

RESOLUTION NO. 21-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RATIFYING THE ATTACHED "MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KEY WEST AND UNITED WAY OF COLLIER AND THE KEYS, INC." (MOU); RATIFYING FOUR EMERGENCY EXPENDITURES TOTALING \$132,186, TO THE UNITED WAY OF COLLIER AND THE KEYS (UWCK) FOR COMMUNITY RENTAL ASSISTANCE, FOOD, MEDICAL AND UTILITIES/ESSENTIAL NEEDS SUPPORT PURSUANT TO THE MOU, THE "STOP-GAP MEASURE COVID-19 SUPPORT PROPOSAL", AND PURSUANT TO SECTION 2-797(2) OF THE CODE OF ORDINANCES; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS AND ADJUSTMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 1, 2020, the Governor of Florida, Ron DeSantis, issued Executive Order Number 20-51, directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of Coronavirus Disease 2019 (COVID-19) in Florida; and

WHEREAS, in response to the COVID-19 threat, the City declared a State of Local Emergency on March 15, 2020 in accordance with F.S. 252.38 and CKW Resolution 2007-182. The State of Local Emergency has been repeatedly extended, and remains in effect as of the date of enactment of this Resolution; and

WHEREAS, at its meeting of January 5, 2021, the City Commission considered a "Stop-Gap Measure Support Proposal," and via voice consensus, granted the City Manager the authority to expend up to \$500,000 of the City of Key West General Fund unrestricted fund balance for specific community support services outlined in the proposal; and

WHEREAS, the City and UWCK mutually agreed to a Memorandum of Understanding setting forth specific terms related to the distribution of funds; and

WHEREAS, the City Manager acted without delay, using emergency powers authorized under Section 2-797(2) of the City's Code of Ordinances, to execute the MOU and issue four payments to UWCK for certain essential needs programs that serve local citizens; and

WHEREAS, Section 2-797(2) of the City's Code of Ordinances requires the City Commission to ratify such emergency purchases at its next scheduled meeting.

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

Section 1: That the attached "Memorandum of Understanding between the City of Key West and United Way of Collier and the Keys, Inc." (MOU) is hereby ratified.

Section 2: That the emergency expenditures totaling \$132,186.00 to UWCK, pursuant to the MOU, the Stop-Gap Measure Covid-19 Support Proposal, and pursuant to section 2-797(2) of the Code of Ordinances, are hereby ratified.

Section 3: That any necessary budget transfers and adjustments, to effectuate the expenditure of the City of Key West General Fund unrestricted fund balance for the specific community support services outlined in the Proposal, are hereby authorized.

Section 4: That City staff is directed to continue to work closely with local non-profits providing food, health care and housing assistance to the citizens of Key West, to ensure funds are used effectively to meet current needs.

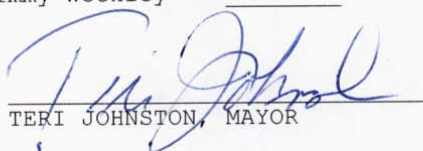
Section 5: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17th day of February, 2021.

Authenticated by the Presiding Officer and Clerk of the Commission on 18th day of February, 2021.

Filed with the Clerk on February, 2021.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
TERI JOHNSTON, 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:** Greg Veliz, City Manager  
Patti McLaughlin, Assistant City Manager

**FROM:** Mark Finigan, Chief Financial Officer *MBF*

**DATE:** February 8, 2021

**RE:** Ratification of Payments to United Way of Collier and the Keys

**ACTION STATEMENT:**

Ratification of a Memorandum of Understanding between United Way of Collier and the Keys (UWCK) and the City of Key West for Community Rental Assistance, Food, Medical and Utilities/Essential Needs Support pursuant to the Stop-Gap Measure COVID-19 Support Proposal. Ratifying four (4) payments totaling \$132,186 to UWCK and granting the City Manager the authority to effectuate necessary budget amendment(s) for this purpose.

