grantee shall responsibly and prudently manage all funds received and ensure that the use of such funds is in accordance with all applicable laws, bylaws or contractual requirements.

18. LIABILITY

EFI and the FDSTF shall not assume any liability for the acts, omissions to act, or negligence of Grantee, its agents, servants or employees. In all instances, Grantee shall be responsible for any injury or property damage resulting from any activities conducted by Grantee.

19. INDEMNIFICATION

The parties are subdivisions as defined in section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. 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 manner arising out of this Agreement or any other contract.

20. COORDINATION

When reasonable, the Grantee shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in Florida.

21. SECURITY INTERESTS

To the extent required by Section 287.05805, Florida Statutes, if any part of the Funds shall be used for the purchase or improvement of real property, the Grantee shall grant to the State of Florida a security interest in the property at least equal to the amount of the Funds, such security interest to continue at least five (5) years from the date of purchase or completion of the improvement. No separate instrument shall be required in order for the Grantee to grant such security interest to the State of Florida.

22. PROMOTIONAL MATERIALS

Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to FDSTF and EFI after review and approval by EFI.

23. FAILURE OF SATISFACTORY PERFORMANCE

EFI's obligation to pay the Funds to Grantee hereunder is contingent upon FDSTF's receipt when due and approval of all Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by FDSTF in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by FDSTF, without warning or notice.

24. TERMINATION

This Agreement may be terminated without cause by Grantee with 30 days' notice in writing to the Chairman of the FDSTF. This Agreement may be terminated by FDSTF/EFI at any time, with or without cause, in a written notice provided by EFI to Grantee. In the event this Agreement is terminated prior to the expiration of the term, EFI shall pay the Grantee for work completed and any obligations and expenses incurred by the Grantee that could not reasonably be canceled.

25. WAIVER.

No failure or delay on the part of FDSTF in exercising any power or right under this Agreement and no course of dealing or course of performance between FDSTF and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

26. COMPLETE AGREEMENT.

This Agreement, with all exhibits hereto, **including the attached "Enterprise Florida Contract Terms and Agreements"**, constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

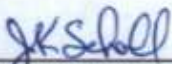
27. COUNTERPARTS

This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed signatures shall be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

CITY OF KEY WEST
("GRANTEE")

ENTERPRISE FLORIDA, INC.
("EFI")



Captain James Scholl, Ret.
City Manager

2-18-15

Date



Gray Swoope
President and CEO

Or Designee
3/16/15

Date

Enterprise Florida Contract Terms & Agreements 2014-15

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties.
2. A termination for cause may occur due to (i) Grantee's willful misconduct or gross negligence; or (ii) Grantee's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables.
3. In the event of termination for cause, EFI's sole obligation and liability to Grantee, if any, shall be to pay Grantee that portion of the expenses incurred prior to the effective date of termination.
4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Grantee from any and all claims, demands, and courses of action whatsoever which Grantee may have against EFI.
5. Grantee shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Grantee does not discriminate against any person who performs work hereunder because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any violation of any of the foregoing laws.
6. To the extent required by Florida Statutes §287.134(3)(a) and EFI's contract with the Governor's Department of Economic Opportunity (DEO) Contractor acknowledges notice of the requirements of Florida Statutes §287.134(2)(b). To Grantee's knowledge, it has not been placed on the discriminatory vendor list described by Florida Statutes §287.134.
7. To the extent required by the Florida Statutes 287.134(3)(a), the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a), the Grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.
8. Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Grantee for a minimum period of seven (7) years after termination of this Contract. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by DEO and copies of the records shall be delivered to DEO upon request.
9. Pursuant to its contract with DEO, EFI's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. Within 30 days of its awareness of such, EFI will notify Contractor if there will be a shortfall in funding which will impact payment of this contract.
10. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.
11. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.
12. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.
13. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.
14. Grantee shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.
15. Pursuant to its contract with the Governor's Department of Economic Opportunity (DEO); and Section 287.058(1)(c), F.S. and subject to the provisions of Chapter 119 (F.S.) the Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article 1 of the State Constitution and subsection 119.07(1), F.S. It is expressly understood that EFI for the FDSTF may unilaterally cancel this Agreement for the Grantees refusal to comply with this provision.
16. Pursuant to its contract with DEO, EFI requires Grantee to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.
17. EFI shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by Grantee or any contractor or subcontractor cause for termination of this Agreement.

