

RESOLUTION NO. 21-192

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING KEY WEST PORT OPERATIONS, WITH THE KEY WEST POLICE DEPARTMENT, TO ACCEPT GRANT AWARD NO. EMW-2021-PU-00389-S01 IN THE AMOUNT OF \$165,000.00 FROM THE DEPARTMENT OF HOMELAND SECURITY PORT SECURITY GRANT PROGRAM (PSGP) (CITY MATCH \$55,000.00) FOR ACQUISITION OF TWO BOAT LIFTS FOR POLICE AND FIRE LOCATED ACROSS FROM THE POLICE AND FIRE STATIONS ON NORTH ROOSEVELT BOULEVARD, AND REFURBISHMENT OF KWPD'S 21-YEAR OLD 27-FOOT SAFEBOAT; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the Key West Port, with the Key West Police Department, via direction to the City Manager, is authorized to accept grant award NO. EMW-2021-PU-00389-S01 in the amount of \$165,000.00 (City match \$55,000.00) for acquisition of two boat lifts for police and fire, and refurbishment of KWPDs 21-year old 27-foot Safeboat.

Section 2: That grant revenue will be budgeted in account 001-0000-331-2000 (General Fund/Revenue/Public Safety) in FY 21/22. Expenses, including city matching funds

for this grant, will be budgeted in account 001-2104-521-6400 (General Fund Law Enforcement Grants/ Machinery and Equipment). Any necessary budget adjustments are hereby authorized.

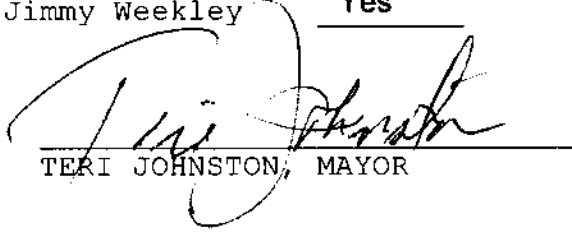
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 14th day of September, 2021.

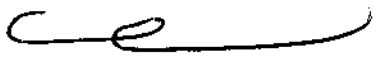
Authenticated by the Presiding Officer and Clerk of the Commission on 15th day of September, 2021.

Filed with the Clerk on September 15, 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

**Sean T. Brandenburg**  
**Chief of Police**



**Key West**

**POLICE DEPARTMENT**

**TO:** Patti McLauchlin, City Manager  
**FROM:** Sean T. Brandenburg, Chief of Police  
**DATE:** September 2, 2021  
**RE:** 2021 Port Security Grant Program (PSGP) EMW-2021-PU-00389-S01 award package

**Action Statement:**

The Key West Police Department (KWPD) is seeking Commission authorization to accept the attached award package for Grant No. EMW-2021-PU-00389-S01 from the 2021 Port Security Grant Program (PSGP) funded by the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) with a Federal award amount of \$165,000 for two boat lifts for Police and Fire located across the street from both stations on N. Roosevelt Blvd. and boat refurbishment of KWPD's 21-year-old 27-foot Safeboat.

**Background:**

Key West is included as a port of call on international cruises increasing its vulnerability as a hub for transit, as well as a final destination. Ferries are more vulnerable to improvised explosive device (IED) because their hulls are less robust than cruise ships. The Key West Police and Fire Departments take Chemical Biological Radiological Nuclear and Explosive (CBRNE) and IED threats seriously. In May 2021, the KWPD submitted a PSGP grant application to request funding for two boat lifts and boat refurbishment in the amount of \$220,000.00 (\$165,000.00 Federal share, \$55,000.00 City match).

**Purpose and Justification:**

Access to the Police and Fire boats is critical to adequately prevent, detect, respond to, and recover from IED and CBRNE incidents. The boat lifts will allow both the Fire and Police departments to access their boats and operate them on water more quickly and efficiently, improving their response rate to threats. Also critical is having a boat that is suitable with warranted functionality that allows KWPD to remain in compliance with the requirements set forth by the Maritime Transportation Security Act (MTSA)/US Coast Guard as outlined in their Facility Security Plan. A refurbished boat ensures KWPD meets the minimum requirement of having three (3) fully functional, modern law enforcement boats by extending usable life by another decade.



**RESPECT - INTEGRITY - FAIRNESS - SERVICE**

Key West Police Department 1604 N. Roosevelt Blvd. Key West, FL 33040 (305) 809-1111  
[www.keywestcity.com](http://www.keywestcity.com)



**Sean T. Brandenburg**

**Chief of Police**



**Key West**

**POLICE DEPARTMENT**

**Financial Impact:**

Grant revenue of \$165,000.00 will be budgeted in Account 0010000 3312000 (General Fund/Revenue/Public Safety) in FY 2021-2022. Expenses, based on the anticipated project cost of \$220,000.00 (which includes the City's 25% match of \$55,000.00), will be budgeted in Account 0012104 5216400 (General Fund/Law Enforcement Grants/Machinery & Equipment).

**Recommendation:**

We recommend the City Commission authorize the acceptance of the grant award package.

STB/cds



**RESPECT - INTEGRITY - FAIRNESS - SERVICE**

Key West Police Department 1604 N. Roosevelt Blvd. Key West, FL 33040 (305) 809-1111  
[www.keywestcity.com](http://www.keywestcity.com)



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**Award Letter**

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U.S. Department of Homeland Security  
Washington, D.C. 20472

David Black  
City of Key West Port  
3132 Flagler Avenue  
Key West, FL 33040 -

Re: Grant No.EMW-2021-PU-00389

Dear David Black :

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Port Security Grant Program has been approved in the amount of \$165,000.00. As a condition of this award, you are required to contribute a cost match in the amount of \$55,000.00 of non-Federal funds, or 25 percent of the total approved project costs of \$220,000.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

ROBERT ALLEN FARMER Signatory Authority

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Port Security Grant Program**

**GRANTEE:** City of Key West Port  
**PROGRAM:** Port Security Grant Program  
**AGREEMENT NUMBER:** EMW-2021-PU-00389-S01

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### **Article I - Summary Description of Award**

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Port of Key West Refurbishment of Police 27 Foot Safeboat is fully funded for \$112,500.

Investment 2: City of Key West Boat Lifts for Police and Fire Department Emergency Response Boats is fully funded for \$52,500.

### **Article II - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **Article III - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

### **Article IV - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **Article V - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **Article VI - Rehabilitation Act of 1973**



Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article VII - National Environmental Policy Act**

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article VIII - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article IX - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act)*, Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

#### **Article X - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article XI - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XII - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XIII - Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XIV - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XV - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

## **Article XVI - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

## **Article XVII - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **Article XVIII - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and Privacy Template at [https://www.dhs.gov/sites/default/files/publications/privacy\\_pia\\_template\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf) as useful resources respectively.

## **Article XIX - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

## **Article XX - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Article XXI - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article XXII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXIII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXIV - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

#### **Article XXVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XXVII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXVIII - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXIX - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### **Article XXX - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

### **Article XXXI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

### **Article XXXII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### **Article XXXIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

### **Article XXXIV - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

### **Article XXXV - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

### **Article XXXVI - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article XXXVII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

### **Article XXXVIII - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

#### **Article XXXIX - Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article XL - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance Hold**

This award includes work, such as ground disturbance, that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$165,000 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment 1: Port of Key West Refurbishment of Police 27 Foot Safeboat : \$112,500.

Investment 2: City of Key West Boat Lifts for Police and Fire Department Emergency Response Boats : \$52,500.

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2021 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

#### **Article XLI - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XLII - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

#### **Article XLIII - Port Security Grant Program Performance Goal**

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

#### **Article XLIV - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article XLVI - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **BUDGET COST CATEGORIES**

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$175,610.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$44,390.00

**Obligating Document for Award/Amendment**

1a. AGREEMENT NO. EMW-2021-PU-00389-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. V00051455	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04676N2021T
6. RECIPIENT NAME AND ADDRESS City of Key West Port 3132 Flagler Avenue Key West, FL, 33040 -	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER David Black	PHONE NO. 3058091096	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/01/2021	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD <b>From:</b> 09/01/2021 <b>To:</b> 08/31/2024 <b>Budget Period</b> 09/01/2021 08/31/2024	

**1 5. DESCRIPTION OF ACTION**

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2021-FA-GC01-P410- -4101-D	\$0.00	\$165,000.00	\$165,000.00	See Totals
			<b>\$0.00</b>	<b>\$165,000.00</b>	<b>\$165,000.00</b>	<b>\$55,000.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)  
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN  
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
SHENAUZ SUBRINA WONG , Assistance Officer	Wed Aug 25 01:01:58 GMT 2021

Department of Homeland Security  
Port Security Grant Program (PSGP)

City of Key West  
Port Security Enhancements for Police and Fire Departments



FY2021

Submitted by:  
City of Key West  
1300 White St  
Key West, FL 33040





## **Confirmation**

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the "Track My Application" link listed at the end of this form.

**Note:** Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

**IMPORTANT NOTICE:** If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at [support@grants.gov](mailto:support@grants.gov), or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXXX.

If you have questions please contact the Grants.gov Contact Center: [support@grants.gov](mailto:support@grants.gov)  
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

<b>Grants.gov Tracking Number:</b>	GRANT13359282
<b>UEI:</b>	0798648980000
<b>Submitter's Name:</b>	Carolyn Sheldon
<b>CFDA Number:</b>	97.056
<b>CFDA Description:</b>	Port Security Grant Program
<b>Funding Opportunity Number:</b>	DHS-21-GPD-056-00-01
<b>Funding Opportunity Description:</b>	Fiscal Year (FY) 2021 Port Security Grant Program (PSGP)
<b>Agency Name:</b>	Department of Homeland Security - FEMA
<b>Application Name of this Submission:</b>	City of Key West Port Security Enhancements for Police and Fire Departments
<b>Date/Time of Receipt:</b>	May 07, 2021 11:27:43 AM EDT

TRACK MY APPLICATION – To check the status of this application, please click the link below:

[https://apply07.grants.gov/apply/spoExit.jsp?p=web/grants/applicants/track-my-application.html&tracking\\_num=GRANT13359282](https://apply07.grants.gov/apply/spoExit.jsp?p=web/grants/applicants/track-my-application.html&tracking_num=GRANT13359282)

It is suggested you Save and/or Print this response for your records.

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  - [Review Organization Access Requests](#)
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  - 
  - [Help](#)
  - [Download Plug-ins](#)

## Update Application

- Application Number  
[EMW-2021-PU-APP-00389](#)
- Funding Opportunity Name  
 Fiscal Year (FY) 2021 Port Security Grant Program (PSGP)
- Funding Opportunity Number  
 DHS-21-GPD-056-00-01
- [Applicant Information](#)
- [SF-424 Information](#)
- [Contacts](#)
- [SF-424A](#)
- [Attachments](#)
- [Certification Regarding Lobbying](#)
- [SF-LLL](#)
- [SF-424B](#)

[Cancel](#) [Save](#) [Submit](#)

## Applicant Information

Legal Name  
[City of Key West Port](#)

Type  
 Others (specify)

Division Name

Department Name

Employer Identification Number (EIN)  
 59-6000346

Other Organizations that share this EIN

DUNS Number  
 079864898

DUNS+4  
 0000

UEI Number

Applicant Congressional District

Congressional District 18, FL

Physical Address

3132 Flagler Avenue  
Key West, Florida 33040  
UNITED STATES

Mailing Address

3132 Flagler Avenue  
Key West, Florida 33040  
UNITED STATES

## SF-424 Information

### Project Information

Project Title

City of Key West Port Secu

Program/Project Congressional Districts

- FL-26
- 
- No match found for search:Select Congressional District
- No match found for search:Select Congressional District
- No match found for search:Select Congressional District
- No match found for search:Select Congressional District

Proposed Start Date

09/01/2021 [Calendar]

Proposed End Date

08/31/2024 [Calendar]

Areas Affected by Project (Cities, Counties, States, etc.)

Port Key West and City of  
Key West, Florida

### Estimated Funding

Funding Source	Estimated Funding (\$)
<b>Federal Funding</b>	\$165,000.00
<b>Applicant Funding</b>	\$55,000.00
<b>State Funding</b>	\$0.00
<b>Local Funding</b>	\$0.00
<b>Other Funding</b>	\$0.00

**Program Income Funding** \$0.00

**Total Funding** \$220,000.00

Is application subject to review by state under the Executive Order 12372 process?  
Program is not covered by E.O. 12372.

Program is not covered by E.O. 12372.

0

Is applicant delinquent on any federal debt?  
Yes • No

## Contacts

Contact  
[Search for a Contact](#)

Contact	Authorized Official	Signatory Authority	Primary Contact	Secondary Contact	Action
<b>Black , David</b> dblack@cityofkeywest-fl.gov	.	.	.		
<b>Sheldon, Carolyn</b> csheldon@cityofkeywest-fl.gov				✓	

## SF-424A

### Budget Information for Non-Construction Programs

**OMB Number**  
4040-0006  
**Expiration Date**  
06/30/2014

Burden Statement

Grant Program  
Port Security Grant Program  
CFDA Number

Budget Object Class	Amount
<b>Personnel</b>	\$0.00
<b>Fringe Benefits</b>	\$0.00
<b>Travel</b>	\$0.00
<b>Equipment</b>	\$175,609.97
<b>Supplies</b>	\$0.00
<b>Contractual</b>	\$0.00

**Construction** \$0.00

**Other** \$44,390.03

**Total Direct Charges** \$220,000.00

**Indirect Charges** \$0.00

**Budget Category Total** \$220,000.00

**Non-Federal Resources** **Amount**

**Applicant** \$55,000.00

**State** \$0.00

**Other** \$0.00

**Total Non-Federal Resources** \$55,000.00

**Income** **Amount**

**Program Income** \$0.00

**Total Budget** **Amount**

**Federal** \$165,000.00

**Non-Federal** \$55,000.00

**Total Project Cost** \$220,000.00

Direct Charges Explanation

Indirect Charges Explanation

**Forecasted Cash Needs (Optional)**

	<b>First Quarter</b>	<b>Second Quarter</b>	<b>Third Quarter</b>	<b>Fourth Quarter</b>	<b>Total First Year</b>
<b>Federal</b>					
<b>Non-Federal</b>					
<b>Total</b>					

**Future Funding Periods (Years) (Optional)**

	<b>First</b>	<b>Second</b>	<b>Third</b>	<b>Fourth</b>	<b>Total</b>

Remarks



**SF-424A Budget Information - Non-Construction Programs (4040-0006)**

**SF-424A Budget Information - Non-Construction Programs (4040-0006)**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 4040-0006. The time required to complete this information collection is estimated to average 1.8 hours per response, including the time to review instructions, search existing data resources, gather the data needed and complete and review the information collection.

If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Health & Services, OS/OCIO/PRA,  
 200 Independence Ave., S.W., Suite 537-H,  
 Washington D.C. 20201,  
 Attention: PRA Reports Clearance Officer.

Agency, Total Responses, Average Burden per response in Hours, Total Burden Hours

- CNCS, 10, 4, 40
- DOI, 1274, 49/60, 1046
- DOS, 150, 5/60, 13
- EPA, 9098, 1.97, 17905
- SSA, 1400, 30/60, 700
- TREAS, 276, 1, 276
- VA, 184, 15/60, 46
- USDA, 7241, 3, 21723
- DOC, 5685, 20/60, 1895
- DOT, 50, 1.6, 80
- DHS, 150, 2, 300
- HHS, 1510, 2.64, 3998
- Total, 27028, 48022, 48022 hrs. / 27028 = 1.8 total hours per response.

Close

**Attachments**

Add Attachment Choose Files no files selected

Attached Documents	Title	Description	Attached By	Created Date	Action
<a href="#">GrantApplication.xml</a>	GrantApplication.xml	Submitted in Grants.gov	System User	05/07/2021 11:30 -04:00	[Remove Attachment]
<a href="#">Form GG_LobbyingForm-V1.1.pdf</a>	Form GG_LobbyingForm-V	Submitted in Grants.gov	System User	05/07/2021 11:30 -04:00	[Remove Attachment]
				05/07/2021	

<b><u>Form SF424_2_1-V2.1.pdf</u></b>	Form SF424_2_1-V2.1.pdf	Submitted in Grants.gov	System User	11:30 -04:00	[Remove Attachment]
<b><u>City of Key West_MOU.pdf</u></b>	City of Key West_MOU.pdf	Memorandum of Understanding	David Black	05/14/2021 08:57 -04:00	[Remove Attachment]
<b><u>City of Key West_City of Key West Port Security Enhancements for Police and Fire Departments_IJ #1.pdf</u></b>	City of Key West_City of Ke	City of Key West Port Security Enhancements for Police and Fire	David Black	05/14/2021 09:00 -04:00	[Remove Attachment]
<b><u>City of Key West_City of Key West Port Security Enhancements for Police and Fire Departments_IJ #2.pdf</u></b>	City of Key West_City of Ke	City of Key West Port Security Enhancements for Police and Fire	David Black	05/14/2021 09:01 -04:00	[Remove Attachment]
<b><u>City of Key West_City of Key West Port Security Enhancements for Police and Fire Departments_Budget #1.pdf</u></b>	City of Key West_City of Ke	City of Key West Port Security Enhancements for Police and Fire	David Black	05/14/2021 09:05 -04:00	[Remove Attachment]
<b><u>City of Key West_City of Key West Port Security Enhancements for Police and Fire Departments_Budget #2.pdf</u></b>	City of Key West_City of Ke	City of Key West Port Security Enhancements for Police and Fire	David Black	05/14/2021 09:06 -04:00	[Remove Attachment]
<b><u>City of Key West_Port Security Enhancement for Police and Fire Departments_IJ #1 Cost Estimate #1 Refurbishment of 27 foot Safeboat.pdf</u></b>	City of Key West_Port Secu	City of Key West Port Security Enhancement for Police and Fire	David Black	05/14/2021 09:07 -04:00	[Remove Attachment]
<b><u>City of Key West_Port Security Enhancement for Police and Fire Departments_IJ#2 Cost Estimate #1 Electric for Boat Lifts.pdf</u></b>	City of Key West_Port Secu	City of Key West Port Security Enhancement for Police and Fire	David Black	05/14/2021 09:12 -04:00	[Remove Attachment]
<b><u>City of Key West_Port Security Enhancement for Police and Fire Departments_IJ#2</u></b>	City of Key West_Port Secu	City of Key West Port Security Enhancement for Police and Fire	David Black	05/14/2021 09:13 -04:00	[Remove Attachment]



**Cost Estimate #2**  
**Boat Lifts.pdf**

**City of Key**  
**West Port Security**  
**Enhancement for**  
**Police and Fire**  
**Departments\_IJ#2**  
**Concept Drawing**  
**Boat Lifts.pdf**

City of Key West\_Port Secu

City of Key West Port  
Security Enhancement for  
Police and Fire

David  
Black

05/14/2021  
09:14  
-04:00

[Remove  
Attachment]

x

**Confirm Document Delete**

Are you sure you want to delete the uploaded document?  
Explanation for Deletion- required

Cancel    Ok

**Certification Regarding Lobbying**

**Status**

Signed

**Date Signed**

05/14/2021

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant's Organization:

City of Key West Port

Prefix:

Select a prefix



First Name:

David

Middle Name:

Last Name:

Black

Suffix:

Select a suffix



Signatory Authority Title:

Port of Key West Facility St

I, **David Black**, or my designee am hereby providing my signature for this application as of **05/14/2021**

## SF-LLL

### Disclosure of Lobbying Activities

OMB Number

**0348-0046**

Expiration Date

**12/31/2013**

Burden Statement

Status

Not Applicable

Form Not Applicable to Application ✓

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## SF-424B

## Assurances for Non-Construction Programs

**OMB Number**

4040-0007

**Expiration Date**

06/30/2014

Burden Statement

**Status**

Signed

**Date Signed**

05/14/2021

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

**NOTE:**

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107),

which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Applicant's Organization:

City of Key West Port

Signatory Authority Title:

Port of Key West Facility Se

I, **David Black** , or my designee am hereby providing my signature for this application as of **05/14/2021**

Close

< **September 2021** >

Su	Mo	Tu	We	Th	Fr	Sa
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

< **August 2024** >

Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

< **May 2021** >

Su	Mo	Tu	We	Th	Fr	Sa
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____
<b>* 3. Date Received:</b> 05/07/2021	<b>4. Applicant Identifier:</b> _____	
<b>5a. Federal Entity Identifier:</b> _____	<b>5b. Federal Award Identifier:</b> _____	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> _____	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> City of Key West		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 596000346	<b>* c. Organizational DUNS:</b> 0798648980000	
<b>d. Address:</b>		
<b>* Street1:</b> 1300 White Street	_____	
<b>Street2:</b>	_____	
<b>* City:</b> Key West	_____	
<b>County/Parish:</b>	_____	
<b>* State:</b>	FL: Florida	
<b>Province:</b>	_____	
<b>* Country:</b>	USA: UNITED STATES	
<b>* Zip / Postal Code:</b> 33040-4602	_____	
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> _____	<b>Division Name:</b> _____	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> _____	<b>* First Name:</b> David	
<b>Middle Name:</b> _____	_____	
<b>* Last Name:</b> Black	_____	
<b>Suffix:</b> _____	_____	
<b>Title:</b> _____		
<b>Organizational Affiliation:</b> _____		
<b>* Telephone Number:</b> 305-809-1096	<b>Fax Number:</b> _____	
<b>* Email:</b> dblack@cityofkeywest-fl.gov		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Department of Homeland Security - FEMA

**11. Catalog of Federal Domestic Assistance Number:**

97.056

CFDA Title:

Port Security Grant Program

**\* 12. Funding Opportunity Number:**

DHS-21-GPD-056-00-01

\* Title:

Fiscal Year (FY) 2021 Port Security Grant Program (PSGP)

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

City of Key West Port Security Enhancements for Police and Fire Departments

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="165,000.00"/>
* b. Applicant	<input type="text" value="55,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="220,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
City of Key West	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Carolyn"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Sheldon"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Senior Grants Administrator"/>	
* SIGNATURE: <input type="text" value="Carolyn Sheldon"/>	* DATE: <input type="text" value="05/07/2021"/>

**Memorandum of Understanding / Agreement**

The City of Key West owns and operates the Port of Key West, therefore no MOU is required.

## Budget Narrative

### Port of Key West Refurbishment of Police 27 Foot Safeboat:

In order for the Key West Police Department to access and adequately serve the Port of Key West by way of water, they need to remain in compliance with requirements set forth by MTSA/US Coast Guard as outlined in their Facility Security Plan. Meeting the minimum requirement of the Key West Police Department having (3) fully functional, modern law enforcement boats will ensure that when cruise ships return to the port, they will be allowed to enter by the US Coast Guard. While they are currently in possession of three (3) boats that meet this requirement, one 27 foot Safeboat is twenty-one (21) years old and rapidly approaching catastrophic disrepair, thereby risking falling out of compliance. This project would refurbish their existing twenty-one (21) year old, 27 foot Safeboat, bringing it to suitable, warranted functionality and thus giving it another decade of usable life. This cost is estimated to be a third of that to purchase a new boat that would fulfill requirements. Costs below are based on a quotation provided by SAFE Boats International, LLC. The Key West Police Department anticipates the engine work /labor to come in cheaper than this quote as they plan to save money by getting the engine work done locally.

### Budget Summary

Item	Item Description	Total Project	Non-Federal Amount	FY2021 PSGP Request
D.	Shrink Wrap	\$2,436.00	\$609.00	\$1,827.00
D.	Rhino to CDR Collar Kit	\$12,491.33	\$3,122.83	\$9,368.50
D.	12 volt AC unit	\$8,930.76	\$2,232.69	\$6,698.07
D.	Dual Mercury 300 HP, SeaPro 4-Stroke Outboard Engines (30" Shaft)	\$52,899.26	\$13,224.82	\$39,674.45
D.	Mercury Verado Twin Engine Rigging, Including Batteries	\$20,752.06	\$5,188.01	\$15,564.04
D.	Bucket Upgrade	\$8,100.56	\$2,025.14	\$6,075.42

G.	Labor, including: Remove Current Engines, install 300 Sea Pro Verado V8, install 12 volt AC Unit, install upgraded bucket, remove current AC unit, removed current generator, convert Rhino to XDR Collar, and Sea Trail	\$17,258.03	\$4,314.51	\$12,943.52
G.	Shipping	\$27,132.00	\$6,783.00	\$20,349.00

#### **D. Equipment**

##### **(1) 27 Foot Safeboat Refurbishment to include:**

- Shrink Wrap
- Rhino to CDR Collar Kit
- 12 volt AC unit
- Dual Mercury 300 HP, SeaPro 4-Stroke Outboard Engines (30" Shaft) Guide Poles
- Mercury Verado Twin Engine Rigging, Including Batteries
- Bucket Upgrade

**Total Cost of Equipment: \$105,609.97**

#### **G. Other**

##### **(1) 27 Foot Safeboat Refurbishment to include:**

- Labor, including: Remove Current Engines, install 300 Sea Pro Verado V8, install 12 volt AC Unit, install upgraded bucket, remove current AC unit, removed current generator, convert Rhino to XDR Collar, and Sea Trail
- Shipping

**Total Cost of Other: \$44,390.03\***

\* Costs are based on a quotation provided by SAFE Boats International, LLC. The Key West Police Department anticipates the engine work /labor to come in cheaper than this quote as they plan to save money by getting the engine work done locally, through the appropriate procurement channels.

**BUDGET BREAKDOWN FOR PURCHASES**

BUDGET CATEGORY	FEDERAL AMOUNT	NON-FEDERAL AMOUNT
A. Personnel	\$0.00	\$0.00
B. Fringe Benefits	\$0.00	\$0.00
C. Travel	\$0.00	\$0.00
D. Equipment	\$79,207.48	\$26,402.50
E. Supplies	\$0.00	\$0.00
F. Consultants	\$0.00	\$0.00
G. Other Costs	\$33,292.52	\$11,097.50
H. Indirect Costs	\$0.00	\$0.00

\$112,500.00	\$37,500.00
\$220,000.00	

## **Budget Narrative**

### **Police and Fire Department Boat Lifts:**

In order for both the Police and Fire Departments to be able to access and serve the Port of Key West by way of water, they need access to their respective boats. Access to the boats is critical in order to adequately prevent, detect, respond to, and recover from IED and CBRNE incidents. Key West is included as a port of call on international cruises increasing its vulnerability as a hub for transit, as well as, a final destination. Ferries are more vulnerable to IED because their hulls are less robust than cruise ships. The Key West Police and Fire Departments take CBRNE and IED threats seriously. The boat lifts will allow both the Fire and Police departments to access their boats and operate them on water more quickly and efficiently, improving their response rate to threats.

### **Budget Summary**

Item	Item Description	Total Project	Non-Federal Amount	FY2020 PSGP Request
D.	(2) Boat Lifts	\$70,000.00	\$17,500.00	\$52,500.00

### **D. Equipment**

#### **(2) Boat Lifts to include:**

- Car Arms
- Drives
- Structural Bracing
- Cables
- Guide Poles
- I-Beams
- Remote Control Unit
- Electrolysis Protection
- V-Hull Bunks
- 4-pile mounting systems
- Access Boarding Platform
- Stainless Steel Hardware and Straps
- Equipment Mobilization
- Electrical Wiring
- Weather Proof Electrical Conduit
- Labor

**Total Cost of Equipment: \$70,000.00**

**BUDGET CATEGORY FOR INVESTMENT AMOUNT**

BUDGET CATEGORY	FEDERAL AMOUNT	NON-FEDERAL AMOUNT
A. Personnel	0.00	0.00
B. Fringe Benefits	0.00	0.00
C. Travel	0.00	0.00
D. Equipment	\$52,500.00	\$17,500.00
E. Supplies	\$0.00	\$0.00
F. Consultants	0.00	0.00
G. Other Costs	0.00	0.00
H. Indirect Costs	0.00	0.00

\$52,500.00	\$17,500.00
\$220,000.00	



**SAFE Boats International, LLC**

8800 Barney White Road  
 Bremerton, WA 98312  
 Phone: 360-674-7161 Fax: 360-674-7149  
[www.safeboats.com](http://www.safeboats.com)



**Factory Service Quote**

9-Apr-20

QUOTE # S-RRJ-200409-A305

Option : A  
 Revision: 1

<p><b>CUSTOMER</b></p> <p>Customer: <b>Key West Police Department</b>                  P.O.C. Name: Dave Black                  P.O.C. Phone: 305-797-9235                  Email: <a href="mailto:dblack@cityofkeywest-fl.gov">dblack@cityofkeywest-fl.gov</a>                  Hull #: <b>313</b>                  Quote Date: 4/9/2020</p>	<p><b>SHIPPING ADDRESS</b></p> <p>Customer: Key West Police Department                  Address 1:                  Address 2:                  City/State/Zip:                  POC: Dave Black                  Phone Number: 305-797-9235</p>
---	--

**Work Description**  
 Removal of current Mercury 300 engines, generator, and AC unit (to be shipped to customer once removed). Remove and upgrade bucket to updated SAFE standard with the installation of New Mercury 300 Sea Pro V8 engines, including new engine rigging. Install 12 volt ac unit. Convert collars from Rhino to XDR. Program engines and test engines on sea trial, prep for shipping.

<b>LABOR</b>					
Labor Item	Hours	Rate	Extended Price	Comments	
Remove Current Engines	10	\$125.00	\$1,250.00		
Install 300 Sea Pro Verado V8	50	\$125.00	\$6,250.00	Including new rigging	
Install 12 Volt AC Unit	45	\$125.00	\$5,625.00		
Install Upgraded Bucket	50	\$125.00	\$6,250.00		
Remove Current AC Unit	2	\$125.00	\$250.00	Including old raw water/rigging	
Remove Current Generator	2	\$125.00	\$250.00	Including old raw water/rigging	
Convert Rhino to XDR Collar	50	\$125.00	\$6,250.00		
Sea trail	10	\$125.00	\$1,250.00	Programming	
			<b>TOTAL LABOR</b>	<b>\$27,375.00</b>	

<b>PARTS AND SERVICES</b>						
Part/Material Description	Part Number	UOM	Qty	Price	Total	Comments
Shrink Wrap	TBD	ea	1	\$2,030.00	\$2,030.00	Shrink Wrap and Ship preparation to Key West
Rhino To XDR Collar Kit	COLR0290	ea	1	\$10,409.44	\$10,409.44	
12 volt AC unit	NSO-CICG-2786-1	ea	1	\$7,442.30	\$7,442.30	
Dual Mercury 300 HP, SeaPro 4-Stroke Outboard Engines (30" Shaft)		ea	1	\$44,082.72	\$44,082.72	
Mercury Verado Twin Engine Rigging Including Batteries	ERV2	ea	1	\$17,293.38	\$17,293.38	
Bucket Upgrade	TBD	ea	1	\$6,750.47	\$6,750.47	
					<b>TOTAL PARTS AND SERVICES</b>	<b>\$88,008.31</b>

<b>SUBTOTAL</b>		<b>\$115,383.31</b>
	Shipping	\$22,610.00
	9% Sales Tax	<b>EXEMPT</b>
<b>TOTAL</b>		<b>\$137,993.31</b>

**NOTE:** Once a Purchase Order is received from customer work will be scheduled and agreed upon by both parties. Quote is valid for 45 days.

POC: Ron Johnson Cell: (360) 337-0753 Desk: (360) 674-7161 x1063 Email: [rjohnson@safeboats.com](mailto:rjohnson@safeboats.com)

# PROPOSAL / CONTRACT

## M&C Electric of Key West Inc.

7 Calle Dos Key West Fl 33040  
(305)797-4070 LIC # 13014245

Date: 5/20/2019

Contract: 1039

"M&C Electric of Key West Inc", proposes to furnish material and labor in accordance with the job description identified in this Proposal: Contract pursuant to the following:

1. SUBMITTED TO: Key West Fire Department, 1600 North Roosevelt Blvd. , Key West, Fl 33040

2. JOB PHONES: Phone1: Phone2: Fax:

3. JOB LOCATION: 1600 North Roosevelt Blvd

4. PLANS DESCRIPTION: Concept Boat Lift, City of Key West

5. JOB DESCRIPTION: Provide wiring for (2) boat lifts. Power coming from existing electrical panel in fire station engine room as per concept drawing. Electrical contractor will be using existing conduit from panel to the sidewalk. All electrical conduit to be rated weatherproof and all straps and screws to be stainless steel.

\* Permit fees will be billed to customer on final bill.

**WE PROPOSE to perform the work as stated in this Contract in accordance with the specifications and plans submitted and completed in a workmanlike manner**

**for the sum of: \$14,950.00**

**with payments: 50% at start and 50% upon completion.**

**This Contract is executed at "Key West FL, USA" by M&C Electric of Key West Inc.**

**ACCEPTANCE OF PROPOSAL: The prices, specifications, terms and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.**

It is understood and agreed that this work is not provided for in any other agreement and no other contractual rights arise until this proposal is accepted in writing.

Date ..... Signature .....

### TERMS AND CONDITIONS

6. Electrical shall be installed to standards of the National Electric Code and is guaranteed free from short circuits for one year. No other warranties are expressed or implied
7. Electric Contractor is not responsible or liable in any way, for any part of the existing electrical system.
8. Electric Contractor shall make holes in the building to gain access for routing cables & conduits and shall not be held liable in any way for labor or costs incurred for painting, texturing, repairing walls or ceilings.
9. Time and materials work shall be charged \$130 an hour plus materials. Service calls shall be charged \$90 for the first half-hour, then \$130 per hour. \$130 is minimum charge.
10. Permit fees, inspections and/or plans required for this work are the responsibility and liability of the party submitted to in section 1
11. Change orders: Any alteration or deviation from the above specifications involving extra costs will be made only upon written agreement, and will become an extra charge above the contract price to be paid immediately.
12. Delay: Electric Contractor will be excused for any delay beyond our control. These delays may include, but are not limited to Acts of God, labor disputes, inclement weather, acts of owner or public authority, or other unforeseen contingencies.
13. Right to Stop Work: If any payment under this Contract is not made when due, Electric Contractor may stop/suspend work until all payments have been made.
14. Any failure to make payments to Electric Contractor is subject to a claim against the property in accordance with applicable lien laws.
15. It is agreed that payment to Electric Contractor shall not be withheld due to any delay or failed payments to the party submitted to in section 1
16. Malicious mischief and vandalism on the job is the responsibility of the party submitted to in section 1. Electric Contractor shall not be responsible for any damage resulting therefrom. Party submitted to shall carry needed insurance.
17. Overdue accounts will be charged a late charge at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less.
18. In the event any party to this Contract commences any action, legal or otherwise, to collect the contract price, the prevailing party shall be entitled to recover attorneys fees and all other costs incurred in connection with the action.
19. This Proposal shall be effective for thirty days from the date first set forth above. If this Proposal is not accepted within this time it shall be expired. This Proposal may be withdrawn any time before acceptance.
20. The language of all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. No provision shall be deemed dependant upon any other.
21. If any provision of this Contract is held by an arbitrator or court to be unenforceable, invalid or illegal, said provision shall be deemed to be deleted and shall not affect the validity of the remaining provisions of this contract.
22. Party submitted to shall give written notice of a back charge to Electric Contractor within ten days of the act giving rise to a back charge. If no such notice is given within the ten day period the back charge shall not be allowed.
23. In the event party submitted to does not request work to begin and/or the project is not in good condition to commence the work within 30 days after the acceptance of this Contract, Electric Contractor shall have the option to terminate this Contract.
24. Electrical contractor not responsible for any cutting or digging.

P. O. Box 420794  
 Summerland Key, FL 33042  
 Phone: 305-745-2840

# LIFETIME Dock & Lumber, Inc.

## ESTIMATE & AGREEMENT

License: SCC131151403

Date: May 15, 2019  
 E&A: KW20190515

Customer Name: Key West Fire Department

**Site Address:**  
 1600 N. Roosevelt Blvd.  
 Key West, FL. 33042  
 (305) 294-4234  
 email

**Mailing Address:**  
 Same  
 Same

DESCRIPTION		AMOUNT
<b>Boat Lift Project:</b>		
Provide and install (2) of our signature Lifetime Boat Lift - model LBL 180 - marine grade aluminum side elevator boat lifts.		\$ 51,800.00
<b>Car Arms</b>	Heavy Duty box beam construction	
<b>Drives</b>	(4) Enclosed Electra high-speed drives with (2) - 2 HP motors with covers one set for each lift.	
<b>Structural Bracing</b>	Cross Braces & X-Braces all marine grade aluminum braces and stainless steel hardware	
<b>Cables</b>	(4) 3/8" stainless steel cables one set for each lift.	
<b>Guide Poles</b>	(2) Set of marine grade aluminum with PVC sleeve one set for each lift.	
<b>I-Beams</b>	(2) Heavy duty marine grade aluminum one set for each lift.	
<b>Remote Control Unit</b>	(2) TEC II dual motor radio remote control w/ safety light and key fob one for each lift	
<b>Electrolysis Protection</b>	Includes (2)- sacrificial zinc anodes	
<b>OPTION</b>		
<b>V-Hull Bunks</b>	(2) Set of marine grade aluminum I-Beam boat cradle bunks built for a V-hull style boat one set for each lift.	
<b>4-pile Mounting Systems</b>	(8) Marine grade aluminum piles, framed with 2x10 pressure treated wood and stainless steel fasteners	\$ 9,000.00
<b>*** Water Depth</b>	Due to depth of the canal longer I-beams and/or extensions will be required to ensure tracks are driven to refusal.	\$ 2,390.00
<b>Access Boarding Platform</b>	(2) Marine grade aluminum mounting brackets with 2x6 composite decking. Bridges the step over for easy boarding and off loading.	\$ 3,600.00
Project to include all stainless steel hardware, equipment mobilization, and labor.		\$2,000.00
<b>TOTAL COST:</b>		<b>\$68,790.00</b>

P. O. Box 420794  
Summerland Key, FL 33042  
Phone: 305-745-2840

# LIFETIME Dock & Lumber, Inc.

## ESTIMATE & AGREEMENT

License: SCC131151403

Date: May 15, 2019  
E&A: KW20190515

Customer Name: Key West Fire Department

**Site Address:**

1600 N. Roosevelt Blvd.  
Key West, FL. 33042  
(305) 294-4234  
email

**Mailing Address:**

Same  
Same

**TOTAL COST: \$ 68,700.00**

*Provide and install (2) of our signature Lifetime Boat Lift - model LBL 180 - marine grade aluminum side elevator boat lifts.*

* <b>Terms:</b> 10% down, 40% upon receipt of ACOE approval and balance upon structural installation.	(Initial)
* <b>Permits:</b> We will prepare and file for all necessary DEP/ACOE and Municipal Permits. Permit fees will be billed to customer on Final Invoice.	(Initial)
* <b>Boat Set:</b> We require that we be the first to set any boat on the lift anytime the boat changes or after any major lift repairs to verify it is done properly. Any use of the lift prior to this may damage the boat and/or lift at the owners expense.	(Initial)
* <b>Electrical work:</b> is NOT included in this Contract. Electrical work is to be contracted by a State Licensed Electrician.	(Initial)

**Contractor's Guarantee:** We guarantee all material used in this contract to be as specified above and the entire job to be done in a neat, workmanlike manner. Any work on equipment not built by Lifetime Boat Lifts and/or installed by Lifetime Dock & Lumber is not guaranteed as we cannot guarantee another manufacturer's equipment or another contractor's work. Any variation from plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Agreements made with our field technicians are not recognized.

**Acceptance of Bid:** The above specifications, terms and contract are satisfactory and I (we) hereby authorize the performance of this work. I also understand that I am responsible for contracting all electrical work; that payment for the project is due upon structural installation by Lifetime Dock & Lumber, Inc. and electrical work, plumbing, permitting, contract alterations, or other requested work cannot delay final payment.

\*\*\* Quote valid for 30 days. Quotes older than 30 days must be redrawn. Contract validated once down payment received. \*\*\*

Doug S. Scheele, President  
Lifetime Dock & Lumber

May 15, 2019

Signature: \_\_\_\_\_  
Name: Key West Fire Department

Date: \_\_\_\_\_

P. O. Box 420794  
Summerland Key, FL 33042  
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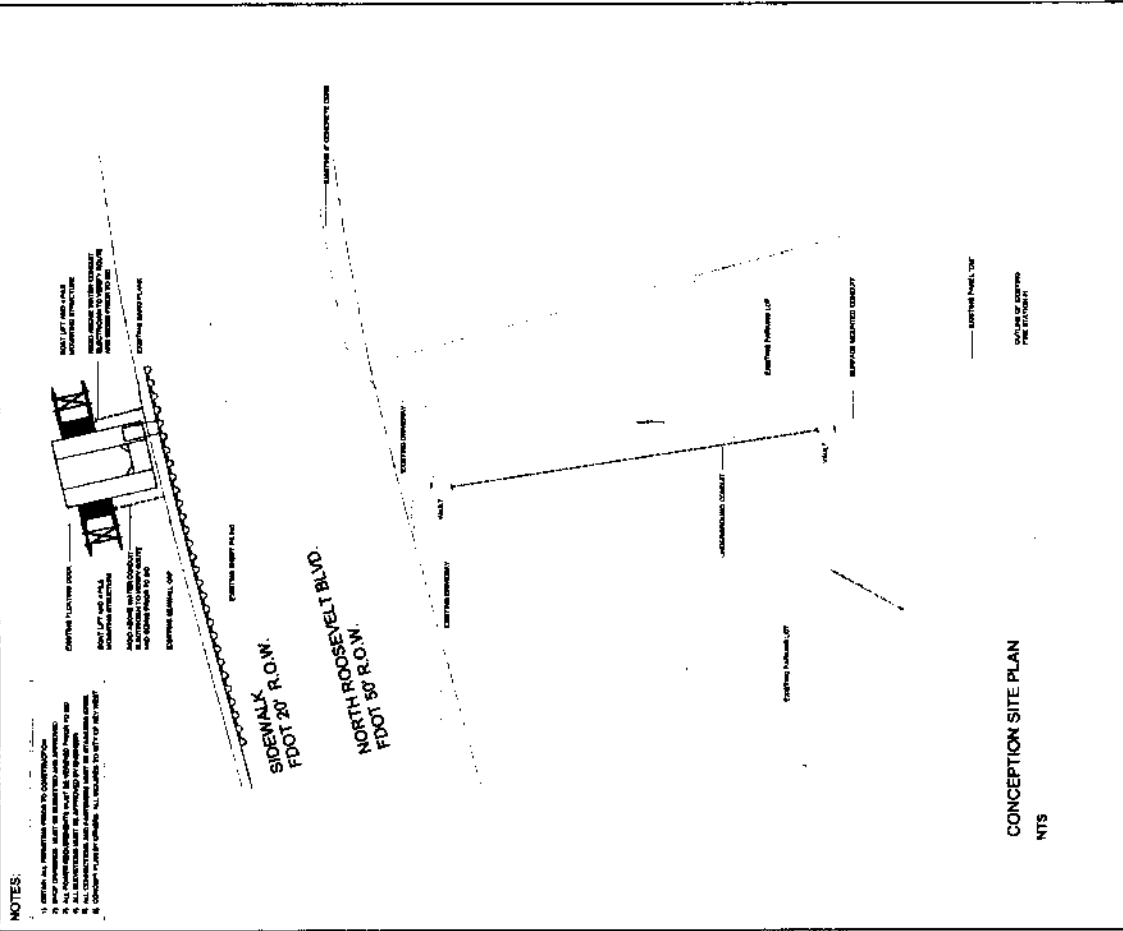
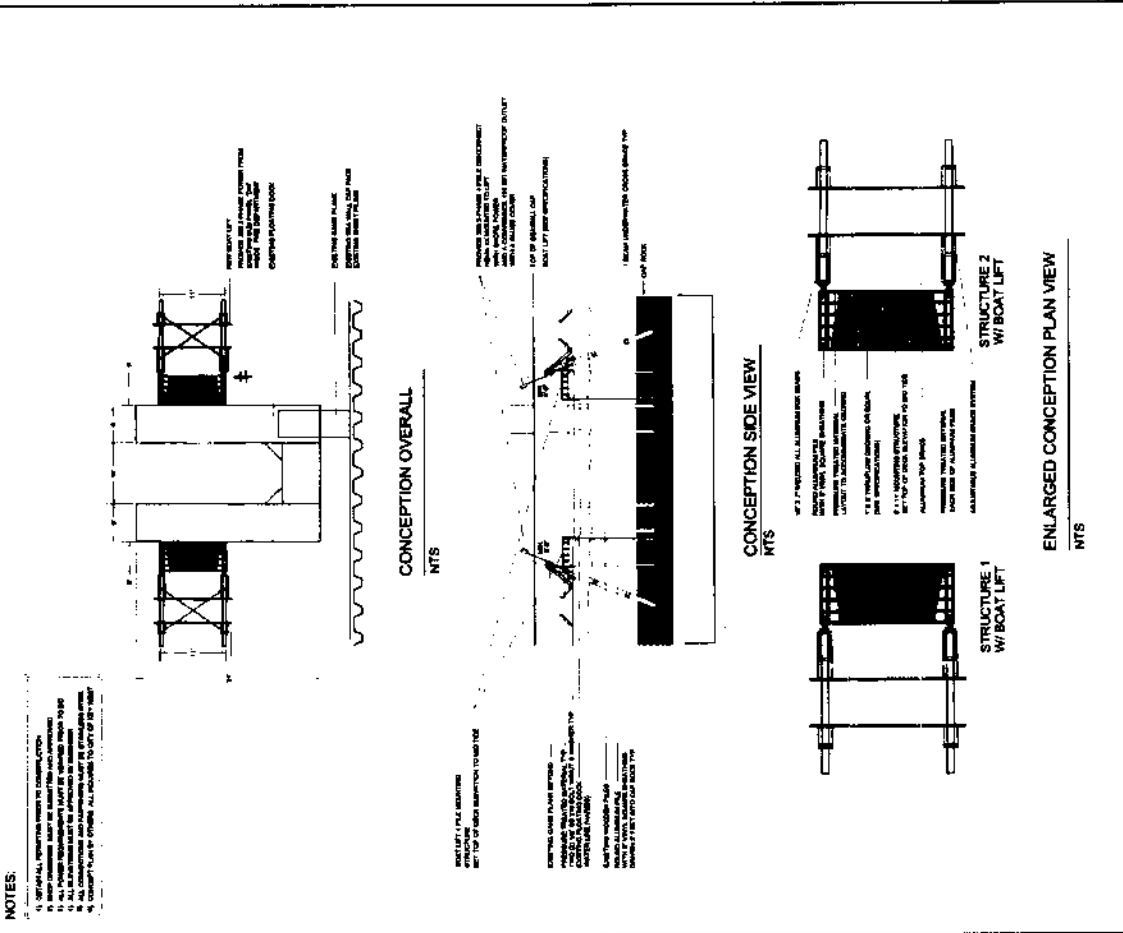
**489.1425 CONSTRUCTION INDUSTRIES RECOVERY FUND**

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAWS BY A STATE LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

CILB, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
1940 NORTH MONROE STREET,  
TALLAHASSEE, FL 32399  
PH (850) 487-1395  
FAX (850) 410-1993  
E-MAIL: CALL.CENTER@DBPR.STATE.FL.US

**713.015 LIEN LAW DISCLOSURE**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND WHO ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.



**CITY OF KEY WEST**  
Engineering Services  
1300 White Street, Key West, FL 33040

**CONCEPT BOAT LIFT**

DATE: 5/15/19  
SCALE: 1/4" = 1'-0"  
SHEET NO: 1 of 1

DESIGNED BY: N. Roosevelt  
CHECKED BY: NTS

**CITY OF KEY WEST**  
Engineering Services  
1300 White Street, Key West, FL 33040

**CONCEPT BOAT LIFT**

DATE: 5/15/19  
SCALE: 1/4" = 1'-0"  
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