**JUSTIFICATION AND NEED:**

The following excerpt is taken from the Stop-Gap Measure COVID-19 Support Proposal:

*While there is finally an end in sight to the pandemic, the immediate future remains bleak. As we await the vaccine and the next round of federal aid, our Island's safety nets run thin. The virus still rages, and rapid testing is both limited and expensive. Many frontline employees are forced to pay out of pocket to get quick results. Some avoid getting tested altogether. The CARES Act funds took approximately 10 weeks to reach Monroe County after they were approved, and longer to reach community members. If a similar trend ensues for the most recently approved funds, there is an urgent need to fill the gap between now and that time.*

*There is little help left in our community to meet our residents' basic needs. Our nonprofit organizations have exhausted most of their funds and cannot provide for much longer at this current rate, without additional support. A recent survey conducted by United Way in December 2020 of 13 nonprofit organizations in Key West, (attached), shows a gap in funds to assist residents with rent, food, utilities, medical and other essential needs.*

*The lack of basic provisions adds to the spread of the virus. When employees can't pay their rent or put food on the table, they are dissuaded from quarantining. There are not enough support systems in place to help them, and much of the workforce simply can't afford to lose more income.*

*The spike in COVID cases, combined with the lapse in funding and protective measures like the eviction moratorium could lead Key West into a tailspin in the coming months. If ever there were a moment to step in and fill the gap, that time is now.*

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

**BACKGROUND:**

The Health and Business Advisory Committee, The Key West Chamber of Commerce and the Nonprofit Community of Key West, and the Inter-Ministerial Alliance joined in December 2020 to identify measures that would assist the community through the first quarter of 2021. The result was a five-part plan presented to the City Commission on January 5, 2021. Two parts of the proposal required a commitment of City of Key West Funding, \$171,250 for a Free Rapid Testing program administered by AHEC and \$262,520 for community emergency assistance for rent, food, utilities and medical and essential needs, to be administered by United Way of Collier and the Keys.

Details of each of these two proposal parts can be found in the Stop-Gap Measure COVID-19 Support Proposal, which is made a part of this Legistar item.

**FINANCIAL IMPACT:**

At the January 5, 2021 City Commission Meeting the Proposal for a Stop-Gap Measure for COVID Support to the City of Key West was presented. The City Commission granted via voice consensus the City Manager authority to expend up to \$500,000 of City of Key West General Fund unrestricted fund balance for those specific community support services outlined in the Proposal.

**RECOMMENDATION:**

Staff recommends that the City Commission ratify the four (4) payments totaling \$132,186 to United Way of Collier and the Keys (UWCK) for Community Rental Assistance, Food, Medical and Utilities/Essential Needs Support pursuant to the Stop-Gap Measure COVID-19 Support Proposal as well as granting the City Manager the authority to effectuate necessary budget amendment(s) for this purpose.

# **Proposal for a Stop-Gap Measure for COVID Support to the City of Key West**

**Submitted to the Key West City Commission, January 5, 2021**

## **Description of Need**

While there is finally an end in sight to the pandemic, the immediate future remains bleak. As we await the vaccine and the next round of federal aid, our Island's safety nets run thin. The virus still rages, and rapid testing is both limited and expensive. Many frontline employees are forced to pay out of pocket to get quick results. Some avoid getting tested altogether. The CARES Act funds took approximately 10 weeks to reach Monroe County after they were approved, and longer to reach community members. If a similar trend ensues for the most recently approved funds, there is an urgent need to fill the gap between now and that time.

There is little help left in our community to meet our residents' basic needs. Our nonprofit organizations have exhausted most of their funds and cannot provide for much longer at this current rate, without additional support. A recent survey conducted by United Way in December 2020 of 13 nonprofit organizations in Key West, (attached), shows a gap in funds to assist residents with rent, food, utilities, medical and other essential needs.

The lack of basic provisions adds to the spread of the virus. When employees can't pay their rent or put food on the table, they are dissuaded from quarantining. There are not sufficient support systems in place to help them, and much of the workforce simply can't afford to lose more income.

The spike in COVID cases, combined with the lapse in funding and protective measures like the eviction moratorium could lead Key West into a tail spin in the coming months. If ever there were a moment to step in and fill the gap, that time is now.