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires the DEPARTMENT contracts in excess of nominal value to expressly require Grantees to:

- 1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,
 - 2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/oc_1185221678150.shtm

- c. If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement

18. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI.

EXHIBITS

Attached to and made part of this Agreement are the following Exhibits; each of which is incorporated into and is an integral part of this Agreement.

- A. Exhibit A – Application
- B. Exhibit B – Budget and Financial Report
- C. Exhibit C – Plan of Action
- D. Exhibit D – Audit Requirements
- E. Exhibit E – Award Announcement
- F. Exhibit F – Compliance Certification Form

Exhibit A

Attachment A: FDSTF Project Application

All applications must contain the project information in the format below:

1. **Project Title** NASKW Enhanced Road Access via Truman Waterfront Park

2. **Applicant**

Organization name: City of Key West

Name of Primary Contact: Captain James Scholl, Ret.

Title: City Manager

Address: 3132 Flagler Avenue

City: Key West

State: FL

Zip: 33040

Telephone: (305) 809-3888

Fax:

Email:

Website: www.keywestcity.com

jscholl@keywestcity.com

3. **Project Criteria (check all that apply)**

☒ The mission of the FDSTF as described in F.S. 288.987.

☒ FDSTF goals as stated in the FDSTF Strategic Plan, dated 7/19/13.

☐ Clearly defined, measurable outcome.

4. **Summary of Project** See Attachment A1

Must include the following:

a. Project description

b. Objectives

c. Deliverables

d. Direct correlation to FDSTF criteria and expected benefit to the state (ROI)

e. Performance measures

f. Budget and Financial Reporting form (Attachment B)

g. Plan of Action form (Attachment C)

5. **Funding requested from the Florida Defense Support Task Force**

Total request: \$344,000.00 **Awarded: \$100,000**

6. **Project relation to other local/state/federal budgets**

Circle one: related / not related If "related," explain how

7. **Amounts of other leveraged funding/ contributions**

Federal _____ State _____

Local **\$394,000.00** Private _____

Other _____

8. **Estimated length of project**

Start date 09/15

End date 2/17

(18 months construction)

ATTACHMENT A-1 FDSTF PROJECT APPLICATION

4. SUMMARY OF PROJECT

a. Project Description

Development of, and access through, the proposed City of Key West's 28.2 acre Truman Waterfront Park complex requires the construction of an internal Vehicle Roadway System as shown in the attached Figure. The design includes approximately 97,200 square feet of paved roadway surface and construction of a Security Entry Point to the Navy Outer Mole Pier. Of this total, approximately 45,300 square feet of roadway is being designed and will be constructed to accommodate Naval Air Station Key West (NASKW) vehicle and equipment requirements. The Vehicle Roadway System shown on the attached Figure must be constructed during the first project phase (Phase I) to provide "unfettered" access to the U.S. Navy facilities. The six (6) Roadway Elements, which are requirements of the Commanding Officer of Naval Air Station Key West (NASKW) and associated pavement surface areas are as follows:

-Eaton Street Access:	13,250 square feet
-Angela Street Access:	6,250 square feet
-NASKW Truman Annex Access:	10,000 square feet
-Building 103 Roundabout:	4,300 square feet
-Southard Access Roundabout:	8,000 square feet
-Boat Ramp:	3,500 square feet

These Navy Access Roadway Elements are outlined in yellow on the Figure.

Note: A critical enabling element is the transfer of a small (less than half an acre) parcel from the State of Florida to the U.S. Navy to allow proper placement of the Mole Pier Entry Control Point (ECP).

The 28.2 acres of waterfront land transferred to the City of Key West by the U.S. Navy in 2002 was conveyed as an economic development conveyance under the Base Realignment and Closure Act (BRAC) 1995. The transfer was contingent upon the City agreeing to restrictions and specific requirements for access to and from Naval Air Station Key West (NASKW) facilities abutting the proposed park. Much of the site is currently vacant following demolition of multiple structures formerly used by the U.S. Navy. Remaining structures include Building 103 and the former Navy galley. The galley will be demolished to provide space for a multi-purpose field, while Building 103 is proposed for restoration and reuse as restaurants, shops and a possible museum. Phase I construction costs, including the roadway network, parking, sidewalks, utilities, landscaping, community center, horse stables and multi-purpose field are estimated at upwards of \$23,000,000. Other structures,

including an amphitheater, along with green space multifunctional and athletic field areas and the Building 103 renovation are scheduled for future phases. The estimated total cost of the Vehicle Roadway System (pavement and subbase soil materials) is \$738,000. The City is requesting a grant from the Florida Defense Support Task Force (FDSTF) in the amount of \$344,000, which represents 47% of the total roadway construction cost.

The estimated total cost of all Phases of the development of Truman Waterfront Park is \$40 million.

A letter dated June 6, 2013 from Captain P.A. Lefere, Commanding Officer NASKW stated U.S. Navy requests for redevelopment of former Truman Naval Base, the site of the City of Key West's proposed Truman Waterfront Park included:

"Navy vehicles, personnel, trailered vehicles, etc., must have unfettered access (particularly during special events) from Southard Street to the Mole Pier. The turning radius of the proposed roundabouts must accept vehicles including 14 ft. by 60 ft. mobile home type rigs, as well as an extended cab tractor pulling a 17ft. wide load on a standard tractor trailer wide load type configuration on all streets connecting the Navy's Port Operations facilities to Eaton Street, Southard Street, Angela Street, and Petronia Street. Adequate boat ramp access for large vessels and trailers needs to be addressed. A permanent road connecting Southard Street to Eaton Street is required. A standard operating agreement between the Navy and the City needs to be established to delineate coordination and planning solutions to move military vehicles and equipment through the park complex during urgent or special events."

The proposed grant request to the FDSTF materially addresses the U.S. Navy's specific requests to **"preserve, protect, and enhance one of Florida's military installations, NASKW"**.

b. Objectives

Two Objectives as follows:

1. The City of Key West will construct, to the Commanding Officer of NASKW standards, six (6) Roadway Elements within the proposed Truman Waterfront Park Vehicle Roadway System by February 2017.
2. Realign Navy, State, and City boundaries to facilitate proper location and construction of a joint use security entry control building for the Mole Pier.

c. Deliverables

Two Deliverables as follows:

1. Six (6) Roadway Elements of the Truman Waterfront Park Vehicle Roadway System as follows:

- Eaton Street Access
- Angela Street Access
- NASKW Truman Annex Access
- Building 103 Roundabout
- Southard Access Roundabout
- Boat Ramp

2. Transfer of less than half of an acre of State of Florida property to the Navy for a joint use Entry Control Point (ECP). The City will enjoy joint use with the Navy during cruise ship port calls to the Navy Mole Pier (see Attached Survey for parcel requested). Note that this property was conveyed through a Federal Department of Interior sponsored conveyance to the State of Florida under BRAC 1995.

The Truman Waterfront Park Vehicle Roadway System will be constructed during Phase I of the project and will include the six (6) Roadway Elements required by the U.S. Navy. The estimated start date for Phase I construction is September 2015 and the completion is expected within 18 months later in February 2017.

d. Direct correlation to FDSTF and expected benefit to the State

The U.S. Navy through former Commanding Officer Captain P.A. Lefere officially requested these Navy Access Roadway Elements be constructed by the City of Key West to provide access to and from Naval Air Station Key West (NASKW) facilities abutting the proposed Truman Waterfront Park. The Navy has requested that these Roadway Elements be included in the Truman Waterfront Park Master Plan.