## **A Key West Stop-Gap Plan for COVID (January – end of March 2021)**

The Health and Business Advisory Committee, The Key West Chamber of Commerce and the Nonprofit Community of Key West, and the Inter-Ministerial Alliance joined together in December 2020 to identify measures that would assist the community through the first quarter of 2021. The result is a Five-Part Plan, as follows:

### **1. Free Rapid Testing (\$171,250)**

According to MCHD data, the numbers of people getting tested in Key West for COVID in a span over three months has more than tripled from 1,426 in September to 4,938 in November 2020. The average wait time for results can be between three to five days. At the same time, many

businesses report that employees are reluctant to get tested for fear of losing desperately needed income. This conundrum creates an urgent need for access to free, rapid and increased testing for COVID in Key West.

The goal of this initiative is to provide free rapid testing and follow up PCR to community members via static and mobile testing sites that are accessible in all areas of the island. Approximately 3,000 kits will be purchased along with PPE, medical supplies and short-term testing staff. The tests will be available to residents of Key West, Stock Island and Key Haven and employees who work in Key West. They will have to provide proof of residence and/or employment to receive the test. The budget breakdown is as follows:

Items	Cost
3,000 Test Kits (Access BIO, BD or Sofia 2)	\$77,250 <sup>1</sup>
5 Testing Staff at \$30 per hour for 10 weeks plus 15% Tax Fringe	\$69,000 <sup>2</sup>
PPE & Medical Supplies – Gloves, Gowns, Masks, Sanitizer Shield	\$5,000
Administrative Costs – Operations, Fiscal Management, Reporting, Staffing,	\$15,000 <sup>3</sup>
Miscellaneous – PR, Ads, Travel, Tents, Tables, Additional Insurances	\$5,000
<b>TOTAL</b>	<b>\$171,250</b>

The test kits are for rapid testing only. Standard protocol requires that a PCR test is offered to any person who is negative on the rapid test but presents symptoms of COVID. PRC testing is paid for by insurance or federal funding for the uninsured. Testing sites will provide referrals, and /or on-site PCR testing.

AHEC is a well-placed to manage a rapid testing program in Key West. The organization has been supporting the medical needs of the Keys community for many years, and the staff are deeply involved with MCHD and our residents. AHEC will manage the process and ensure that each location is staffed and stocked in the medical equipment necessary. They will work directly with the City through their existing mechanisms to ensure that the funds are disbursed and tracked as required.

<sup>1</sup> Test kits vary in availability on a daily basis. Bio Test Kits cost \$19.75 each, BD cost \$35.00 and Sofia 2 cost \$26.00. The goal would be to purchase as many Bio Test Kits as possible. The total cost may therefore be less than \$77,250, but will not exceed that amount

<sup>2</sup> This program will utilize licenses health care providers such as Lab Staff, MA's RNs and NPs/Pas. Salary ranges for this staff generally run between \$17 -\$50 per hour.

<sup>3</sup> This sum includes payroll taxes at 7.65% and a small allocation for workman's comp. AHEC normally runs 22 – 25%. This request is much lower.



**2. Emergency Assistance for Rent, Food, Utilities & Essential Needs and Medical (\$262,520)**

According to the United Way ALICE report, prior to COVID-19, approximately 40% of Monroe County were living paycheck to paycheck, unable to make ends meet. (ALICE stands for Asset Limited, Income Constrained, Employed.) Those living on the edge cannot continue to survive in these times, and are slipping further behind. Our nonprofit organizations are running low on funding to assist.

The recent survey conducted by UWCK in December 2020, (referenced above,) measured the current rate at which 13 nonprofit organizations are providing support in Key West for rent, food, utilities, medical assistance and direct medical services relative to funds remaining for each of those needs. The data showed an overwhelming need and shortage of funds for rental assistance. (See summary data from the survey attached). Based on these needs and the shortfall in funds for the next 2.5 months, the request for funding is as follows:

Items	Cost <sup>4</sup>
Rental Assistance	\$164,000
Food Assistance	\$31,220 <sup>5</sup>
Medical Providers	\$27,300
Utilities and Essential Needs	\$19,000
Administrative Fees (divided amongst the nonprofit organizations)	\$21,000 <sup>6</sup>
<b>TOTAL</b>	<b>\$262,520</b>

United Way of Collier and the Keys (UWCK), has been at the forefront of the community with assistance during the pandemic. They are well placed to manage grants in these three areas to the Key West nonprofit community maximizing efficiency of City funds. They have the

<sup>4</sup> The numbers above were derived with the goal of requesting approximately \$200,000 in total for the most important and urgent needs. (The actual need far exceeds that number.) Percentages of need were calculated by dividing the cost of service per month by the total sum remaining for that need, and calculating the approximate percentage of that need relative to the others. The data was adjusted also based on the NGOs capacity to deliver services. (See data attached).

<sup>5</sup> According to our food service organizations (SOS, MCC and FKOC), the current rate of need per month for food assistance is \$150,000. There are \$389,000 remaining in funds. This amount should last for approximately 2.6 months (until the end of March). The lion-share of that funding belongs to SOS. The allocation therefore will be largely dedicated to MCC and FKOC, who are almost out of funding for food. (See data attached).

<sup>6</sup> A standard administration fee for executing a program such as this one typically runs 10% on average. Support to the community in an efficient and accountable manner requires significant staff time and other related expenses. This expense will be shared by all the agencies implementing the grants.

mechanisms in place to identify and vet the needs, distribute funds, track expenses, and ensure accountability. As the lead organization working collaboratively with nonprofit partners, UWCK would also coordinate community outreach, communication and engagement, including specific efforts working with MCHD to directly reach those who are needing to isolate, local business community for their employees and the faith-based community to reach marginalized populations.

### 3. Quarantine Assistance Fund for Businesses (Cost To Be Determined)

While some businesses in Key West are improving, others continue to bear the brunt of the pandemic. Retail, attractions, theaters, restaurants, bars and hotels have suffered grave losses. Many employees are faced with a tradeoff between their health and their financial survival. They simply can't afford to lose more time away from work when they are in quarantine.

A Quarantine Assistance Fund would help promote the safety and financial security of our workforce. The fund would provide employees with a designated amount per day while in quarantine to help make up for lost income. Employees would work directly with a designated organization to manage the process and funds.

The efficacy of this undertaking would depend largely on the ability of a single institution's capacity to administer the funds, track, monitor and ensure accountability. Sister Season Fund has expressed interest in pursuing this initiative, but a full proposal and exploration has yet to be conducted.

This proposal does not include a specific program, but rather a recommendation that the City Commission request City to explore the feasibility of such an initiative.

### 4. Weekly Communication Plan for the Vaccine Rollout (no cost)

As per the suggestion of the Health and Business Advisory Committee, the Mayor and City Manager agreed that there will be a weekly "COVID Information Update" sent out to the community. The updates would include four data points: 1) Number of Tests in Key West for the Week; 2) Number of Positive Cases in Key West for the Week; 3) Estimated Number of Cases in Visitors for the Week (Either from Wastewater Data or National Estimates), and 4) Number of Positive Cases in Key West Schools for the Week .

With the vaccine on the way, the authors of this proposal suggest adding a fifth data point: "Update on the Vaccine." This would include relevant information, (E.g., number of community members who have received the vaccine, timelines, availability and locations, FAQs, Etc.)

**5. Multi-Lingual Information on Resources from Contract Tracers (no cost)**

Many community members in Key West have never needed assistance with life's essential needs until now. Contract tracers are amongst the first group of individuals to typically speak with individuals who have tested positive for COVID and may need resources to support while in quarantine. UWCK has produced a COVID-19 Resource Guide with lists and details about the organizations in our community that provide help with food, rent, utilities, medical needs, etc. The guide was recently translated into Spanish and Creole.

The MCHD has committed to sharing this information with the community through their channels of communication, and have provided a link to Contract Tracers to share with individuals through several outreach methods.

**Summary: A Request for The City Commission to Take Action**

In sum, this proposal outlines five initiatives that will help our community survive the first quarter of 2021. Two of them (points 4 and 5) cost nothing, and do not require the Commission's approval, but would benefit from their endorsement. Two of them (points 1 and 2) require funding; and it is the hope that these items will be voted on and approved by the Commission to prevent further delays in helping meet this need.