These improvements funded by the proposed grant from FDSTF are directly in concert with the FDSTF Mission definition of *"to make recommendations to preserve and protect military installations"*. In addition, on Page 5 of the FDSTF Strategic Plan 2012-2015, dated July 19, 2013 it states: *"Naval Air Station Key West-Improve the outreach effort regarding Naval Air Station Key West's important security role and unique capabilities."* Furthermore on Page 8 of the Strategic Plan under Long Term Strategic Goals it states; *"Continue...Actions have sustainable impacts on Florida's military installations and missions including: Transportation Access! Our proposed Project directly targets these identified needs as outlined in the FDSTF Strategic Plan"*.

Consistent with the requirements of Florida Statue 288.987 establishing the FDSTF, this grant to support construction of the six access Roadway Elements will *"improve the state's military-friendly environment for service members, military dependent, military retirees and businesses that bring military and base related jobs to the state"*.

The Truman Waterfront Park will provide a huge new recreational amenity adjacent to NASKW Truman Annex and Outer Mole facilities, serving active duty and retired service members and their families.

The facility will be open and available to the military and the general public year around, all 365 days of the year. We estimate in excess of 50,000 residents and tourists will attend festivals, concerts, special events, charity fun runs and activities at the fully developed park. According to the Monroe County Tourist Development Council, a study conducted in 2008 indicated that 270,015 visitors out of 3 million attend cultural events (fairs, concerts, plays) during their stay in Key West. We believe the Truman Waterfront Park and its new facilities including the amphitheater will increase that number by 20%, resulting in an additional 50,000 tourists to the City of Key West. Once completed in 2017, the park is expected to provide a significant economic stimulus to the surrounding area and the City as a whole.

e. Performance measures

Development of the park is contingent upon timely completion of facility infrastructure, including road construction. As a performance measure, the City is committed to completing the project on time (February 2017) and within the budget requested in the grant. As an additional performance measure, City agreements with the Navy require funding and construction of these access elements.

The project is funded through multiple City of Key West sources, including the infrastructure surtax funds. Adequate funds will be available to address cost overruns (if any). The City commits to work in close cooperation with the Commanding Officer of NASKW so that the six (6) Navy Access Roadway Elements will be constructed to the standards required by the Navy as stipulated in their Letter of June 6, 2013. Also, the City's new park will integrate access for the thousands of annual visitors to Fort Zachary Taylor.

f. Budget and Financial Form

Please see Attachment B.

g. Plan of Action Form

Please see Attachment C.

Project Sponsor

The Sponsor for our grant application is FDSTF Board Member Major General Joseph J. Taluto, USA Ret.

Quote for Press Release Announcing Grant Award

The City of Key West and NASKW have been collaborating partners on the

repurposing of the former Truman Annex Naval Base since the property was deeded from the U.S. Navy to the City in December 2002. The FDSTF grant provides an excellent opportunity to further enhance our mutual interests for the security of the base, the enjoyment of the service members and their dependants, and the wellbeing of the general citizenry of the City of Key West.

Exhibit B

Attachment B: Budget and Financial Report Form

FY 2014-2015 Florida Defense Support Task Force Grant Funding

Date

Budget Category	Match Program Expenditures			FDSTF Program Expenditures			Total Program Expenditures		
	Application Budget	Actual		Application Budget	Actual		Application Budget	Actual	
		Current Quarter	Program to Date		Current Quarter	Program to Date		Current Quarter	Program to Date
Task/Purchase									
Activity 1:	\$638,000			\$100,000			\$738,000		
Activity 2:									
Task/Purchase									
Activity 3:									
Activity 4:									
Task/Purchase									
Activity 5:									
Activity 6:									
TOTAL ALL CATEGORIES	\$638,000			\$100,000			\$738,000		