**The funding request for Rapid Testing and Emergency Assistance combined through the end of March 2021 is \$380,770.**

Point 3, a Quarantine Assistance Fund, requires additional exploration and the submission of a plan and corresponding budget. Should the Commission wish to proceed, they would request City Staff to submit a proposal.

The first quarter of 2021 will be a critical period in the lives of Key West residents. While we wait for the vaccine, we may struggle now more than ever from a cumulative loss of income, mounting bills, and backlog of overall needs. Our nonprofits cannot continue to bear the burden without significant support. A stop gap measure must be set into place until funds and a vaccine arrive, and we turn the corner for which we have so desperately waited.

MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE CITY OF KEY WEST AND  
UNITED WAY OF COLLIER AND THE  
KEYS, INC., DATED  
JANUARY 11, 2021

I. PURPOSE

This Memorandum of Understanding (hereafter MOU) is made and entered into by and between The City of Key West (hereafter CITY) and the United Way of Collier and the Keys, Inc. (hereafter UWCK). By this MOU, the City and UWCK agree to terms and conditions related to disbursement and utilization of \$262,520 of City of Key West funds for providing rent, food, medical, utilities and basic needs for City of Key West residents and workers experiencing hardships due to the COVID-19 pandemic, per the requirements below and the Proposal for a Stop-Gap Measure for COVID Support, submitted and presented to the City of Key West City Commission on January 5, 2021.

II. AUTHORITY

CITY may, by agreement and operation of law, charge persons or groups with duties incident to the protection of life and property within the County during an emergency. This agreement will be governed by and construed in accordance with the laws of the State of Florida.

III. RECITALS

WHEREAS, CITY has statutory responsibility to prevent, minimize, and repair injury and damage resulting from anytype of disaster, and;

WHEREAS, the United Way of Collier and the Keys, Inc., advocates directly, and through its partners, for Asset Limited, Income Constrained, and Employed (ALICE) Key West residents and workers requiring supportive services in the form of rent, food, utilities, medical assistance and other essential needs related to the economic hardships of the COVID-19 pandemic, and;

WHEREAS, CITY understands it is in the best interest of the residents, workers, and visitors of Key West to enter into an agreement with UWCK for the management, validation of need and distribution of funds for those qualified applicants.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

- A. Parties: The Parties to the MOU are:
1. The United Way of Collier and the Keys, Inc.
  2. The City of Key West
- B. Term: The agreement is effective as of January 11, 2021 and shall remain in effect until March 31, 2021.
- C. Terms and Conditions:
1. UWCK will:
    - A. Commit to using the funds from City for the program and related goals solely to mitigate the effects of COVID-19 for qualified Key West residents and workers and no other related activity or expense. Funds should be exhausted by March 31, 2021. In the event of unforeseen circumstances, any unused funds must be acknowledged to City for reimbursement, extension of time or approval of alternate use.
    - B. Provide City with a report on funding expenditures by April 30, 2021. The report will include:
      1. Accounting of how all dollars are spent
      2. Accounting of number of unduplicated individuals/families and workers served and services provided
      3. Demographic information on individuals/families and workers served, including gender, race/ethnicity, age, documented COVID hardship, employment, and geographic area
      4. Description of how funds aided in relief efforts for affected residents and workers, including specific stories and photos (if available)
      5. Acknowledgement of how funding was recognized via a press release, social media or other outreach effort.
    - C. Include either the City of Key West logo and/or mention of our funding in any media stories, advertisements/flyers or press releases related to the program, and any activities that are being funded by City.
  2. CITY will:
    - A. Review all request for reimbursement and supporting documentation submitted from UWCK for completeness and accuracy before reimbursing UWCK
    - B. City will reimburse UWCK in an expedited manner but in no case more than 7 days after a City reviewed and accepted request is received.

- C. Share information with UWCK
- D. Include UWCK and partner agencies in all public information pieces, media stories, advertisements/flyers and press releases where applicable

V. INDEMNIFICATION AND LIABILITIES

- A. UWCK shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the CITY harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, UWCK agree that it is not an employee or agent of the CITY, but it is an independent 501 (c) (3) non-profit organization and as such must abide by strict Federal regulations that govern the handling and accountability for all transferred funds.
- B. To the extent authorized by law, the City of Key West hereby agrees to defend, indemnify, and hold harmless the United Way of Collier and the Keys from any and all loss, damage, liability, or expense in connection with any action, proceeding, or claim for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm, or corporation, including the parties hereto, arising or resulting out of the performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of the City of Key West or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely \$200,000 per person or \$300,000 per occurrence, and the City of Key West will have no further obligation to defend or hold harmless the United Way of Collier and the Keys in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes.

United Way of Collier and the Keys acknowledges that indemnification by the City of Key West may be unenforceable under Florida law, and that the City of Key West does not waive any legal defense based on the unenforceability of such indemnification position.

- C. CITY recognizes that UWCK, its staff and volunteers are not employees or agents of the CITY in any form and that they maintain their own system of management and personnel policies.
- D. Nothing herein is intended to serve as a waiver of sovereign immunity

by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a CITY agency or subdivision of CITY to be sued by third parties in any matter arising out of any contract.

- E. UWCK agrees to indemnify, defend, and hold free and harmless, the CITY and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions, of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities , or any nature of otherwise of indemnify, defend, and hold free and harmless, the CITY and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions, of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities , or any nature of otherwise of UWCK its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by CITY or its agents, servants, and employees.
- F. Subject to the limitations of Section 768.26 Florida Statutes, CITY agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, UWCK and each of its volunteers, members, agents, servants, employees, officers, and directors from and against any and all actions, claims, liabilities, assertion of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of the CITY or employees relating to this MOU, including but not limited to claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the city or its agents, servants, and employees. Nothing contained herein shall be construed as a waiver of the City's Sovereign Immunity Limits.

#### VI. FEDERAL REQUIREMENTS

Federal regulations apply to all of the CITY of Key West contracts using Federal funds as a source for the solicitation of goods and services. In addition to the terms of Appendix II to 2 C.F.R. Part

200, which are attached as Exhibit A and incorporated herein, the following Federal requirements also apply to this Emergency Agreement:

- A. **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** UWCK shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of UWCK which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- B. **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.
- C. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) Contractors:** UWCK agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, UWCK shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. UWCK shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
- D. **ENERGY POLICY AND CONSERVATION ACT:** UWCK shall 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 (Pub. L. 94-163).
- E. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, UWCK agrees as follows:
  1. UWCK will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. UWCK will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. UWCK agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. UWCK will, in all solicitations or advertisements for employees placed by or on behalf of UWCK, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  3. UWCK will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of UWCK's commitments under



this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. UWCK will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The UWCK will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of UWCK's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the UWCK may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. UWCK will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each partner of UWCK or vendor. UWCK will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, in the event UWCK becomes involved in, or is threatened with, litigation with a partner of UWCK or vendor as a result of such direction by the administering agency UWCK may request the United States to enter into such litigation to protect the interests of the United States.
8. UWCK shall:
  - a. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
  - b. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
  - c. Divide work, when economically feasible, into smaller tasks to permit maximum participation by small and minority businesses, and women's business enterprises.
  - d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
  - e. Provide documentation of compliance with 1-4 above.

#### F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

1. Overtime requirements. No UWCK or partner of UWCK contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times

the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section UWCK and any partner of UWCK responsible therefor shall be liable for the unpaid wages. In addition, UWCK and partner of UWCK shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency (FEMA) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by UWCK or a partner of UWCK under any such contract or any other Federal contract with the same prime UWCK, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by UWCK, such sums as may be determined to be necessary to satisfy any liabilities of UWCK or partner of UWCK for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. UWCK or a partner of UWCK shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the partner of UWCK to include these clauses in any lower tier subcontracts. UWCK shall be responsible for compliance by any partner of UWCK or lower tier partner with the clauses set forth in paragraphs (1) through (4) of this section."

#### G. CLEAN AIR ACT

1. UWCK agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

UWCK agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

UWCK agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### H. FEDERAL WATER POLLUTION CONTROL ACT

1. UWCK agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

UWCK agrees to report each violation to the City of Key West and understands and agrees that the City of Key West will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

UWCK agrees to include these requirements in each subcontract exceeding \$150,000 financed

in whole or in part with Federal assistance provided by FEMA.”

I. DEBARMENT AND SUSPENSION:

1. This MOU is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the UWCK is required to verify that none of the UWCK, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. UWCK must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the UWCK did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, UWCK shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpug-program>.”

K. RETENTION OF ALL RECORDS: UWCK is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed.

L. ADDITIONAL FEDERAL REQUIREMENTS

1. REMEDIES – In the event of a breach by UWCK of the terms and conditions of this Agreement CITY shall be entitled to recover any and all monetary damages arising therefrom including the recovery of reasonable attorney fees at all trial and appellate levels.
2. ACCESS TO RECORDS
  - a. UWCK agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

- documents, papers, and records of UWCK which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. UWCK agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed and permissible by law.
  - c. UWCK agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
3. DHS SEAL, LOGO AND FLAGS: UWCK shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
  4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. UWCK will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
  5. NO OBLIGATION: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, UWCK, or any other party pertaining to any matter resulting from the contract.”
  6. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS: The UWCK acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to UWCK’s actions pertaining to this contract.

#### VII. INTEGRATION

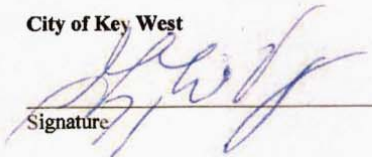
This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter herein.

#### VIII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

IX. EFFECTIVE DATE  
January 11, 2020.

City of Key West



Signature

1-11-2021

Date

Gregory W. Veliz

Print Name

City Manager

Title

United Way of Collier and the Keys, Inc.



Signature

1-11-2021

Date

Leah Stockton

Print Name

Florida Keys Area President

Title



**Report on UWCK and City of Key West COVID-19 Stop Gap Funding**  
As of February 12, 2021

During the January 5, 2021 meeting, the Mayor and Key West City Commission unanimously approved up to \$500,000 to assist local residents who have been negatively impacted by COVID-19. The goal is to keep community members healthy and safe, stabilize households and retain residents here in Key West.

On January 11, United Way of Collier and the Keys (UWCK) entered in an MOU with the City of Key West to provide assistance with rent, food, medical, utilities and basic needs for residents experiencing hardships due to the COVID-19 pandemic. UWCK is pleased to report on the following accomplishments to date as a result of the City's generous funding.

**\$27,300 DESIGNATED FOR FREE MEDICAL SERVICES**

**Guidance Care Center:**

GCC served 3 Key West uninsured individuals on the Crisis Stabilization Unit for a total of 12 days at a cost of \$4515.48. Crisis Stabilization is inpatient treatment as part of reducing suicides in our community.

**Womankind:**

In the first two weeks of the program, there were 12 qualifying patients. They received services totaling \$3,155 at an average of \$262.92. The lowest visit cost was \$59 and the highest \$548. Funds covered diagnostic tests, implantable contraception, blood tests, annual exams, and problem visits.

There were 10 females and 2 male patients.

Executive Director Cali Roberts says, "There is endless gratitude; in the words of one gentleman, 'Thank you so much for saving my life. God bless!'"

**\$31,220 DESIGNATED FOR FOOD**

**SOS:**

SOS has exhausted the \$7,220 received. The funding was spent entirely on food for distribution at their Stock Island Food Pantry.

With these funds, SOS served 1,649 households and a total of 2,404 unduplicated individuals between February 1st, 2021 and February 4th, 2021.

SOS continues to see higher than normal demand, and last week SOS served the most clients since mid-July 2020. This heightened demand is likely due to a combination of continued need and the availability of the USDA Farmers to Families produce boxes.

**MCC Cooking with Love:**

Every Saturday volunteers deliver double portion meals to 363 clients and, of those, 83 also receive grocery bags to last the weekend. To date, approximately \$7,000 has been spent.

**FKOC:**

To date, FKOC has spent \$4,209 of the \$12,000. They report being well on the way to expending the full amount. Approximately 210 households made up of 365 people have been served, receiving 254 bags of food.

**\$19,000 DESIGNATED FOR UTILITIES AND BASIC NEEDS**

**FKOC:**

As of February 10, \$11,165 has been utilized, with \$7,835 remaining. Current applications in the system are more than sufficient to expend the remaining funds within the next several weeks. During the last month, the average request per application was \$458, and the average assistance provided with these funds per application was \$446.

Assistance provided includes:

- Transportation (gas cards) - \$650
- Food Assistance (grocery cards) - \$3,830
- Utilities - \$6,525
- Prescriptions - \$160

25 households have been served; 33 adults, 20 children, and 3 seniors, for a total of 56 residents.

Significant impacts include funding larger utility bills than FKOC was previously able to fund within guidelines for other funding sources to avoid shut-offs, providing assistance with electricity, which has been limited by other funding source requirements, maintaining phone and internet services needed for job-hunting and being able to fully fund application requests that were previously limited to total assistance of \$250.

**\$164,000 DESIGNATED FOR RENTAL ASSISTANCE**

Under the oversight of UWCK, in a collaborative effort, AH Monroe, Catholic Charities, Florida Keys Outreach Coalition, Samuel's House and Sister Season are accepting applications and compiling required documentation for rental assistance. AH Monroe is then processing the applications and completing the case management. As of February 12:

- 25 applications have been received with 18 households assisted to date
- Those assisted were comprised of 37 adults and 18 children, for a total of 55 individuals
- Total assistance provided so far is \$46,720
- Average assistance amount is \$2,596

UWCK and the participating agencies are grateful to the City of Key West for their partnership in supporting our residents to meet these greatest needs during the COVID-19 pandemic.



**United Way of  
Collier and the Keys**

February 1, 2021

Bill To	
Customer	City of Key West

Qty.	Description	Total
	COVID-19 Funding Rental Assistance, PO 093341, Line Item 1	\$54,666
	Per Memorandum of Understanding Between the City of Key West and United Way of Collier and the Keys, Inc., Dated January 11, 2021	
<b>Total</b>		<b>\$54,666</b>

Thank you for your support!

**United Way of Collier and the Keys**

Accounts Payable  
9015 Strada Stell Ct Suite 204  
Naples, FL 34109  
239-261-7112

Keys Office: 305-735-1929





**United Way of Collier and the Keys**

January 25, 2021

<b>Bill To</b>	
<b>Customer</b>	City of Key West

Qty.	Description		Total
	COVID-19 Funding for Food (SOS, MCC, FKOC)		\$31,220
	Per Memorandum of Understanding Between the City of Key West and United Way of Collier and the Keys, Inc., Dated January 11, 2021		
<b>Total</b>			<b>\$31,220\$</b>

Thank you for your support!

**United Way of Collier and the Keys**

Accounts Payable  
 9015 Strada Stell Ct Suite 204  
 Naples, FL 34109  
 239-261-7112

Keys Office: 305-735-1929



January 25, 2021

<b>Bill To</b>	
<b>Customer</b>	City of Key West

Qty.	Description		Total
	COVID-19 Funding for Utilities and Basic Needs (FKOC)		\$19,000
	Per Memorandum of Understanding Between the City of Key West and United Way of Collier and the Keys, Inc., Dated January 11, 2021		
<b>Total</b>			<b>\$19,000</b>

Thank you for your support!

**United Way of Collier and the Keys**

Accounts Payable  
 9015 Strada Stell Ct Suite 204  
 Naples, FL 34109  
 239-261-7112

Keys Office: 305-735-1929



**United Way of  
Collier and the Keys**

January 25, 2021

<b>Bill To</b>
<b>Customer</b> City of Key West

Qty.	Description		Total
	COVID-19 Funding for Medical Services (WK and GCC)		\$27,300
	Per Memorandum of Understanding Between the City of Key West and United Way of Collier and the Keys, Inc., Dated January 11, 2021		
		<b>Total</b>	<b>\$27,300</b>

Thank you for your support!

**United Way of Collier and the Keys**

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 239-261-7112

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