Exhibit C

Attachment C: Plan of Action Form

FY 2014-2015 Florida Defense Support Task Force Grant Funding

Date _____

Planned Activity	Budget Cost	Objective	Outcomes	Performance Measures
Task				
NASKW Enhanced Road Access Activity 1:	\$100,000	Construct 6 Navy road access elements via	Complete 6 new road access points for NASKW personnel &	Comply with U.S. Navy demands for road access to
Activity 1 (cont.) Activity 2:		Truman Waterfront Park	large Navy vehicles	support Navy vehicles
Task				
Activity 3:				
Activity 4:				
Task				
Activity 5:				
Activity 6:				

Exhibit D

EXHIBIT D – Audit Requirements

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the FDSTF to Grantee may be subject to audits and/or monitoring by EFI, as described in this section.

MONITORING

By entering into this agreement, GRANTEE agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by EFI. In the event EFI determines that a limited scope audit of the recipient is appropriate, GRANTEE agrees to comply with any additional instructions provided by EFI to GRANTEE regarding such audit. GRANTEE further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, Auditor General, or Chief Inspector General. GRANTEE shall permit access to the GRANTEE's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

AUDITS

1. In the event that GRANTEE expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of GRANTEE, GRANTEE must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, GRANTEE shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for Defense Infrastructure is 40.003, Local Economic Development Initiatives is 40.012, Military Base Protection, Defense Reinvestment and **Defense Support Task Force is 40.014**, Economic Development Projects (CAMACOL) and Advocating International Relationships (SEUS/Japan & FLOR-KOR) is 40.016.
2. In connection with the audit requirements, GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.
3. If GRANTEE expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that GRANTEE expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from GRANTEE funds obtained from other than State entities).
4. GRANTEE must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by GRANTEE for work required under terms of this Agreement. In the executed subcontract, GRANTEE shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, GRANTEE shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. GRANTEE shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.
5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and GRANTEE's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Camila Hornung
Enterprise Florida, Inc.
101 North Monroe Street., Suite 1000
Tallahassee, Florida 32301

and

Pamela Murphy
Enterprise Florida, Inc.
800 N. Magnolia Ave., Suite 1100
Orlando, Florida 32803

and

Elizabeth Walker
Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC-80
Tallahassee, Florida 32399 -0001

RECORD RETENTION

GRANTEE shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of seven (7) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years period, whichever is later.

Exhibit E



Florida Defense Support Task Force

November 20, 2014

MEMORANDUM FOR RECORD

SUBJECT: City of Key West Grant Award

1. On October 16, Florida Defense Support Task Force (FDSTF) met in Key West, Florida and received a presentation from the City of Key West. The purpose of the presentation was to request funding for "NASKW Enhanced Road Access via Truman Waterfront Park".
2. On November 20, FDSTF met in Pensacola, and approved the grant request in the amount of \$100,000 under the Fiscal Year 2014-2015 FDSTF local grants program.

A handwritten signature in black ink, appearing to read "Camila Yrina Hornung".

Camila Yrina Hornung

Grants Coordinator, Florida Defense Support Task Force

Exhibit F

Contractor
[Street Address]
[City, ST ZIP Code]
Phone () - Fax () -

COMPLIANCE CERTIFICATION FORM

DATE:

TO:
ENTERPRISE FLORIDA INC.
800 N. MAGNOLIA AVENUE, SUITE 1100
ORLANDO, FL 32803
407-956-5600

DESCRIPTION: Deliverables Including Minimum Performance Standards	Invoice Period: (dates)
INVOICE AMOUNT	\$

Contractor Certification:

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Contractor Name printed:
Contractor Signature:

Title:
Date:

EFI Contract Manager Certification:

I certify, by evidence of my signature below, the above information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

EFI Contract Manager Name printed:
EFI Contract Manager Signature:

Title:
Date: