

# AGENDA

## KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, November 16, 2023 – 9:30 am

Located at the Temporary Meeting Place for the City of Key Colony Beach,  
at the Key Colony Inn Banquet Room, 700 W. Ocean Drive, Key Colony Beach  
& Virtually via Zoom Conferencing

[Zoom Login Information at the end of this Agenda](#)

### **1. Call to Order, Pledge of Allegiance, Prayer, Roll Call**

### **2. Agenda Additions, Changes & Deletions**

### **3. Appointment of Vacant Commission Seat**

**a. Introduction of candidates by the City Clerk – Pgs. 1-53**

**b. Candidate Statements**

*(Each candidate for the vacant City Commission seat may speak for five minutes).*

**c. Citizen Comments & Correspondence**

*(Members of the public may speak for three minutes in support or rebut of candidates. Correspondence received by the City Clerk will be made part of the record but not read into the record)*

**d. City Commissioner Questions/Comments**

**e. Call for Nominations**

**f. Vote by Commissioners**

**g. Swearing-in Ceremony – Pg. 54**

**h. *\*\*Tentative\*\**** *If a majority of Commission members are unable to agree upon a candidate to fill the vacant seat, candidates will need to qualify between December 4<sup>th</sup>-8<sup>th</sup>, 2023, noon to noon, for the March 19<sup>th</sup>, 2024, Election (dates provided by the Monroe County Supervisor of Elections Office). A majority vote is required for the agreement on dates.*

### **4. Special Request**

**a. Proclamation - Ron Sutton Day: A Proclamation in honor of late Commissioner Ron Sutton proclaiming every second day of October of each and every year to be named “Ron Sutton Day”. – Pg. 55**

### **5. Citizen Comments and Correspondence**

Key Colony Beach, Code of Ordinances: Sec. 2-90. - Public participation

**(1) Public participation on agenda items:** *Members of the public may speak for three minutes on any agenda items; and may only speak once unless waived by a majority vote of the commission.*

**(2) Decorum.** *Members of the public shall not make inappropriate or offensive comments at a city commission meeting and are expected to comply with the rules of decorum that are established for commissioners. Individuals who violate any rules of the city commission may be ruled out of order by the mayor or on a point of order made by a commissioner. A majority vote of the city commission will rule on the point of order. An individual who violates the rules of decorum may be removed from the meeting at the direction of the mayor.*

### **6. Approval of Minutes**

**a. October 19th, 2023 - City Commission Regular Meeting & Public Hearing Minutes – Pgs. 56-62**

## **7. Committee and Department Reports**

- a. Marathon Fire/EMS – Marathon Assistant Fire Marshal Card*
- b. Police Department – Chief DiGiovanni*
- c. Building Department – Building Official Leggett*
- d. Public Works – Public Works Department Head Guarino*
- e. City Clerk – City Clerk Gransee*
- f. Code Enforcement Officer – Code Officer Goldman*
- g. Beautification Committee*
- h. Planning & Zoning Board*
- i. Recreation Committee*
- j. Utility Board*

## **8. City Administrator Items for Discussion/Approval**

- a. Discussion/Approval of the Florida Coast Equipment quote in the amount of \$16,795.16 for the purchase of a Kubota Mower. – Pg. 63*
- b. Discussion/Approval of the installation of signage for pickleball sponsor recognition – Pg. 64*
- c. Discussion/Approval of calendar of events for the KCB Community Association for the 2023/2024 season – Pg. 65*
- d. Discussion/Approval of CitizenServe Invoice No. 5308 in the amount of \$16,800.00 for 2024/2025 – Pg. 66*
- e. Discussion/Approval to go forward with Request for Bids for the tennis courts*
- f. Update on the ‘Smart City’ Townhall Meeting on November 20<sup>th</sup>, 2023.*

## **9. City Commissioner Items for Discussion/Approval**

- a. Discussion/Approval of a renewal agreement for legal services with the Firm of Vernis & Bowling of the Florida Keys, P.A., for a period of one year beginning December 1, 2023, to December 1, 2024. – Pgs. 67-71*
- b. Discussion/Approval of Grant Agreement H1033 for the Dry Floodproofing of the City Maintenance Building Pgs. 72-133*

## **10. Secretary-Treasurer’s Report**

- a. October 2023 Financial Summary Pgs. 134-136*
- b. Approval of Warrant 1023 in the amount of \$476,168.08 – Pg. 137*

## **11. City Attorney’s Report**

- a. Discussion: Naming/Renaming of city facilities or roads – Pgs. 138-142*

## **12. Ordinances & Resolutions**

- a. Resolution 2023-18: A Resolution of the City Commission of the City of Key Colony Beach, Florida, authorizing and approving designated email addresses for the City of Key Colony Beach Commissioners; providing for an effective date. – Pgs. 143-144*

## **13. Commissioner’s Reports & Comments**

- a. Commissioner Harding*
  - i. Monthly Covid Wastewater Report – Pg. 145*
  - ii. Update on the FDOT Tentative 5-year Plan 2024-2029 – Pgs. 146-147*

## **14. Adjournment**

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This meeting will be held at the temporary meeting place for the City of Key Colony Beach at the Key Colony Inn Banquet Room at 700 W. Ocean Drive, Key Colony Beach, Florida, and virtually via Zoom.

*Join from a PC, Mac, iPad, iPhone or Android device:*

*Please click this URL to join.*

<https://us02web.zoom.us/j/81648251629?pwd=aHJDQlYvTVpaSjU1R0k2K3Y0dFA4QT09>

*Passcode: 113621*

*Or One tap mobile:*

*+13052241968,,81648251629#,,, \*113621# US*

*+13092053325,,81648251629#,,, \*113621# US*

*Or join by phone:*

*Dial(for higher quality, dial a number based on your current location):*

*US: +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468*

**Webinar ID: 816 4825 1629**

**Passcode: 113621**

*International numbers available: <https://us02web.zoom.us/u/kbi4yuBFmI>*



RECEIVED  
OCT 25 2023  
By: CB

# CITY OF KEY COLONY BEACH

## APPLICATION FOR CITY COMMISSIONER

OFFICE OF THE CITY CLERK  
PO Box 510141  
CITY OF KEY COLONY BEACH, FL 33051  
TELEPHONE: (305) 289-1212  
WEB: [WWW.KEYCOLONYBEACH.NET](http://WWW.KEYCOLONYBEACH.NET)

Name: DiFRANCISCO THOMAS WILLIAM  
(Last) (First) (Middle)

Address: 171 8TH STREET  
KEY COLONY BEACH, FL 33051

Mailing Address (if different): P.O. BOX 510143  
KEY COLONY BEACH, FL 33051

Business Address: WA

Occupation: RETIRED ENGINEER

Home/Cell Ph.: 3055097686 Work Ph.: WA  
9084321587

E-mail: THOMAS.DIFRANCISCO@GMAIL.COM

Do you reside within the City limits?

Yes  No

• If yes, how long have you resided in the City of Key Colony Beach? 11 YEARS

Do you own property in the City of Key Colony Beach?

Yes  No

Are you a Registered Voter in Monroe County?

Yes  No

Have you ever served on a volunteer board/committee/commission or in a volunteer capacity before? Yes No

If yes, please indicate name of board/committee/commission and dates of service.

SEE ATTACHMENT

Why would you like to serve on this commission?

SEE ATTACHMENT

What special skills would you bring to this position? \_\_\_\_\_

SEE ATTACHMENT

Please list fields of work experience: \_\_\_\_\_

SEE ATTACHMENT

List any licenses and/or degrees (location and year): \_\_\_\_\_

SEE ATTACHMENT

Local References (Please list 3):

1. TONI APPELL
2. JANEY BYLAND
3. TED FISCHER

Signed:  Date: 10/25/25

**Submit application to:**

Silvia Gransee  
City Clerk  
City of Key Colony Beach  
PO Box 510141  
Key Colony Beach, FL 33051


**OR**

[Cityclerk@keycolonybeach.net](mailto:Cityclerk@keycolonybeach.net)

# CITY OF KEY COLONY BEACH CITY COMMISSIONER APPLICATION

## Acknowledgments:

1. Accuracy of Information. I certify that the information provided in my Commission Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: THOMAS W. DI FRANCISCO  
Signature:   
Date: 11/7/23

# GENERAL INFORMATION

## SUNSHINE AMENDMENT/CODE OF ETHICS:

All Volunteer Advisory Board/Committee/Commission Appointees are governed by and subject to the Florida Sunshine Law, which includes the Public Records Law and Code of Ethics.

[Ref. Sec. 24, Art. I, F.C., Sec 286.011, F.S. Chap. 119, F.S. and Chap. 112 – Part III, F.S. respectively]

## FORM 6 – STATEMENT OF FINANCIAL INTERESTS:

Persons required to file FORM 6 include all local officers. A local officer is defined as any appointed member of a board, excluding any member of a solely advisory body. However, a governmental body with land-planning, zoning or natural resources responsibilities shall not be considered an advisory body and therefore would be required to file.

Within 30 days from the date of appointment, and subsequently no later than July 1<sup>st</sup> of each year thereafter, a local officer shall file a statement of financial interests with the Monroe County Supervisor of Elections. Additionally, within 60 days of leaving the position, unless you take another “reporting position” within that period of time you are required to file a FORM 1F with the Monroe County Supervisor of Elections.

[Ref. Sec. 112.3145, F.S.]

## REPORTING REQUIREMENTS AND PROHIBITED RECEIPT OF GIFTS; SOLICITATION AND DISCLOSURE OF GIFTS FROM GOVERNMENTAL ENTITIES, DIRECT SUPPORT ORGANIZATIONS AND HONORARIUM RELATED EXPENSES:

Certain instances require disclosure of gift and honoraria. For a full detail of requirements, please review the **GIFT LAW** as identified in Florida Statutes or contact the City Attorney for specifics.

[Ref. Secs. 112-3148 & 49, F.S.]

**NOTE:** Forms which may be required to be filed by a local officer are as referenced in Florida Commission on Ethics’ **“GUIDE TO THE SUNSHINE AMENDMENT AND CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES”** booklet, as published annually and on file in the Office of the City Clerk or online at the Florida Commission on Ethics at [www.ethics.state.fl.us](http://www.ethics.state.fl.us) under the tab entitled Publications and/or Forms.



**Attachment to  
Application for City Commissioner for  
Thomas W. DiFransico**

**Volunteer Board/ Commission**

<b>Utility Board</b>	<b>April 2016</b>	<b>January 2021</b>
<b>Code Enforcement</b>	<b>January 2021</b>	<b>February 2022</b>
<b>Planning &amp; Zoning</b>	<b>January 2021</b>	<b>Present</b>

**Why would you like to serve on this commission?**

**My education and experience allow me to make fair and well-reasoned decisions for the future of Key Colony Beach. I will work with all stakeholders to allow Key Colony Beach to continue to be the “Gem of the Florida Keys”**

**What special skills would you bring to this position?**

**My 40+ years of engineering, construction and management experience allows me to bring skills in each of those areas to the Commission. Management of groups for smooth working relationships is a skill which will be useful. Understanding contracts and construction methodology will be useful for future projects.**

**Please list fields of work experience:**

**US Naval Officer**

**Executive level corporate management**

**Engineering and design of power plants**

**Construction and operation of power plants**

## **Licenses/ Degrees**

<b>US Naval Academy</b>	<b>1965</b>
<b>BS Naval Science (Majors in Chemistry and Physics)</b>	
<b>George Washington University</b>	<b>1974</b>
<b>MS Engineering Management</b>	
<b>Professional Engineer Pennsylvania</b>	<b>1978*</b>
<b>Professional Engineer Tennessee</b>	<b>1978*</b>

**\*No Longer Active**



# CITY OF KEY COLONY BEACH

## APPLICATION FOR CITY COMMISSIONER

OFFICE OF THE CITY CLERK  
 PO Box 510141  
 CITY OF KEY COLONY BEACH, FL 33051  
 TELEPHONE: (305) 289-1212  
 WEB: [WWW.KEYCOLONYBEACH.NET](http://WWW.KEYCOLONYBEACH.NET)

**\*\*It is not required to complete this application to be considered for the vacant Commission seat. Applicants may submit a letter of interest, resume, or any other appropriate format for consideration\*\***

Name: SCHMIDT JOSEPH \_\_\_\_\_  
(Last) (First) (Middle)

Address: 430 4TH ST.  
KCB

Mailing Address (if different): PO BOX 510830  
KCB

Business Address: \_\_\_\_\_

Occupation: RETIRED MECHANICAL CONTRACTOR

Home/Cell Ph.: 856.857.4611 Work Ph.: \_\_\_\_\_

E-mail: BIGJOESBT@HOTMAIL.COM

Do you reside within the City limits?

Yes  No

• If yes, how long have you resided in the City of Key Colony Beach? 22+

Do you own property in the City of Key Colony Beach?

Yes  No

Are you a Registered Voter in Key Colony Beach?

Yes  No

Have you ever served on a volunteer board/committee/commission or in a volunteer capacity before?

Yes  No

If yes, please indicate name of board/committee/commission and dates of service.

UTILITY BOARD

Why would you like to serve on this commission? BRING SANITY AND RETURN KCB BACK TO "THE GEM OF THE FLORIDA KEYS"

Do you plan on running for the seat in the next election of 2024?

Yes  No

What special skills would you bring to this position? OPEN EARS THAT WILL HEAR THE VOICES OF CITIZENS.

Please list fields of work experience: MASTER PLUMBER, HVAC MECHANIC AND MECHANICAL CONTR. BUSINESS OWNER/OPERATOR

List any licenses and/or degrees (location and year): MASTER PLUMBER LICENSE IN NJ, DELAWARE, FLORIDA CITY OF PHILADELPHIA, PA. PHD IN COMMON SENSE

Local References (Please list 3):

1. RON TEKE
2. ED SIMS
3. MARIAN BUCCA FERNI

Signed: Joseph Selmiatt Date: 10/28/23

**Submit application to:**

Silvia Gransee  
City Clerk  
City of Key Colony Beach  
PO Box 510141  
Key Colony Beach, FL 33051

**OR**

[Cityclerk@keycolonybeach.net](mailto:Cityclerk@keycolonybeach.net)

**CITY OF KEY COLONY BEACH  
CITY COMMISSIONER APPLICATION**

**Acknowledgments:**

1. Accuracy of Information. I certify that the information provided in my Commission Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: \_\_\_\_\_

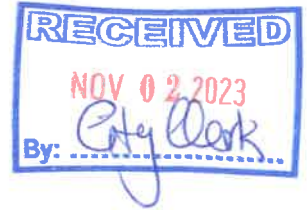
JOSEPH SCHMIDT

Signature: \_\_\_\_\_

Joseph Schmidt

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

10/28/23



# CITY OF KEY COLONY BEACH

## APPLICATION FOR CITY COMMISSIONER

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TELEPHONE: (305) 289-1212  
WEB: [www.KeyColonyBeach.net](http://www.KeyColonyBeach.net)

**\*\*It is not required to complete this application to be considered for the vacant Commission seat. Applicants may submit a letter of interest, resume, or any other appropriate format for consideration\*\***

Name: SWANSON FREDERICK JAMES  
(Last) (First) (Middle)

Address: 620 9TH STREET  
KEY COLONY BEACH, FL 33051

Mailing Address (if different): P.O. Box 510205  
KEY COLONY BEACH, FL 33051

Business Address: N/A

Occupation: RETIRED

Home/Cell Ph.: 973 634-8938 Work Ph.: N/A

E-mail: SWANSONFJ@YAHOO.COM

Do you reside within the City limits?

Yes  No

• If yes, how long have you resided in the City of Key Colony Beach? 16 1/2 YEARS

Do you own property in the City of Key Colony Beach?

Yes  No

Are you a Registered Voter in Key Colony Beach?

Yes  No

Have you ever served on a volunteer board/committee/commission or in a volunteer capacity before? NOT IN KEY COLONY BEACH

Yes  No

If yes, please indicate name of board/committee/commission and dates of service.

Why would you like to serve on this commission? I AM EXPERIENCED IN COMMUNITY MANAGEMENT AND WANT TO HELP BRING OUR KEY COLONY BEACH BACK TOGETHER.

Do you plan on running for the seat in the next election of 2024?

Yes  No

What special skills would you bring to this position? EXPERIENCE IN COMMUNITY MANAGEMENT, FINANCIAL PLANNING, ENGINEERING AND PROJECT MANAGEMENT. I LISTEN.

Please list fields of work experience: SEE ATTACHED.

List any licenses and/or degrees (location and year): BACHELOR OF ENGINEERING, CHEMICAL ENGINEERING MAJOR, MECHANICAL ENGINEERING MINOR, STEVENS INSTITUTE OF TECHNOLOGY (SIT) HOBOKEN, NJ



Local References (Please list 3):

1. PAMALA S. ALDRIDGE, 331 9TH STREET, KCB
2. DONALD STEAMER, 311 11TH STREET, KCB
3. JOSEPH T. TURGEON, 310 9TH STREET, KCB

Signed: F. J. Swanson Date: 11/2/23

**Submit application to:**

Silvia Gransee  
City Clerk  
City of Key Colony Beach  
PO Box 510141  
Key Colony Beach, FL 33051

**OR**

[Cityclerk@keycolonybeach.net](mailto:Cityclerk@keycolonybeach.net)

**CITY OF KEY COLONY BEACH  
CITY COMMISSIONER APPLICATION**

**Acknowledgments:**

1. Accuracy of Information. I certify that the information provided in my Commission Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: FREDERICK J. SWANSON

Signature: F. J. Swanson

Date: 11/2/23

Name: Frederick J Swanson  
Address: P.O. Box 510205, Key Colony Beach, FL 33051  
E-mail: swansonfj@yahoo.com  
Phone: 973 634-8938

I am applying to fill the vacant seat on the Key Colony Beach city commission. I have been a resident in KCB since early 2007. I retired from a nearly 40-year career and have been active in our larger community as well as in Key Colony Beach. I have appropriate experience and skill in corporate and community management, project analysis and justification, as well as project management.

I appreciate the time and effort required to be a commissioner and am willing to spend that effort. I have reviewed all of KCB's Commissioner Meeting Minutes since 2017 and financial budgets and audits available on the city's website. I understand the long road we have been on since Irma and that many of our residents have differing views as to how to proceed. Clearly, we need to work together to develop consensus. Below is a resume of my experience.

I graduated from Stevens Institute of Technology (SIT) in 1968 with a Bachelor of Engineering degree, Chemical Engineering major and Mechanical Engineering minor. Laurie Uhl and I married in July 1968 celebrating our 55<sup>th</sup> anniversary this year. We have two sons, Eric & Peter, and five grandchildren – four boys and one girl (the youngest of the lot). Both of our sons work in NYC and live in NJ.

I worked in the oil industry for most of my career beginning with Standard Oil Company of California (Chevron) at their refinery in Perth Amboy, NJ. Chevron transferred me to the Arabian American Oil Company, Aramco, in Saudi Arabia at the beginning of 1973 when our sons were two and four years old.

Over the next fifteen years with Aramco, I worked in engineering and operations. Highlights:

- "Owners representative" (Operations was the "owner") for a water supply/injection project supporting oil production in the southern part of the Ghawar oilfield. I was the supervisor of a group of 8 – 10 engineers with several areas of expertise interfacing with Operations

(our client), Project Management, and the construction contractor. Our group was based in Udhailiyah – a bachelor camp installed to manage the project.

- NGL--Operations Services Engineering - supporting gas and NGL processing operations in Abqaiq, Saudi Arabia.
- Head of the South Ghawar Water Injection Division. The division produced and reinjected water, 2.1 million barrels (42 gallons per barrel) per calendar day. The water came from a reservoir about one mile below the surface and was reinjected to the perimeter of the oil reservoir maintaining the pressure of the field as oil was extracted.
- As the senior management person in the area, I was also the mayor of the Udhailiyah camp. Under my management, the camp was converted from a bachelor to a family camp.
  - In a few years Udhailiyah was no longer referred to as a “camp”. We had a school, grades 1 – 9, a community center with dining facilities, two large swimming pools, soccer and softball fields, tennis courts, an 18-hole golf course, an airport able to accept Boeing 727’s, a grocery store, a clinic, a fire department (I was a fireman), a TV station, a water treatment plant and a number of self-directed groups. Our desert camp, distant from the amenities surrounding other more established company living facilities, pulled together to help each other and the community.
- My next assignment was in the newly formulated Corrosion Control Department, part of central engineering, corporate headquarters, Dhahran, Saudi Arabia. My division handled corrosion monitoring and chemical treatment. (Two other divisions handled Cathodic protection and the materials and coatings). Managing water injection required dealing with corrosion problems and I had become a corrosion engineer.
- I wrote the corporate manual for mothballing oil facilities (short, medium and long terms).

We moved back to the United States to shepherd our sons through high school. At that time, I took a job with United Technologies in Hartford, Connecticut and was promoted to manager of a project constructing a new building, consolidating all electroplating operations into the building and providing appropriate waste water treatment facilities.

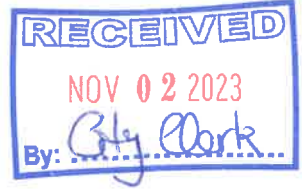
The Chief Engineer of Aramco, now renamed Saudi Aramco, had called me once a year to check my availability to return to Arabia. When both sons enrolled in college we became available and I joined central engineering in Dhahran, Saudi Arabia spring 1991.

Highlights of the second fifteen years with Saudi Aramco include:

1. Chief Process Engineer.
2. Chief Environmental Engineer.
3. Led one of several teams that were tasked to merge the Kingdom's domestic refining and product supply operating company, SAMAREC, into Saudi Aramco.
4. Facilities Planning Department
  - evaluated requests for capital spending for Executive Management Committee review
  - developed a condensed (maximum 2 pages) review/recommendation for each project
  - led division responsible for capital budgets for all surface oil handling facilities in Saudi Arabia: stabilization plants, pipeline (gas, crude oil and refined products), marine terminals, and air fueling facilities at all airports in the kingdom

During a career of nearly 30 years in Saudi Arabia, I learned that people are people and turning an ear to their ideas and concerns is the best way to move forward. My ability to successfully work with people having different life and work experience stands me in good stead to be your next commissioner.

I have spent hours and days familiarizing myself with what is and has been happening in KCB following hurricane Irma through reviewing meeting minutes, financial records, both budget and audit reports, and talking to people. I am not gregarious. I tend to listen more than speak. But I can promise you that I will work tirelessly to right this city.



# CITY OF KEY COLONY BEACH

## APPLICATION FOR CITY COMMISSIONER

OFFICE OF THE CITY CLERK  
PO Box 510141  
CITY OF KEY COLONY BEACH, FL 33051  
TELEPHONE: (305) 289-1212  
WEB: [www.KeyColonyBeach.net](http://www.KeyColonyBeach.net)

Name: DALTON JOHN P.  
(Last) (First) (Middle)

Address: 461 9th St.

Mailing Address (if different): P.O. Box 510368

Business Address: N/A

Occupation: RET.

Home/Cell Ph.: 305-496-4849 Work Ph.: —

E-mail: JOHNPDALTON@COMCAST.NET

Do you reside within the City limits?

Yes  No

• If yes, how long have you resided in the City of Key Colony Beach? \_\_\_\_\_

Do you own property in the City of Key Colony Beach?

Yes  No

Are you a Registered Voter in Monroe County?

Yes  No

Have you ever served on a volunteer board/committee/commission or in a volunteer capacity before?  Yes  No

If yes, please indicate name of board/committee/commission and dates of service.

SPARITYLITY Bd. 7 YRS <sup>C</sup>/<sub>12</sub> CODE - 2 YRS

Why would you like to serve on this commission?

TO CONTRIBUTE TO MY CITY

What special skills would you bring to this position?

37 YEARS EXP IN ICB

Please list fields of work experience:

PRESIDENT OF OWN CORP IN MASS 20 YRS  
INSPECTOR - MITTAUER ENG 2 YRS

List any licenses and/or degrees (location and year):

Local References (Please list 3):

1. U.S. CONGRESSMAN TED Yoho KEB '94
2. HEATHER DWORNICZAK USPS - KEB 33051 '90
3. HEATHER LEWIS, MGR, GLUNTZ '95

Signed: \_\_\_\_\_



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

11/2/23

**Submit application to:**

Silvia Gransee  
City Clerk  
City of Key Colony Beach  
PO Box 510141  
Key Colony Beach, FL 33051

**OR**

[Cityclerk@keycolonybeach.net](mailto:Cityclerk@keycolonybeach.net)



**CITY OF KEY COLONY BEACH  
CITY COMMISSIONER APPLICATION**

**Acknowledgments:**

1. Accuracy of Information. I certify that the information provided in my Commission Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: JOHN P. DANTON  
Signature: John P. Danton  
Date: 11-2-23



# CITY OF KEY COLONY BEACH

## APPLICATION FOR CITY COMMISSIONER

OFFICE OF THE CITY CLERK  
PO Box 510141  
CITY OF KEY COLONY BEACH, FL 33051  
TELEPHONE: (305) 289-1212  
WEB: [www.KeyColonyBeach.net](http://www.KeyColonyBeach.net)

Name: Conkling Benton Patricia Lynne  
(Last) (First) (Middle)

Address: 621 10th Street, Key Colony Beach, FL 33051

Mailing Address (if different): PO Box 510560, Key Colony Beach, FL 33051

Business Address: 621 10th Street, Key Colony Beach, FL 33051

Occupation: Attorney, mediator

Home/Cell Ph.: 406.539.6958 Work Ph.: 406.539.6958

E-mail: lynne@conklinglaw.com

Do you reside within the City limits?

Yes  No

- If yes, how long have you resided in the City of Key Colony Beach? 12 yrs part time; just became a resident

Do you own property in the City of Key Colony Beach?

Yes  No

Are you a Registered Voter in Monroe County?

Yes  No

Have you ever served on a volunteer board/committee/commission or in a volunteer capacity before?  Yes  No

If yes, please indicate name of board/committee/commission and dates of service.

\_\_\_\_\_

Please see attached

Why would you like to serve on this commission?

\_\_\_\_\_

Please see attached

\_\_\_\_\_

\_\_\_\_\_

What special skills would you bring to this position? \_\_\_\_\_

Please see attached

\_\_\_\_\_

\_\_\_\_\_

Please list fields of work experience: \_\_\_\_\_

Please see attached

\_\_\_\_\_

\_\_\_\_\_

List any licenses and/or degrees (location and year): \_\_\_\_\_

Please see attached

\_\_\_\_\_

\_\_\_\_\_

Local References (Please list 3):

1. Ted Fischer \_\_\_\_\_
2. Dan Ascue \_\_\_\_\_
3. Barbara Haag-Heitman \_\_\_\_\_

Signed: Lynne Conkling Benton Date: 11/2/2023

**Submit application to:**

Silvia Gransee  
City Clerk  
City of Key Colony Beach  
PO Box 510141  
Key Colony Beach, FL 33051

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**CITY OF KEY COLONY BEACH  
CITY COMMISSIONER APPLICATION**

**Acknowledgments:**

1. Accuracy of Information. I certify that the information provided in my Commission Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: Lynne Conkling Benton

Signature: *Lynne Conkling Benton*

Date: 11/2/2023

Application - Key Colony Beach City Commissioner  
Lynne Benton, 621 10<sup>th</sup> Street, Key Colony Beach, FL 33051

Dear Commissioners,

I am writing to explain why I would like to serve on the Commission, and express my commitment as a candidate for City Commissioner. It is an honor to be considered for this vital role, and I want to take this opportunity to share with you my vision for serving our community.

But before I do, I want you to know that I planned to run as a candidate next fall when several terms expired. By then, my schedule would be free and clear. I decided to submit my application now because I believe our great city is at an important crossroads, and believe my skills and experience could be helpful to navigate these uncertain waters. Although I just recently became a resident and registered to vote today in fact, my husband and I purchased property here in KCB in 2011. My husband has been a resident for many years, and we both have been coming to the Keys for about 6 months a year since 2010 when we purchased a property in Marathon. We feel very much a part of the KCB community, and the larger Marathon community of which I am a Rotary member.

Having purchased our property in KCB over 10 years ago, I have witnessed its evolution. I am proud of what the City has done, but I also recognize the challenges we face in the coming months, and years. As a City Commissioner, I am committed to working tirelessly to address these challenges, foster collaboration, and ensure that our residents feel like their city is one of the most desirable places to live in the Keys. Although I have not yet lived in KCB year-round, I believe, given the current political climate, this is advantageous because I have not aligned myself with any one group and as such, will approach decisions with objectivity.

My inherent nature and what I thrive on, is working with a dedicated, resourceful, open-minded team to solve problems, and synthesize great ideas into reality. Sometimes the best solution is not "A" or "B" but an outcome that can only be created when people work together. At the heart of effective problem solving is trust among the team members.

My platform is centered on five key principles:

1. **Economic Development:** I will advocate for smart and fiscally responsible development that incorporates the unique landscape and natural beauty of our City, while promoting a sense of community. The decisions the City makes in the coming months regarding City Hall are crucial, and will have a long-lasting effect on our City's sense of community. This is an opportunity for the Commissioners and City to demonstrate their commitment to our citizens.
2. **Community Engagement:** I believe in transparent, open, and accessible government. I will work to involve residents in decision-making processes, ensuring their voices are heard. I am committed to fostering an environment where everyone feels welcomed and valued. Even if the outcome is not as they wish, they will feel heard, understand the basis of the decision, and support the City's decisions. The City has done an exemplary job with the City's website, providing important information to our community.
3. **Public Safety:** The safety and well-being of our residents are paramount. I will support our dedicated law enforcement and first responders, while also focusing on community policing and crime prevention. Our neighborhoods should be places where families feel secure and businesses can thrive. Our City has done an excellent job in this area.
4. **Fiscal Responsibility.** I will advocate for fiscal responsibility, and a process where our citizens understand and support our financial budget before it is adopted. It is also

important that the appropriate staff is retained, they feel valued and supported, and are part of the decision-making process.

5. **Community Management.** I will advocate for a process where citizens can question rules affecting our citizens, in an open and collaborative environment. Again, while everyone will not agree, they will understand the basis for the rule and how it promotes the Commission's vision to be one of the most desirable cities in the Keys.

I strongly believe the collective whole working together, even with opposing viewpoints, is much more effective and powerful than individual, defensive, and divisive factions working to promote their own agenda. This is a crucial time for our City. With the appropriate Commission leadership, we can transform our city into one the most desirable City in the Keys.

Thank-you for taking your time to consider me as part of your team.

*Lynne Conkling Benton*

**Volunteer Work, Volunteer Board Positions, (dates as volunteer)**

Gallatin Charter School, Secretary (1992-1998)  
Rotary International, Treasurer (1994 – present)  
Toastmasters International, President (2002-2012)  
Community Mediation Center, Secretary, Treasurer, President (2002 – present)

**What special skills would you bring to this position?**

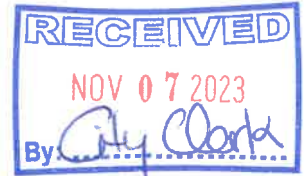
- Problem solving and collaboration. See below.
- Process development, planning, and implementation. Example: worked with Executive team to implement corporate reorganization of business processes.
- Financial and Project management. Examples: \$ 10 million engineering budget; \$ 1 million project for the department of defense; \$ 1 million trust fund; residential and commercial real estate; owner of engineering firm and law firm.
- Governing profit and non-profit organizations. Examples: non-profit, see above. For profit: Manager of \$ 10 million engineering department in Silicon Valley; Owner of engineering firm; owner of law firm.
- Understanding the legal system. Example: Legal representation defending the city of Bozeman, Montana in a \$ 3 million claim by a developer.
- Respect for confidential matters. Example: held top secret clearance and passed ethics evaluation
- Mediating disputes. Example: Creating an environment as a mediator where opposing parties in businesses disputes fashioned their own remedy, together, avoiding costly legal battles.

**Please list fields of work experience:**

Legal, engineering, mediation, teaching, financial management, corporate profit and non-profit governance.

**List any licenses and/or degrees (location and year):**

Electronic Engineer (Arizona 1976)  
Mediator (Montana 2002)  
Lawyer (California 2007)



# CITY OF KEY COLONY BEACH

## APPLICATION FOR CITY COMMISSIONER

OFFICE OF THE CITY CLERK  
 PO Box 510141  
 CITY OF KEY COLONY BEACH, FL 33051  
 TELEPHONE: (305) 289-1212  
 WEB: [www.KeyColonyBeach.net](http://www.KeyColonyBeach.net)

**\*\*It is not required to complete this application to be considered for the vacant Commission seat. Applicants may submit a letter of interest, resume, or any other appropriate format for consideration\*\***

Name: COLONELL DOUGLAS LEONARD  
(Last) (First) (Middle)

Address: 381 8TH STREET P.O. BOX 510754  
KEY COLONY BEACH FL 33051

Mailing Address (if different): \_\_\_\_\_

Business Address: \_\_\_\_\_

Occupation: BUILDER/DEVELOPER

Home/Cell Ph.: 410-382-4444 Work Ph.: \_\_\_\_\_

E-mail: DLC@Kingconstructioninc.com



Do you reside within the City limits?

Yes  No

• If yes, how long have you resided in the City of Key Colony Beach?

APRIL 2020 <sup>PURCHASED HOME</sup>

Do you own property in the City of Key Colony Beach?

Yes  No

Are you a Registered Voter in Key Colony Beach?

Yes  No

Have you ever served on a volunteer board/committee/commission or in a volunteer capacity before?

Yes  No

If yes, please indicate name of board/committee/commission and dates of service.

C. MARKLAND KELLY FOUNDATION

Why would you like to serve on this commission?

I WOULD LIKE TO HELP MY COMMUNITY

Do you plan on running for the seat in the next election of 2024?

Yes  No

What special skills would you bring to this position?

42 YEARS OF BUILDING CONSTRUCTION. BUSINESS MANAGEMENT AND CONSTRUCTION LAW BACKGROUND


Please list fields of work experience:

COMMERCIAL GENERAL CONTRACTOR - RESIDENTIAL DEVELOPMENT

List any licenses and/or degrees (location and year):

Local References (Please list 3):

1. MICHELLE KOBY KOBY MANAGEMENT
2. TOM BLYTHE BLYTHE POOLS
3. BOB BAUERSAETS TRANQUILITY BAY; GM

Signed:  Date: 11/7/23

**Submit application to:**

Silvia Gransee  
City Clerk  
City of Key Colony Beach  
PO Box 510141  
Key Colony Beach, FL 33051

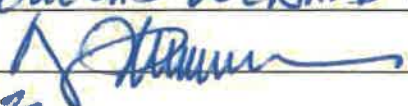
**OR**

[Cityclerk@keycolonybeach.net](mailto:Cityclerk@keycolonybeach.net)

**CITY OF KEY COLONY BEACH  
CITY COMMISSIONER APPLICATION**

**Acknowledgments:**

1. Accuracy of Information. I certify that the information provided in my Commission Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: DOUGLAS LEONARD COLONELL  
Signature:   
Date: 4/7/23

## Douglas L. Colonell

381 8<sup>th</sup> Street  
Key Colony Beach, Florida 33051  
Telephone No.: 410-382-4444.  
E-Mail: [dlc@kingconstructioninc.com](mailto:dlc@kingconstructioninc.com)

I wish to be considered for the open Key Colony Beach Commissioners position.  
I bring 40+ years of experience and wisdom which hopefully can be an asset to the community.

### Profile

My wife Lisa and I purchased our single-family home in Key Colony Beach in April of 2020. We own vacation property in Ocean City Maryland. We own a slip at the Boathouse. We came to the Keys during our college years to participate in a study of the lemon shark and never fully left. After college, I began building custom home developments including infrastructure (roads, utilities; etc.) My wife and I built a development/property management company which now owns several rental properties (Commercial and Residential). After selling my interest in a commercial construction company, we then founded our own commercial building company in September 1997 engaged with office building construction, shopping centers and public facilities in Maryland, Virginia, Delaware, Pennsylvania, Connecticut, New York, New Jersey and Washington DC. Most of our clientele are Fortune 500+ corporations or government agencies. Last year the company was sold and now Lisa and I have more time to play golf, fish and live the island dream! Lisa and I have been married for 40 years and we have 4 grown children and 6 grandchildren. I believe that in addition to my commercial contracting experience and general business background I have the skills necessary to be a valuable commission member. I believe that I have the experience and background to help the community. If elected, I look forward to serving the Board and the ownership of Key Colony Beach so that we continue to be the best community in the Florida Keys.

### Professional Experience

<u>Croker Potter Builders Inc.</u>	<u>Project Manager</u>	<u>1982</u>
<u>The Leapley Company</u>	<u>Contracts Manager, VP</u>	<u>1986</u>
<u>John Day Associates</u>	<u>Minority Owner</u>	<u>1989</u>
<u>King Construction, Inc.</u>	<u>CEO, Owner and President</u>	<u>1997</u>
<u>Bay Electric, Inc.</u>	<u>President &amp; Owner</u>	<u>2002</u>
<u>FHM Real Estate, LLC</u>	<u>Managing Director</u>	<u>1999</u>

## **Education**

High School: Loyola High School  
College: Salisbury University, Business Administration  
Towson University – Construction Law & Business Accounting  
University of Miami – Graduate Studies

## **Personal Information**

Past member of the Country Club of Maryland, Hillendale Country Club, The Building Congress and the Associated Builders & Contractors Association.  
I am a Florida resident and registered voter.

## **Interests & Charitable**

I like to travel, garden, golf and fish in the Florida Keys.  
Save Old Seven, St Jude's, Tunnel to Towers, Save the Pelicans are all causes Lisa and I support.

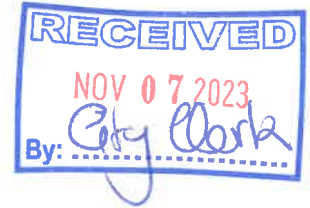


Douglas L. Colonell



Date

**APPLICATION FOR CITY COMMISSION**  
**CITY OF KEY COLONY BEACH**



1. **APPLICATION**  
**SUMMARY OF QUALIFICATIONS**
  
2. **LETTERS OF RECOMMENDATION:**
  - a. **SENATOR DEBBIE MAYFIELD**  
**Florida Senate District 19**
  
  - b. **RODNEY BARRETO Chairman Baretto Group**  
**Chairman of Florida Fish & Wildlife Conservation**
  
  - c. **STATE REPRESENTATIVE**  
**Alina Garcia, District 115**
  
  - d. **MONROE COUNTY SHERIFF**  
**RICK RAMSEY**
  
  - e. **PETER ROSASCO**  
**CPA Bishop, Rosasco & Co**
  
  - f. **MONROE COUNTY COMMISSIONER**  
**Jim Scholl**
  
  - g. **MAYOR JOSE "PEPE" DIAZ**  
**Former Chairman of Miami Dade County Commission,**  
**District 12**
  
  - h. **RON SAUNDERS**  
**Former State Representative**
  
  - i. **ED SWIFT**  
**Historic Tours of America, Inc., President.**
  
  - j. **GEORGE NEUGENT**  
**Former County Commissioner Monroe County**



# CITY OF KEY COLONY BEACH

## APPLICATION FOR CITY COMMISSIONER

OFFICE OF THE CITY CLERK  
PO BOX 510141  
CITY OF KEY COLONY BEACH, FL 33051  
TELEPHONE: (305) 289-1212  
WEB: [www.KeyColonyBeach.net](http://www.KeyColonyBeach.net)

**\*\*It is not required to complete this application to be considered for the vacant Commission seat. Applicants may submit a letter of interest, resume, or any other appropriate format for consideration\*\***

Name: DI GENNARO MARIO \_\_\_\_\_  
(Last) (First) (Middle)

Address: 390 13TH STREET

KEY COLONY BEACH

Mailing Address (if different): P.O. BOX 510141

KEY COLONY BEACH

Business Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Home/Cell Ph.: 305-975-7577 Work Ph.: \_\_\_\_\_

E-mail: mariokeys1212@bellsouth.net

Do you reside within the City limits?

Yes  No

• If yes, how long have you resided in the City of Key Colony Beach? 30 YEARS

Do you own property in the City of Key Colony Beach?

Yes  No

Are you a Registered Voter in Key Colony Beach?

Yes  No

Have you ever served on a volunteer board/committee/commission or in a volunteer capacity before?

Yes  No

If yes, please indicate name of board/committee/commission and dates of service.

PLEASE SEE ATTACHED SUMMARY OF QUALIFICATIONS

Why would you like to serve on this commission?

\* SEE ATTACHED SIGNATURE PAGE

Do you plan on running for the seat in the next election of 2024?

Yes  No

What special skills would you bring to this position?

EXTENSIVE EXPERIENCE IN GOVERNMENT LEADERSHIP.  
PLEASE SEE ATTACHED SUMMARY OF QUALIFICATIONS.

Please list fields of work experience:

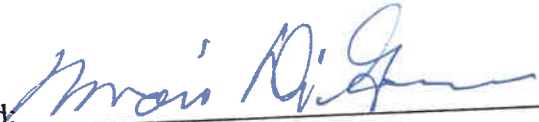
INTERNATIONAL & NATIONAL ENTREPRENEUR

List any licenses and/or degrees (location and year):



Local References (Please list 3):

1. MONROE COUNTY COMMISSIONER JIM SCHOU
2. MONROE COUNTY SHERIFF RICK RAMSEY
3. CPA PETER ROSASCO

Signed:  Date: 11/5/2023

**Submit application to:**

Silvia Gransee  
City Clerk  
City of Key Colony Beach  
PO Box 510141  
Key Colony Beach, FL 33051


**OR**

[Cityclerk@keycolonybeach.net](mailto:Cityclerk@keycolonybeach.net)

**CITY OF KEY COLONY BEACH  
CITY COMMISSIONER APPLICATION**

**Acknowledgments:**

1. Accuracy of Information. I certify that the information provided in my Commission Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: MARIO DIGENARO  
Signature:   
Date: 4/5/2023

\*

**Why Mario wants to serve on KCB Commission:**

I have been a resident of Key Colony Beach for over 30 years, and I love this City. I am presently retired and want to give back to KCB. My previous business and government experience and knowledge can be very beneficial to bringing our Community together and solving the various problems currently challenging our City. I very much want to be a part of the team that leads us forward and appreciate the consideration of the present Commissioners.

**MARIO DI GENNARO**  
**390 13<sup>th</sup> Street**  
**P.O. Box 510185**  
**Key Colony Beach, FL 33051**  
**(305) 975-7577**

**Summary of Qualifications for City Commissioner**  
**Key Colony Beach, FL**

**2006 – 2010: MONROE COUNTY COMMISSIONER, MAYOR AND VICE MAYOR**

August 2006: Appointed by Governor Jeb Bush to fulfill the remaining term of  
Commissioner David Rice  
2006 Election: Commission seat for 4-year term  
2006-2007: Appointed as Mayor  
2007-2008: Appointed as Vice Mayor  
2008-2009: Commissioner  
2009-2010: Appointed as Mayor

**2006 – 2010: COMMITTEES AND BOARDS SERVED**

- Tourist Development Council--Chairman
- Marathon Airport Master Plan Advisory
- Marathon Airport AD HOC Committee
- South Florida Water Management District Advisory Board
- Lower and Middle Keys Fire Ambulance Taxing District
- Small County Coalition
- Value Adjustment Board
- Industrial Development Authority
- South Florida Regional Planning Council

**2006-2010: REPRESENTATION/LIASON APPOINTMENTS BOCC**

- Wastewater Issues
- Florida Commission of Veterans Affairs
- Florida House of Representatives – Rep. Ron Saunders
- Florida Senate – Senator Larcenia Bullard

**ENACTED LEGISLATION AND SPONSORED RESOLUTIONS**

**2007:** Endorsed US Mayor's Climate Protection Agreement  
Rs. 235-2007  
Support of DOC Septic Tank Conversion to Cistern programs/  
Resolution # 26-2007

**2008:** Support of Telemedicine utilizing advanced technology to improve healthcare  
and health education to Florida rural communities Res.# 3073- 2008

Support for Florida Keys Scenic Busway Corridor Alliance for National Designation as ALL AMERICAN ROAD awarded 2009. Res.110-2008

2008: Resolution of support to negotiate with FEMA to save downstairs enclosures, Res, # 513-2008

2009 -2010:

Resolution to support the renaming of Federal Courthouse in Key West to SIDNEY M. ARONOVITZ UNITED STATES COURTHOUSE- federal legislation filed by Congresswoman Ros-Lehtinen. Res.# 202-2009

Local preference bidding ordinance (contractor/ service providers) Res.# 053-2009

Interlocal agreement with City of Marathon to provide contractor examining board services (2009)

2010: Instrumental in negotiations for the completion of the KEY WEST AIRPORT

**ACCOMPLISHMENTS 2006 -2010 -- BUILDING STRONG CONSENSSES AND RELATIONSHIPS WITH COUNTY, STATE AND FEDERAL LEADERS FOR THE FOLLOWING:**

Wastewater: Worked vigorously at State and Federal level to obtain additional wastewater funding for county wide projects. Initially had 50 million for 4 years. Successfully received 200 million State funding to be revolving and extended completion.

Gulf Oil Spill Economic Recovery Task Force: Was the Governor's FIRST APPOINTEE on the Task Force. Obtained \$400,000 in TDC funds for positive advertising for the Florida Keys during the oil spill due to negative press releases for tourism. Successful in opening BP Local Claims Offices throughout the Keys

Middle Keys Hospital Crisis: Leadership in solving the Middle Keys Hospital Crisis by supporting private investments instead of increasing the tax burden.

Vandenberg May 27, 2009: The second largest artificial reef worldwide. Lobbied for Local and Statewide Funding. Approximately 8.3 million came from the Florida Governor's office and Monroe County to sink the Vandenberg, which has proven to be both a tourist and environmental success. (The Gen. Hoyd S. Vandenberg retired in 1983 a former military troop transport and missile tracking ship, 522 feet length, is the second largest vessel to be sunk for the purpose of recreational diving and fishing to take pressure from surrounding natural coral reefs, to create marine habitat and increase marine life population, to boost the economy, provide a platform for education and research and preserve the history and heritage of the vessel.)



## THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

### COMMITTEES:

Rules, *Chair*  
Appropriations Committee on Agriculture, Environment,  
and General Government  
Banking and Insurance  
Environment and Natural Resources  
Ethics and Elections  
Fiscal Policy

### JOINT COMMITTEE:

Joint Legislative Budget Commission

**SENATOR DEBBIE MAYFIELD**  
19th District

November 1, 2023

To Whom it May Concern:

I have known Mario Di Gennaro for many years. My late husband, Representative Stan Mayfield, worked with him when he was Mayor and Commissioner for Monroe County. Together they worked diligently for state funding and to provide legislation for the wastewater facility to protect the Keys waterways. Monroe County received \$200 million dollars and all municipalities, including Key Colony Beach, received their fair share.

Mr. Di Gennaro was the first one to be appointed by the Governor to the Economic Recovery Task Force for the State of Florida during the nation's most devastating BP oil spill disaster. Approximately \$700 million was secured for the county due to the loss of local business caused by the disaster.

Being an avid diver Mr. Di Gennaro was approached to help raise funds for the sinking of the Vandenberg. He raised approximately \$5.5 million to sink this great ship off Key West which now is one of the most admired tourist attractions and one of the greatest artificial reefs in the world.

I consider Mr. Di Gennaro a friend and my office is always open to assist him. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Debbie Mayfield".

Debbie Mayfield  
*Chair, Senate Committee on Rules*  
*Florida Senate District 19*

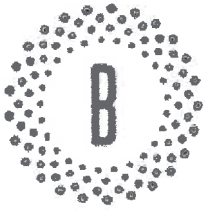
### REPLY TO:

- 900 East Strawbnidge Avenue, Melbourne, Florida 32901 (321) 409-2025
- 400 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5019

Senate's Website: [www.flsenate.gov](http://www.flsenate.gov)

**KATHLEEN PASSIDOMO**  
President of the Senate

**DENNIS BAXLEY**  
President Pro Tempore



November 2, 2023

Mario di Gennaro  
Key Colony Beach, FL

Dear Mr. Di Gennaro,

Congratulations on your decision to continue your public service in Key Colony Beach. It was always a pleasure Collaborating with you during your tenure as Commissioner and Mayor of Monroe County. I take great pride in our joint efforts, particularly in the Vandenberg project, which has evolved into a thriving tourist attraction for divers in Key West. Our work on the legislation and initial funding allocation of \$200,000 million for the Wastewater project in the county undoubtedly contributed to enhancing the lives of Monroe County residents.

In our past collaboration, both during my previous role and my current position as Chairman of the Florida Fish and Wildlife Conservation Commission, I have consistently admired your professionalism and transparency. I have always cherished my visits to Key Colony Beach and find the island to be captivating. The community's charm and the serene atmosphere are delightful. Please know you can always count on my support and assistance whenever you need it.

Your achievements in the private sector, combined with your compassion, dedication to the community, and extensive experience are invaluable assets. Your future contributions to Key Colony will be instrumental to furthering the community's growth and prosperity. The residents of Key Colony Beach will be fortunate to have you.

Sincerely,

Rodney Barreto  
Chairman  
Barreto Group, Inc.

235 Catalonia Avenue  
Coral Gables, FL 33134  
Ph. 305.444.4648



**The Florida House of Representatives**  
**Representative Alina Garcia**  
**District 115**

To whom it may concern:

I want to recommend Mario Di Gennaro for Commissioner of Key Colony Beach.

I have known Mario for more than 20 years. He is an honorable, dedicated, hardworking man that will always help move Key Colony forward. He is a great husband, father and grandfather.

Some Years ago Mario served as Monroe County Mayor and Commissioner. He was a very effective public servant.

Mario was appointed by the then Governor to the Gulf Spill Recovery Task Force for the State of Florida. His work was vital in the recovery of hundreds of millions of dollars for Monroe County.

Mario also spearheaded legislation for wastewater and was able to receive an allocation of 200mil from the State of Florida for Monroe County and its municipalities.

Mario also worked very hard to obtain affordable housing units and was able to deliver 1500.

It would be an honor to work with Mario Di Genaro once again. Mario is a no nonsense get things done person. Mario Di Genaro is a patriot and will make a great Key Colony Beach Commissioner if afforded the opportunity. I support Mario without reservation and will always be Mario's ally in Tallahassee.

Sincerely

**Alina Garcia**

Alina Garcia  
State Representative

District Address

7380 SW 48 Street  
Miami, Florida 33155

Tallahassee Address

402 South Monroe Street  
Tallahassee, Florida 32399-1300

(850) 717-5115



# MONROE COUNTY SHERIFF'S OFFICE

RICHARD A. RAMSAY, SHERIFF

---

October 31, 2023

To whom it may concern:

I have known Mario Di Gennaro for twenty years and have seen his dedicated work and his positive results while he was appointed and serving Monroe County Board of County Commissioners.

Mario was a strong petitioner and worked hard to bring millions of dollars to Monroe County. He collaborated very closely with public safety as needs arose and was a leader in the support and continued operation of Trauma Star.

Mario was able to work well with others while on the Commissioners Board and gathered enough support to be voted by his peers to be the Mayor of Monroe County. He had a vast knowledge and helpful relationships with decision-makers throughout the State and in Tallahassee, which is so important.

Mario Di Gennaro possesses the knowledge, ability and experience to act and serve as a Commissioner once again should he be selected. As I am unaware of other persons who may be considered for the vacant position, I cannot make any comparisons. I know that you will evaluate each candidate fairly and will make the decision that is best for Key Colony Beach.

Thank you for your time and consideration in this important selection.

Sincerely,

Rick Ramsay  
Sheriff of Monroe County





Dennis M. Bishop, CPA (ret)  
Rita A. Couch, CPA  
Linda K. Johnson, CPA



Peter L. Rosasco, CPA  
Donna M. Hoffman, CPA  
James O. Taylor, CPA

November 5, 2023

To Whom it may Concern.

Re: Mario Di Gennaro

It is with great pleasure that I provide a reference for Mario Di Gennaro. I have known Mario for over 20 years and during that time have witnessed him successfully pursue his business interests and demonstrate his love for the Florida Keys through his many community service accomplishments—including his term on the Monroe County Commission.

Mario is an accomplished team builder and problem solver. His ability to set realistic goals and to work in a team environment until the goals are reached is something I've seen him do on various occasions at the Local, State & Federal levels.

One specific example is his handling of the Key West International Airport Expansion Project. This was a very complex project that was mired in controversy and confusion with a strong possibility of litigation, time delays and cost overruns—until Mario got involved. Mario was able to bring County Staff and the various Contractors together and get them to cooperate to solve the many difficult issues that were threatening the success of the project. Ultimately, the project was completed on time and within budget.

Mario was instrumental in bringing over \$200,000,000 in State funding to the Keys to build our Wastewater treatment facilities County-wide. After the BP Oil spill, Mario was appointed by Governor Crist to the BP Task Force with the result of hundreds of millions of dollars in funding to offset the potential damages to Monroe County businesses, non-profits and Governments.

These are but three of the many accomplishments I've watched Mario achieve and I believe he will be a valuable member of the City of Key Colony Beach Commission should he be selected to serve in that capacity.

Sincerely,

Peter Rosasco, CPA

---

8085 Overseas Hwy  
Marathon, FL 33050  
(305) 743-6586  
(305)743-0726 Fax

# KCB Letter of Support

Mario,

Attached please find the letter of support. Best of luck!

Jim

**Jim Scholl**

Monroe County Commissioner

District 3

530 Whitehead Street, Suite 102

Key West, FL 33040

Scholl-jim@monroecounty-fl.gov

(305) 292-3430 (Office)

(305) 304-4379 (Cell Phone)



31 October 2023

From: Jim Scholl

To: Key Colony Beach Commission

Via: Mario Di Gennaro

RE: Letter of support for appointment to the KCB Commission

Mario Di Gennaro and I met in 2007 when I served as Key West City Manager. Mario was a member of the Monroe County Commission at the time. The City and the County coordinated on a number of mutually beneficial projects and emergency response efforts. Mario's business background, ability to establish relationships and positively influence processes greatly enhanced our successes. His keen focus on the successful outcome of the local governments efforts was clearly recognized and appreciated by everyone involved.

Mario joined the County Commission during the extended Hurricane Wilma recovery efforts. His networking with Local, State and Federal officials improved all local government entities ability to effectively recover and secure FEMA reimbursement for the incurred costs.

Mario was instrumental in the effort to sink the artificial reef ship the USNS Vandenberg. The sinking of the ship off Key West would not have happened without Mario Di Gennaro's leadership in securing necessary TDC funding. The ship was successfully sunk on May 27, 2009, and remains the most popular dive destination in the Florida Keys.

Mario was on the County Commission and actively involved with the Deepwater Horizon Oil Spill disaster response and recovery efforts. He worked tirelessly to secure funding from the responsible parties to compensate our local tourist-based businesses and fishermen for lost revenue as a result of the spill. Mario knows the Florida Keys. He knows the economy and its relation to our world class fragile environment. He knows how to communicate all the way to Washington DC when necessary to make sure the Keys are properly supported. I have no doubt he will be a dedicated and valuable member of the Key Colony Beach Commission and I look forward to working with him again.

Please feel free to contact me if you have any questions.

Sincerely,

Jim Scholl

Monroe County Commissioner

District 3

[Scholl-jim@monroecounty-fl.gov](mailto:Scholl-jim@monroecounty-fl.gov)

(305-292-3430)

**Mayor Jose “Pepe” DIAZ**

**From 2002-2023 Mayor Diaz served as a Commissioner on the Board of County Commissioners, District 12, Miami Dade County.**

**His career culminated in serving as the Chairman from 2021-2022.**

**He and his family reside since 1968 in SWEETWATER.**



## City of Sweetwater

November 3, 2023

City of Sweetwater

Mayor Jose "Pepe" Diaz

500 SW 109 Avenue

Miami, Florida 33174

To Whom It May Concern,

I am writing this letter to highly recommend Mario Di Gennaro for an appointment in The City of Key Colony, Florida. Mario has been an exceptional public servant and a true asset to the Monroe and Key Colony community for many years.

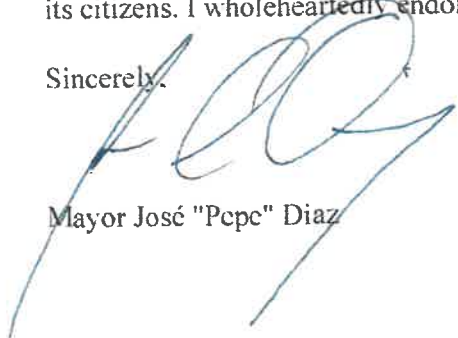
During his time in office, Mario has consistently demonstrated a deep commitment to the well-being of his residents. He has worked tirelessly to address important issues, promote economic development, and improve the quality of life for all our citizens.

Mario's leadership qualities are truly admirable. He is a dedicated and innovative individual who has shown a remarkable ability to bring people together, find common ground, and implement effective solutions. His approach to governance is characterized by transparency, accountability, and a genuine desire to listen to the concerns of our community.

Mario's accomplishment in public service is undeniable. He has a proven track record of making tough decisions, even in challenging times, to ensure prosperity and harmony for all. Mario and I have tackled many issues together and always were very successful in those accomplishments.

I believe Mario Di Gennaro is not only the best possible person to be appointed to help The City of Key Colony but also a testament to his outstanding leadership and unwavering commitment to its citizens. I wholeheartedly endorse his appointment to your great City.

Sincerely,



Mayor José "Pepe" Diaz

500 S.W 109<sup>TH</sup> Avenue, Sweetwater, Florida 33174-1398 Phone: 305-221-0411 Fax: 305-221-2541



## LETTER OF RECOMMENDATION

I write to recommend former Monroe County Mayor Mario Di Gennaro for appointment to the Key Colony Beach City Commission.

While I served as a state legislator representing the Keys, Mario worked closely with me to obtain millions of dollars in state funds for constructing much-needed sewer system for Monroe County.

I believe that Mario's experience as a Monroe County Commissioner and success as a businessman would be beneficial to Key Colony Beach, where he has been a resident for many years.



Ron Saunders

email- ronesaunders@comcast.net



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Email: [hcasas@historictours.com](mailto:hcasas@historictours.com)

November 6, 2023

To Whom It May Concern:

Mario DiGennaro served as a County Commissioner for 4-1/2 years. He eventually became Mayor of Monroe County. His work on wastewater and on affordable housing was commendable.

In particular, he helped us achieve 1,500 affordable units in the Keys.

Another project he was integral in making happen was the sinking of the Vandenburg to become an artificial reef which over the years has become an important reef for restoring our marine habitat.

I've known Mario for over 20 years and during this time he has been a tireless private citizen and an accomplished public servant.

Most sincerely,

Edwin O. Swift, III  
President

**From: Susan Neugent gneugent.gn@gmail.com**  
**Subject: Council member seat**  
**Date: Nov 7, 2023 at 2:18:22 PM**  
**To: mariokeys1212@bellsouth.net**

---

The City of Key Colony Beach  
David Turner, City Manager

I Have known and worked with Mr. Mario DeGenario while on the Monroe County Commission. While serving on the Monroe County Commission Mr. DeGenario served as Mayor and numerous committees e.g., the Gulf Consortium during the Deep Water Horizon tragedy and was instrumental in bringing back millions of dollars back to Monroe County. Mr. DeGenario had a terrific relationship with then Governor Charlie Christ which benefitted the county of millions of wastewater Grant dollars.

Mr. DeGenario was a terrific representative for the County and the municipalities within Monroe County and I'm sure he would do the same for the Great City of Key Colony Beach as a council member.

I would recommend that he be given great consideration for the councilmember seat that is being considered.

Kindest of regards, I remain

Sincerely,

George Neugent, County Commissioner (retired)

ent from [Mail](#) for Windows



# City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone# 305-289-1212 • Fax# 305-289-1767



## CITY OF KEY COLONY BEACH - CITY COMMISSIONER OATH OF OFFICE

"I do solemnly swear, that I will support, protect, and defend the Constitution and Government of the United States, and of the State of Florida, against all enemies, domestic and foreign, and that I will bear true faith, loyalty, and allegiance to the same, and that I am entitled to hold office under the Constitution, and that I will faithfully perform all duties as a member of the City Commission of the City of Key Colony Beach on which I am about to enter, so help me God."

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

### **Sec. 2-1. - Oath of office.**

Each city official, whether elective or appointive, shall, before entering upon the discharge of the duties of office, take and subscribe the following oath before a notary public, or any officer authorized to administer oaths in Florida, to wit: "I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, and of the State of Florida, against all enemies, domestic and foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution, and that I will faithfully perform all the duties of the office of (mayor, city clerk, etc.) of Key Colony Beach on which I am about to enter, so help me God." The oath of office shall be filed with the city clerk and kept and preserved as a part of the records of the city.

(Ord. No. 353-2003, 2-13-03)



# City of Key Colony Beach Proclamation



**WHEREAS**, Commissioner Ron Sutton was a passionate public servant, a former Mayor, Vice-Mayor, Commissioner, and friend to the City of Key Colony Beach for 20 years; and

**WHEREAS**, Commissioner Ron Sutton was a devoted husband to his beloved wife of 56 years, Kitty Sutton, and together they raised a family of 4 children, 18 grandchildren, and 2 great-grandchildren; and

**WHEREAS**, Commissioner Ron Sutton was known as a loving family man, successful businessman and respected leader with a big heart; and

**WHEREAS**, Commissioner Ron Sutton provided strong leadership in the aftermath of Hurricane Irma, working hand-in-hand with residents and staff to bring the City back from destruction; and

**WHEREAS**, Commissioner Sutton spent many mornings driving the streets of the City to talk to residents, listening to their concerns; and

**WHEREAS**, Commissioner Sutton stopped by City Hall every day to greet City staff and always acknowledged everyone’s birthday; and

**WHEREAS**, Commissioner Sutton’s work ethics and loving heart made him an exceptional leader; and

**WHEREAS**, Commissioner Sutton led an impactful life and was a valued advocate for our City for 20 years, and whose legacy will not be forgotten but live on forever.

**NOW, THEREFORE, BE IT RESOLVED** that the City Commission of the City of Key Colony Beach, Florida, hereby proclaims every second day of October of each and every year, as

### **“Ron Sutton Day”**

in the City of Key Colony Beach and expresses appreciation for his tireless work to serve the residents of the City of Key Colony Beach.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Key Colony Beach, Florida to be affixed this **16<sup>th</sup> day of November 2023**.

**City of Key Colony Beach, Florida**

\_\_\_\_\_  
Beth Ramsay-Vickrey, Mayor Pro-Tem

(City Seal)  
Attested: \_\_\_\_\_  
Silvia Gransee, City Clerk

# MNUTES

## KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, October 19, 2023 – 9:30 am

Key Colony Inn Banquet Room, 700 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

**1. Call to Order, Pledge of Allegiance, Prayer, Rollcall:** Mayor Pro-Tem Ramsay-Vickrey called the Key Colony Beach City Commission Regular Meeting and Public Hearing to order at 9:30 am followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Pro-Tem Ramsay Vickrey, Commissioner Tom Harding, Commissioner Joey Raspe, Commissioner Freddie Foster. **Also Present:** City Administrator Dave Turner, Assistant Fire Chief Mike Card, Building Official Lenny Leggett, Building Assistant Karl Bursa, City Attorney Dirk Smits, Code Enforcement Officer Barry Goldman, Police Corporal Jamie Buxton, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.

Public Attendance: 7

**2. Agenda Additions, Changes & Deletions:** City Clerk Silvia Gransee asked for the addition of the September 21<sup>st</sup>, 2023, City Commissioner Regular Meeting minutes under item 7 (f) and the correction of a scrivener's error on Item 13 (c) to Item 13 (b). Commissioner Harding asked for the addendum of the Treasurer's report under item 11 (a) and the updated Wastewater report under item 11(a) (i). Commissioner Raspe asked for the addition of a discussion and agreement on declaring October 2<sup>nd</sup> Ron Sutton Day and the drafting of a corresponding Proclamation. The Commission agreed. Commissioner Foster asked City Attorney Smits for guidance on a Resolution on the re-naming of Marble Hall in honor of Commissioner Sutton. Mayor Pro-Tem recalled past support for the renaming of the new City Hall in honor of Commissioner Sutton and asked City Attorney Smits to follow up on the suggestion. The Commission agreed on the drafting of a Proclamation by City Clerk Gransee.

### **3. Special Request**

**a. Proclamation for the support of Red Ribbon Week October 23-31, 2023:** Mayor Pro-Tem Ramsay-Vickrey read the Proclamation in Support of Red Ribbon Week.

**b. Special Request by Havana Jack's for extended music hours for the night of December 31<sup>st</sup>, 2023:** City Administrator Turner spoke on the agenda item and informed that identical requests were approved in the past. Mayor Pro-Tem asked for a motion.

**MOTION:** Motion made by Commissioner Foster to approve the request. Mayor Pro-Tem Ramsay-Vickrey asked for a second. Commissioner Raspe seconded the motion.

**DISCUSSION:** Commissioner Harding asked for clarification on the extension of hours. Havana Jack's Manager Lisa Ferrante confirmed the event to end at 1:00 am. The Commission agreed.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**4. Announcement of Commencement of Closed Attorney/Client Session pertaining to 'Laurie Swanson vs. Key Colony Beach' Case No. 23-CA-000205-M; per FS 286.011 (8):** City Attorney Smits announced the commencement of the closed meeting pertaining to Florida Statutes. All public meeting attendees and staff vacated the meeting room. Remainder attendees were City Attorney Smits, Mayor Pro-Tem Ramsay-Vickrey, Commissioner Harding, Commissioner Raspe, Commissioner Foster, and City Administrator Turner. A court reporter was in attendance via Zoom.

The closed meeting started at 9:37 am.

**5. Re-opening of Special Meeting and Termination of Closed Session:** The closed meeting ended at approximately 10:10 am.

The Regular City Commission Meeting readjoined at 10:16 am.

**6. Citizen Comments and Correspondence:** City Clerk Gransee informed of not having received citizen correspondence.

Mayor Pro-Tem Ramsay-Vickrey asked for public comment.

Joe Schmitt, 430 4<sup>th</sup> Street, spoke to the Commission on registered voters and recall petitions.

### **7. Approval of Minutes**

- a. September 7, 2023 - First Budget Public Hearing Minutes
- b. September 7, 2023 - Special Meeting to fill vacant seats on the Utility Board Meeting Minutes
- c. September 20, 2023 - Townhall Meeting for public input on the relocation of the tennis courts
- d. September 21, 2023 - Second/Final Budget Public Hearing
- e. September 21, 2023 - City Commission Public Hearing
- f. (addendum) September 21, 2023 - City Commission Regular Meeting

Mayor Pro-Tem Ramsay-Vickrey asked for any additions or corrections to the minutes. There were none. Mayor Pro-Tem Ramsay-Vickrey accepted the minutes as written.

### **8. Committee and Department Reports**

- a. **Marathon Fire/EMS:** Marathon Assistant Fire Marshal Card gave his monthly report to the City Commission and informed on emergency calls for the city. Assistant Fire Marshal Card informed that the Village of Islamorada received the first emergency vessel from the State and other municipalities to be on the waiting list. The Assistant Fire Marshal updated on a new 10-minute CPR course, available to the public, to raise awareness on the importance of first aid training. Assistant Fire Marshal Card informed that the full CPR course takes 8 hours with a certificate upon course completion. Assistant Fire Marshal Card confirmed to send information for the city to publish. Assistant Fire Marshal Card further informed on State grants to provide monetary support for personnel to be dedicated for vessel calls. Assistant Fire Marshal Card explained staffing difficulties and the continued efforts to obtain support from the State.
- b. Police Department – Chief DiGiovanni
- c. Building Department – Building Official Leggett
- d. Public Works – Public Works Department Head Guarino
- e. City Clerk – City Clerk Gransee
- f. Code Enforcement Officer – Code Officer Goldman
- g. Beautification Committee
- h. Planning & Zoning Board
- i. Recreation Committee
- j. Utility Board

There were no Commissioner questions on staff reports.

### **9. City Administrator Items for Discussion/Approval**

**a. Discussion/Approval of an Interlocal Agreement between the City of Key Colony Beach and the City of Marathon for the extension of services for the delivery of Emergency Medical & Fire Rescue Services.**

City Administrator Turner updated on the interlocal agreement for fire and EMS services with the City of Marathon. City Administrator Turner informed that the agreement on fees changed from \$550,000 to \$700,000 and it to be the Commission's prerogative to approve the new agreement. The City Administrator Turner stated that the fee change was made after the millage was set and the increase in fees needs to be budgeted. City Administrator Turner declared that the City of Marathon provides a great service to the City of Key Colony Beach and recommended approval for a one-year contract. City Administrator Tuner asked to meet with each Commissioner individually to look at options to be prepared for next year's budget season.

City Administrator Turner presented his suggested budget cut in the amount of \$61,000 for the contract on City Park maintenance and for the maintenance to be continued in-house. Mayor Pro-Tem asked for a head-nod from the Commission on agreement. All Commissioners gave a head-nod.

City Administrator Turner asked about the suggested budget cut for the city's Lobbyist. Mayor Pro-Tem Ramsay-Vickrey stated to have been impressed by City Administrator Turner's and Commissioner Harding's work in grant money and expressed disappointment with the current lobbyist firm. Mayor Pro-Tem Ramsay-Vickrey suggested cutting the contract for the current year and to look at potential new candidates for the city. Mayor Pro-Tem Ramsay-Vickrey asked for a head-nod from the Commission to cut the lobbyist service in the amount of \$51,600. All Commissioners gave a head-nod in support of the cut.

City Administrator Turner asked about possible budget cuts for miscellaneous legal items in the amount of \$41,000. Mayor Pro-Tem Ramsay-Vickrey stated her thoughts for the city charter to be antiquated and cause for current legal problems and gave support for keeping the money in the budget.

Commissioner Harding stated agreement with the two recommended budget cuts and to take the remainder deficit in the amount of \$37,400 from the rollover budget.

Commissioner Foster recommended to cut the budget item and to have City Attorney Smits give individual cost assessments if needed.

Commissioner Raspe agreed with the cut for legal items and gave concern for substantial increases in fire and EMS services in the next year.

City Attorney Smits explained that smaller amounts of code work can be done, and authorization can be given on a case-by-case basis.

The Commission agreed.

City Administrator Turner clarified the items to be cut to be the contract on city parks maintenance, lobbyist, and items for legal work, and for there to be no large capital purchases in the next year. The Commission agreed.

**b. Request for approval to hold a Townhall meeting for Fiber Optic Services:** City Administrator Turner spoke on the agenda item and asked the City Commission for a directive to hold a Townhall meeting for residents to be able to ask questions and to be informed on the 'Smart City' topic. City Administrator Turner informed on supported devices, prices, and available additional service. The Commission agreed to go forward with the Townhall meeting. City Administrator Turner stated to reach out to the representative.

**c. Approval of quotes for purchase of playground equipment for 1<sup>st</sup> Street**

- a. Quote No. 0267628 by Superior Recreational Products in the amount of \$27,465.55 for the purchase of a shade structure
- ii. Estimate No. 51901 by Lanier Plans, Inc. dba KorKat, in the amount of \$54,522.00 for the purchase of new playground equipment

City Administrator Turner informed that the grant was awarded in July and asked for approval from the City Commission to proceed with the project.

**MOTION:** Motion made by Commissioner Raspe to approve. Mayor Pro-Tem Ramsay-Vickrey asked for a second. Commissioner Foster seconded the motion.

**DISCUSSION:** City Administrator Turner clarified the permitting process for the city to be same as a private resident. The Commission confirmed for both quotes to be included in the approval.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

## **10. Items for Discussion/Approval**

**a. Review of December City Commission meetings:** City Attorney Smits clarified the requirements of the Organizational Meeting to be held at the first regular meeting of the month in December which is held on the 3<sup>rd</sup> Thursday. Commissioner Harding recalled a prior approval by the City Commission to move the City Commission meeting to December 14<sup>th</sup>. Mayor Pro-Tem Ramsay-Vickrey agreed. City Attorney Smits stated to verify the change.

## **11. Secretary-Treasurer's Report**

**a. September 2023 Financial Summary:** Commissioner Harding gave his September report in his position as the Secretary-Treasurer. Commissioner Harding reported on the addendum that was published on Monday and informed on the monthly budget including income, expenses, and statements of accounts, as well as a positive year-end rollover. Commissioner Harding thanked the staff and complimented City Administrator Turner on his work. Commissioner Harding continued reporting on the overall year-end balance and gave his report on Wastewater. Commissioner Harding reported on electricity costs and suggested for the Utility Board to look into alternative options including solar energy. Commissioner Harding reported on overall wastewater expenses including operating costs and capital expenditures, and for the net-negative income to be pulled from reserve funding. Commissioner Harding informed on Stormwater expenses and revenues, and that State of Florida grants have been used to offset expenses.

Commissioner Harding had no updates on the City Hall finance proposal.

Mayor Pro-Tem Ramsay-Vickrey asked for a head-nod from the Commission to ask the Utility Board to investigate alternate power options including solar options through grant funding. The Commission agreed.

**b. Approval of Warrant 0923 in the amount of \$493,520.20:** Mayor-Pro Tem Ramsay-Vickrey asked for a motion to approve.

**MOTION:** Motion made by Commissioner Harding to approve the warrant. Mayor Pro-Tem Ramsay-Vickrey asked for a second. Commissioner Foster seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

## **12. City Attorney's Report**

**a. Explanation of procedures for filling vacant commission seat and invitation to apply:** City Attorney Smits explained the procedures for filling the vacancy on the City Commission. City Attorney Smits explained that the Commission has 45 days to fill the vacancy with a deadline of November 24<sup>th</sup>. City Attorney Smits further informed that the City Commission has six month to hold a special election if no agreement can be found by that date. City Attorney Smits talked on the application that was included in the agenda packet and clarified that applications can be made in any form. City Attorney Smits informed for the application period to end November 3<sup>rd</sup> and the Commission's prerogative to accept applications at their will.

Commissioner Raspe agreed with the setting of a deadline but disagreed with the date of November 3<sup>rd</sup>.

Mayor Pro-Tem Ramsay-Vickrey explained her decision on having November 3<sup>rd</sup> as the designated deadline for applications. City Clerk Gransee confirmed to publish the application online. Commissioner Foster agreed with a deadline of November 10<sup>th</sup> and asked for the deadline to be non-binding. City Attorney Smits confirmed. City Clerk Gransee informed to be able to accept submissions until November 9<sup>th</sup> at the end of business to be included in the agenda packet. The Commission agreed.

Commissioner Foster asked for clarification on voting requirements. City Attorney Smits confirmed the requirement of a Key Colony Beach registered voter. City Clerk Gransee confirmed to re-post an updated application and notice on the website. City Attorney Smits recommended to hold interviews with applicants in a public meeting due to Sunshine Law requirements. City Attorney Smits further clarified that long-term renters and property owners are eligible to apply for the vacant Commission seat.

Mayor Pro-Tem Ramsay-Vickrey asked to add the question of running for the seat at the next election. City Clerk Gransee confirmed.

### **13. Ordinances & Resolutions**

**a. SECOND/FINAL Reading of Ordinance No. 2023-487:** An Ordinance of the City of Key Colony Beach, Florida Amending Chapter 101, Article VII of the Land Development Regulations of the City of Key Colony Beach, Florida to Enact Regulations Relating to Protection of Sea Turtles; Specifically Amending Article III “Environmental and Drainage Regulations”, Sections 101-79 through 101-92 "Reserved" to Establish Regulations Related to Sea Turtle Nesting Protection; Providing for the Repeal of all Ordinances or Parts Thereof Found to be in Conflict; Providing for the Repeal of all Code Provisions and Ordinances Inconsistent with this Ordinance; Providing for Severability; Providing for Inclusion In the Code; and Providing for an Effective Date.

- i. Ordinance 2023-487: Protection for Sea Turtles
- ii. Proof of Publication: Included in agenda packet.
- iii. Impact Statement: Included in agenda packet and published on the city website.

Mayor Pro-Tem Ramsay-Vickrey gave the second and final reading of Ordinance No. 2023-487 and asked for a motion to approve.

**MOTION:** Motion made by Commissioner Raspe to approve the ordinance. Mayor Pro-Tem Ramsay-Vickrey asked for a second. Commissioner Foster seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval. The Ordinance was adopted.

**b. SECOND/FINAL Reading of Ordinance No. 2023-488:** An Ordinance of the City of Key Colony Beach, Florida, Amending Article III, Chapter 101 of the Land Development Regulations Related to Reduction of Setbacks for Residential Pools; specifically amending Sections 101-13 and 101-26 of the Land Development Regulations to Provide for Reduced Setbacks for Pools Within The R-2b Zoning District; Providing for the Repeal of all Ordinances or Parts Thereof Found to be in Conflict; Providing for Severability, Repeal, and Codification in the Code of Ordinances; and Providing for an Effective Date.

- i. Ordinance 2023-488: Amendment for Pool Side Setbacks
- ii. Proof of Publication: Included in the agenda packet.
- iii. Impact Statement: Included in the agenda packet and published on city website.

Mayor Pro-Tem Ramsay-Vickrey provided the second and final reading of Ordinance No. 2023-488 and asked for a motion to approve.

**MOTION:** Motion made by Commissioner Raspe to approve. Mayor Pro-Tem Ramsay-Vickrey asked for a second. Commissioner Foster seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval. The Ordinance was adopted.

**c. RESOLUTION 2023-16:** A Resolution of the City Commission of the City of Key Colony Beach, Florida, adopting the Monroe County Multi-Jurisdictional Program for Public Information, providing new comprehensive outreach strategy options for the distribution of Flood Hazard information to Residents and Non-Residents and providing for an effective date.



Mayor Pro-Tem Ramsay-Vickrey provided the reading of Resolution 2023-16. Building Assistant Karl Bursa talked on the purpose of the resolution and explained the importance of the Community Rating System (CRS) and related credits. Commissioner Harding complimented Building Assistant Bursa on his presentation and gave additional comments on the County's Program for Public Information. Commissioner Harding informed on the intention of the program to save lives and protect properties and continued reading parts of the document informing on flood hazards, climate change, and repetitive loss properties in the city.

Building Assistant Bursa confirmed the requirement of carrying flood insurance in addition to a wind policy.

Mayor Pro-Tem Ramsay-Vickrey asked for a motion to approve Resolution 2023-16.

**MOTION:** Motion made by Commissioner Harding to approve the resolution. Mayor Pro-Tem Ramsay-Vickrey asked for a second. Mayor Pro-Tem Ramsay-Vickrey seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval. The Resolution was adopted.

**d. RESOLUTION 2023-17:** A Resolution of the City Commission of the City of Key Colony Beach, Florida, Approving a One-Year Extension of the Agreement, Between the City of Key Colony Beach and the City of Marathon for the Provision of Emergency Medical and Fire Rescue Services; Proving for an Effective Date.

Mayor Pro-Tem Ramsay-Vickrey provided the reading of Resolution 2023-17 and asked for a motion to approve.

**MOTION:** Motion made by Commissioner Raspe to approve the resolution. Mayor Pro-Tem Ramsay-Vickrey asked for a second. Commissioner Harding seconded the motion.

**DISCUSSION:** City Attorney Smits clarified the requirements of one-year contracts in government in correlation with commitment of funds and explained the terms of the contract. City Administrator Turner reiterated to meet with each Commissioner individually for ideas on how to move forward. Commissioner Raspe asked to start the budget process earlier to be prepared for increases. City Attorney Smits explained that the increase occurred after the millage was set and could not be anticipated.

**ON THE MOTION:** Rollcall vote. Unanimous approval. The resolution was adopted.

#### **14. Commissioner's Reports & Comments**

**a. Wastewater Report:** Commissioner Harding provided his report on Wastewater sampling and informed on reduced Covid infections and corresponding death rates. Commissioner Harding informed on a new contractor for the sampling and the CDC requested that the city continue its participation in the program.

**b. Mitigation Learning – FEMA/State of Florida Bureau of Mitigation:** Commissioner Harding informed on newly released reports by FEMA on findings on Hurricane Ian. Commissioner Harding gave a summary of the report and informed on elevation requirements, base flood levels, and lessons learned. Commissioner Harding talked on findings of loss of utilities at critical facilities and many facilities having to be shut down due to sewage problems. Commissioner Harding cautioned not to remove the sill in sliding glass doors, for flood insurance might not give coverage in the event of flooding. Commissioner Harding further reported that most fatalities occur due to flooding and not wind.

**Commissioner Harding** updated on having attended the Florida League of Cities Ethics class and having attended a presentation on the 5-year FDOT plan. Commissioner Harding further talked on attendance at the National Risk Assessment Seminar, as well as the DOAH, and Utility Board meeting. Commissioner Harding informed that free Covid test kits are available through the government and the availability of vaccinations against Covid, RSV, and the Flu.



**Commissioner Foster** had no report.

**Commissioner Raspe** informed on having attended the DOAH hearing.

**Mayor Pro-Tem Ramsay-Vickrey** thanked former Mayor Trefry for her time and dedication to the city, and stated understanding and support for the decision to be closer to family.

Mayor Pro-Tem Ramsay-Vickrey informed on having attended the BPW meeting with information on reef renewal and the status on the coral reefs. Mayor Pro-Tem Ramsay-Vickrey continued reporting on having attended the Middle Keys Republican Club meeting and the possibility of Monroe County becoming a Charter County. Mayor Pro-Tem Ramsay-Vickrey informed on an upcoming County Commission Workshop on November 6<sup>th</sup> to receive more information. Mayor Ramsay-Vickrey further informed on having attended the Chamber of Commerce Installation dinner, and the Florida Keys Marine Sanctuary Advisory Council meeting. Mayor Pro-Tem Ramsay-Vickrey concluded her report by reminding of the annual Boo-Bash event at Havana Jack's to help raise money for Christmas presents for local children.

**15. Adjournment:** The meeting adjourned at 11:35 am.

Respectfully submitted,

*Silvia Gransee*

City Clerk



# Premiere Sponsorships

- Permanent Sponsor signage
- Name listings by Sponsorship category
- 8 logo listings for Premier Sponsors



**Silvia Grantee**

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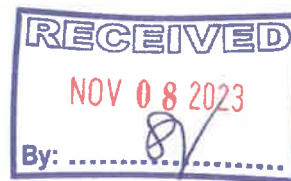
**To:** David Turner  
**Subject:** RE: [External] KBCBA 2023-2024 Events

**From:** Theodore Fischer <[ted.fischer1@verizon.net](mailto:ted.fischer1@verizon.net)>  
**Sent:** Wednesday, November 8, 2023 3:27 PM  
**To:** David Turner <[cityadministrator@keycolonybeach.net](mailto:cityadministrator@keycolonybeach.net)>  
**Cc:** Ted Fischer <[ted.fischer1@verizon.net](mailto:ted.fischer1@verizon.net)>; Gail Cortelyou <[gecortelyou@gmail.com](mailto:gecortelyou@gmail.com)>; Steve Decrow <[Sed6420@gmail.com](mailto:Sed6420@gmail.com)>; Larry McDade <[mcdadel@bellsouth.net](mailto:mcdadel@bellsouth.net)>; Ann Vieth <[avieth@me.com](mailto:avieth@me.com)>; Toni Appell <[tappell@bellsouth.net](mailto:tappell@bellsouth.net)>  
**Subject:** [External] KBCBA 2023-2024 Events

**2023/24 Season Event Dates - request for approval from Key Colony Beach City Commission to hold the following events with City support as indicated**

- Thursday, Nov. 18      Welcome Back Party KC Inn
- Sunday, Dec. 10      Christmas Boat Parade (Co Sponsored with Fishing and Boating Club)C Key Colony Beach Police to lead parade, need Mangroves trimmed along Sadowski Blvd before parade
- Sunday, Dec 24      Santa Comes to Key Colony Beach at City Hall Parking Lot
- Saturday, Jan. 20      Coconut Crawl (need police at Overseas Hwy and Sadowski Cwy cross-walk first 2 hrs)
- Sunday, Mar. 3rd      65th Annual Key Colony Beach Day - block off 7th St., Shelter Bay Dr. - head-in parking on 7th and Shelter Bay Dr., use of 7th St. Park,
- Sunday, Mar. 17      St Patrick's Day Parade (City officials and KCB Police to lead parade)

**Online Solutions LLC**  
 1101 E. Warner Rd Suite 160  
 Tempe, AZ 85284 US  
 (800)325-9818x703  
 jim@citizenserve.com  
 www.citizenserve.com



**BILL TO**

City of Key Colony Beach  
 ATTN:Kathryn McCullough  
 PO Box 510141  
 600 E Ocean Dr.  
 Key Colony Beach, FL 33051

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5308	11/05/2023	\$16,800.00	11/05/2023	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
<b>Annual Billing</b> Annual billing for 8 Citizenserve user subscriptions (03/01/2024 - 02/28/2025)	8	2,100.00	16,800.00
<b>BALANCE DUE</b>			<b>\$16,800.00</b>



# VERNIS & BOWLING

ATTORNEYS AT LAW • EST. 1970

81990 Overseas Hwy. 3<sup>rd</sup> Flr. Islamorada, Florida 33036 • Telephone: 305-664-4675

November 3, 2023

**VIA ELECTRONIC MAIL**

City of Key Colony Beach, Florida  
c/o Mayor Pro-Tem Beth Ramsay-Vickrey  
[Commissioner1@KeyColonyBeach.net](mailto:Commissioner1@KeyColonyBeach.net)

**RE: City of Key Colony Beach, Florida (the “City”)  
Legal Services Contract**

Dear Mayor Pro-Tem Ramsay-Vickrey,

Our firm’s current agreement with the City expires on December 1, 2023. Legislation regarding contract renewal restrictions during election years did not pass, so we are able to provide a one-year agreement term.. We have prepared a renewal agreement, attached hereto. The changes requested are: a \$10.00 increase in our attorneys’ hourly rates and a \$5.00 increase in our paralegals’ hourly rate.

We continuously strive to provide top quality representation at reasonable costs. As you know retention of high-quality personnel is tough especially with rising inflation and the high cost of living here in the Florida Keys. We hope this increase is acceptable. We are requesting identical increases for all of our governmental clients.

It is our pleasure and privilege to represent the City. Thank you for your continued support.

Sincerely,

**/s/ Dirk M. Smits**  
Dirk M. Smits, B.C.S.  
*For the Firm*

cc: City Administrator

DELAND, FL  
FORT MYERS, FL  
HOLLYWOOD, FL  
ISLAMORADA, FL

JACKSONVILLE, FL  
MELBOURNE, FL  
MIAMI, FL  
NORTH PALM BEACH, FL

PENSACOLA, FL  
ST. PETERSBURG, FL  
TAMPA, FL  
BIRMINGHAM, AL  
MOBILE, AL

ATLANTA, GA  
GULFPORT, MS  
FLOWOOD, MS  
CHARLOTTE, NC  
COLUMBIA, SC

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**CITY OF KEY COLONY BEACH  
Contract for Legal Services**

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, with an *effective date of December 1, 2023* between **DIRK M. SMITS, ESQUIRE**, Individually, and on behalf of **VERNIS & BOWLING OF THE FLORIDA KEYS, P.A.**, a law firm operating under the laws of the State of Florida, whose principal place of business is located at 81990 Overseas Hwy., 3<sup>rd</sup> Floor, Islamorada, FL 33036 (herein called “The Firm”), and the **CITY OF KEY COLONY BEACH, FLORIDA** (herein called “City”).

In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

**1. TERM**

The City will exercise ONE (1) of TWO (2) renewal options remaining in accordance with the terms of the original contract dated June 24, 2021. The term of this Contract shall remain in force for the period of ONE (1) year, beginning **December 1, 2023** to **December 1, 2024** after which one (1) additional one year option is available with the mutual consent of both parties. Section three (3) may be renegotiated after ONE (1) year and is subject to budget review.

**2. THE FIRM'S SERVICES**

The Firm agrees to provide the following services:

- A. Furnish to the City of Key Colony Beach legal services, providing the City Commission with legal advice and opinions, representation of City and City personnel in legal matters concerning the City, making recommendations to the City Commission regarding legal issues, and performing all other legal services the City may require.
- B. Maintain accessibility and availability to all City Commissioners and the director and executive staff on an “on call” basis.

- C. Attendance at all City meetings, special meetings, budget meetings and any other public meetings as necessary for conducting City business or as required by law. These meetings will be attended by Dirk M. Smits, or other members of The Firm as may be requested or approved by the City.
- D. The Firm will be responsible for paying the salaries, wages, health insurance and other benefits of its employees and representatives.

### 3. LEGAL SERVICES

The Firm's hourly rate for services shall be **\$205.00** per hour for attorneys with five (5) plus years of experience and **\$195.00** for attorneys with less than five (5) years of experience. Paralegals shall be paid at **\$130.00** per hour. These hourly charges are to be made without regard to any overtime charges that must be paid by The Firm to its employees. The Firm will provide billing statements to the City on a monthly basis. No payment shall be due until City verifies that all services for which payment has been requested have been fully and satisfactorily performed.

The aforementioned hourly rates will apply for travel to and from and attendance at Regular City meetings, Planning and Zoning Meetings, Code Board Meetings, Utility Board Meetings, workshops, Emergency meetings, Budget meetings, Audit meetings and any other meetings of the City Commission. The Firm will provide unlimited phone calls with City Commissioners at no cost.

### 4. COMPLIANCE WITH LAWS AND POLICIES

- A. The Firm shall comply with all current City policies, Florida Bar Rules, and all applicable local, state and federal laws, including laws pertaining to the confidentiality.
- B. It is anticipated that a future need for the law firm's services will or may be required. Therefore, pursuant to Florida Statute § 112.313(16) entitled *Local Government Attorneys*, this is a specific provision of this Agreement authorizing the use of The Firm to complete legal services for the City in addition to the services pursuant to this contract.

### 5. TERMINATION

Both parties reserve the right to terminate this contract at any time and for any reason, upon giving sixty (60) days' notice to the other party during which time services will be maintained.



**6. ASSIGNMENT**

Neither the Firm nor City may assign or transfer any interest in this Agreement without the prior written consent of both parties.

**7. AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the City Commission.

**8. INDEMNIFICATION, GOVERNING LAW AND VENUE**

The Firm shall indemnify and hold harmless City from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by City in defending or compromising actions brought against it arising out of or related to the acts or omissions of The Firm, its agents, employees or officers in the provision of services or performance of duties by The Firm pursuant to this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue being in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**9. REPRESENTATIONS AND WARRANTIES**

The Firm represents and warrants to City, upon execution and throughout the term of this Agreement that;

- 1) The Firm is not bound by any agreement or arrangement which would preclude it from entering, or from fully performing the services required under the Agreement;
- 2) None of The Firm's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- 3) The Firm and The Firm's agents, employees and officers have, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for The Firm to perform the functions, assigned to him or her in connection with the provisions of the Agreement.

**10. CONFIDENTIALITY**

The Firm recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, The Firm, its agents, employees and officers may have access to certain confidential information. The Firm agrees that neither it nor any of The Firm's agents,

employees or officers will at any time, either during or after the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by City in writing, any confidential information, personal health information or other confidential information, and The Firm, its agents, employees and officers shall comply with all Federal and State laws and regulation and all City policies regarding the confidentiality of such information.

**11. INSURANCE**

The Firm agrees to secure and maintain at all times during the term of this Agreement, at The Firm's expense, professional liability insurance covering The Firm for all acts or omissions which may give rise to liability for services under this Agreement. All of The Firm's staff are to be insured in minimum amounts acceptable to City and with a reputable and financially viable insurance carrier. Such insurance shall not be cancelled except upon thirty (30) days written notice to City. The Firm shall provide City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. The Firm agrees to notify City immediately of any material change in any insurance policy required to be maintained by The Firm.

12. This agreement supersedes all prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF KEY COLONY BEACH

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dirk M. Smits, B.C.S.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**SUB-RECIPIENT AGREEMENT CHECKLIST**  
**DIVISION OF EMERGENCY MANAGEMENT**  
**MITIGATION BUREAU**  
**FISCAL OPERATIONS UNIT**  
**HMGP**

<b>REQUEST FOR REVIEW AND APPROVAL</b>	
<b>SUB-RECIPIENT:</b>	City of Key Colony Beach
<b>PROJECT #:</b>	4486-085-R
<b>PROJECT TITLE:</b>	City of Key Colony Beach, City Maintenance Building, Dry Floodproofing
<b>CONTRACT #:</b>	H1033
<b>MODIFICATION #:</b>	N.A

<b>SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)</b>	
	Tom Harding Secretary Treasurer - City Commissioner PO Box 510141, 600 W. Ocean Drive Key Colony Beach, FL 33051-0141

Enclosed is your copy of the proposed contract/modification between **City of Key Colony Beach** and the Florida Division of Emergency Management (FDEM).

<b>COMPLETE</b>	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed & Dated Electronic Copy by Official Representative
<input type="checkbox"/>	<b>Copy of the organization's resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
<input type="checkbox"/>	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
<input type="checkbox"/>	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 359-9295 or email me at [Lauren.Boyles@em.myflorida.com](mailto:Lauren.Boyles@em.myflorida.com).

Agreement Number: H1033  
Project Number: 4486-085-R

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	<u>City of Key Colony Beach</u>
Sub-Recipient’s unique entity identifier (UEI/FEIN):	<u>JKS2WB741PL8 / 596044074</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4486-FL</u>
Federal Award Date:	<u>July 23, 2023</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through October 31, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$8,100.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$8,100.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$8,100.00</u>
Federal award project description (see FFATA):	<u>Dry Floodproofing</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u><a href="mailto:Lauren.Boyles@em.myflorida.com">Lauren.Boyles@em.myflorida.com</a></u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests

payment.

b. The Division's Grant Manager for this Agreement is:

Elle (Lauren) Boyles  
Project Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399  
Telephone: (850) 359-9295  
Email: [Lauren.Boyles@em.myflorida.com](mailto:Lauren.Boyles@em.myflorida.com)

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
Community Program Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-815-4503  
Email: [Kathleen.Marshall@em.myflorida.com](mailto:Kathleen.Marshall@em.myflorida.com)

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Tom Harding  
Secretary Treasurer – City Commissioner  
PO Box 510141, 600 W. Ocean Drive  
Key Colony Beach, FL 33051-0141  
Telephone: (734) 476-0531  
Email: kcbtomharding@gmail.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on October 31, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

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

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$8,100.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in



the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:  
i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

#### (10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

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

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

#### (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

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

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

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

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

#### (17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### (18) PROCUREMENT



a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget and Scope of Work
  - iii. Attachment B – Program Statutes and Regulations
  - iv. Attachment C – Statement of Assurances
  - v. Attachment D – Request for Advance or Reimbursement
  - vi. Attachment E – Justification of Advance Payment
  - vii. Attachment F – Quarterly Report Form
  - viii. Attachment G – Warranties and Representations
  - ix. Attachment H – Certification Regarding Debarment
  - x. Attachment I – Federal Funding Accountability and Transparency Act
  - xi. Attachment J – Mandatory Contract Provisions
  - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**(23) LOBBYING PROHIBITION**

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

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

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

**(25) LEGAL AUTHORIZATION**

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

**(26) EQUAL OPPORTUNITY EMPLOYMENT**

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because



such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of*

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**(28) CONTRACT WORK HOURS AND SAFETY STANDARDS**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

**(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**(30) SUSPENSION AND DEBARMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(31) BYRD ANTI-LOBBYING AMENDMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

**(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

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

**SUB-RECIPIENT:** CITY OF KEY COLONY BEACH

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

FEID#: \_\_\_\_\_

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Kevin Guthrie, Director

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

**EXHIBIT – 1**

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

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**  
Catalog of Federal Domestic Assistance title and number: **97.039**  
Award amount: **\$8,100.00**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Other projects that reduce future disaster losses (Dry Floodproofing)
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to improve drainage of the City Maintenance Building located in Key Colony Beach, Monroe County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-085-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Key Colony Beach, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood protection to the City Maintenance Building at 480 8<sup>th</sup> Street, Key Colony Beach, Florida 33051. Coordinates (24.724022,-81.021269).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by implementing dry floodproofing measures to protect this essential facility located in the Special Flood Hazard Area (SFHA) against flood damage. Dry floodproofing activities include the installation of the 4-foot high removable engineered flood panels around the perimeter of the building and the construction of concrete footings with a top level equal to the finished first floor elevation of the building of 5.6-foot NAVD88 to provide even surface for the flood panels to be installed. The top edge elevation of the panels shall be at 9.6-foot NAVD88 once installed. The project includes the application of approved coating products to completely seal around the building to prevent infiltration from standing water and/or seepage. Additionally, the project shall include the installation of sump pumps per engineering requirements to ensure proper removal of any passage of vapor and seepage of water during rain and flooding events. All utilities and equipment are either installed at or above the required flood protection level of the Base Flood Elevation (BFE) plus two feet equal to 6.7-foot NAVD88 or shall be mitigated accordingly. Design professionals shall confirm that the building is structurally sound and capable to resist hydrostatic forces, including buoyance, hydrodynamic forces, and debris impact loads. Upon completion of the proposed scope of work, a Floodproofing Certificate signed and sealed by a registered professional shall be provided for the building. The City of Key Colony Beach shall compile a comprehensive Flood Emergency Operations Plan and an Inspection and Maintenance Plan in accordance with design professional's guidelines. Currently, the building houses the Police Department and Public Works vehicles and emergency recovery equipment. This facility has been affected from water intrusion from surge and rain events through doors and garage openings, as occurred with Hurricane Irma in 2017, resulting in significant damages to its contents and reduction to the ability to respond and provide emergency services. The project shall address flooding inside the building, preventing expensive repair damages to the structure, Police Department and Public Works vehicles and emergency recovery equipment, and to allow prompt response to the community needs after flood events.



The project shall be designed in compliance with the Florida Building Code and ASCE 24-14 or latest edition. All dry floodproofing activities shall be performed in accordance with FEMA P-936, NFIP Technical Bulletin 3, and NFIP regulations in 44 CFR Sections 60.3 (b)(5) and 60.3 (c)(4).

The project shall provide protection against a 500-year flood elevation, or the Base Flood Elevation plus 2 feet of freeboard, whichever is higher, applicable to Flood Design Class 4 buildings. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

#### **TASKS & DELIVERABLES:**

##### **A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

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

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

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

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
  - b) Construction Plans / bid documents.
  - c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
  - d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
  - e) Color maps including topographical, aerial, and ground disturbance.
  - f) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it shall facilitate.
  - g) Color photographs of the project area and areas of ground disturbance.
  - h) Copy of a floodplain permit from the local floodplain administrator or notice of No Permit Required (NPR) from the local floodplain administrator.
  - i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

**Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC):** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and

that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of the City Maintenance Building located on 8<sup>th</sup> Street, Key Colony Beach, Florida 33051.

The project shall be designed in compliance with the Florida Building Code and ASCE 24-14 or latest edition. All dry floodproofing activities shall be performed in accordance with FEMA P-936, NFIP Technical Bulletin 3, and NFIP regulations in 44 CFR Sections 60.3 (b)(5) and 60.3 (c)(4).

The project shall provide protection against a 500-year flood elevation, or the Base Flood Elevation plus 2 feet of freeboard, whichever is higher, applicable to Flood Design Class 4 buildings. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

**D) Environmental:**

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
- 4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:
  - a) Color maps including topographical and aerial with the project location clearly marked.
  - b) Color photographs of any area with ground disturbance.
  - c) Indicate if project site is located within a designated historic district or historic neighborhood.
  - d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
  - e) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it shall facilitate.
  - f) Previous and current use of proposed project area.
  - g) Any known site work or historic uses for the proposed location.
- 5) Copy of a floodplain permit from the local floodplain administrator or notice of No Permit Required (NPR) from the local floodplain administrator shall be submitted.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results shall take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage shall be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4486-085-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on July 23, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **October 31, 2024**.

**F) FINANCIAL CONSEQUENCES:**

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

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

**Schedule of Work**

**Phase I –**

State Contracting:	3 Months
Bidding / Local Procurement:	2 Months
Design Specifications:	6 Months
Permitting / Survey:	2 Months
Deliverables Submitted to FDEM:	2 Months
<b>Total Period of Performance:</b>	<b>15 Months</b>

**BUDGET**

**Line Item Budget\***

<b>Phase I</b>	<b>Project Cost</b>	<b>Federal Cost</b>	<b>Non-Federal Cost</b>
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$9,000.00	\$8,100.00	\$900.00
<b>Initial Agreement Amount:</b>	<b>\$9,000.00</b>	<b>\$8,100.00</b>	<b>\$ 900.00</b>
<b>***Contingency Funds:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Project Total:</b>	<b>\$9,000.00</b>	<b>\$8,100.00</b>	<b>\$ 900.00</b>

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

*\*\*\* This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of \$0.00*

**Funding Summary Totals**

Federal Share:	\$8,100.00	(90.00%)
Non-Federal Share:	\$900.00	(10.00%)
<b>Total Project Cost:</b>	<b>\$9,000.00</b>	<b>(100.00%)</b>

**Attachment B**  
**Program Statutes and Regulations**

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

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023 and last amended January 9, 2023.) As noted Part 10, Parts 13-14, Part 17, and Parts 220-221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

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

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

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

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

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

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

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

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

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

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

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes



- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

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

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
- (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
  - a. Safety Hazard Present
  - b. Health Hazards Present
  - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**

**REQUEST FOR ADVANCE OR REIMBURSEMENT  
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Key Colony Beach

REMIT ADDRESS: PO Box 510141, 600 W. Ocean Drive

CITY: Key Colony Beach STATE: FL ZIP CODE: 33051-0141

PROJECT TYPE: Dry Floodproofing PROJECT #: 4486-085-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1033

BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ LOCAL: \_\_\_\_\_

ADVANCED RECEIVED: \_\_\_\_\_ N/A \_\_\_\_\_ AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ through \_\_\_\_\_ Payment No: \_\_\_\_\_

Total of Previous Payments to Date: \_\_\_\_\_ (Federal)  
 Total of Previous SRMC to Date: \_\_\_\_\_ (SRMC Federal)  
 Total Federal to Date: \_\_\_\_\_ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90%	Obligated Local Non-Federal 10%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____



**Attachment D (cont.)  
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Key Colony Beach PAYMENT #: \_\_\_\_\_  
 PROJECT TYPE: Dry Floodproofing PROJECT #: 4486-085-R  
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1033

	REF NO <sup>2</sup>	DATE <sup>3</sup>	DOCUMENTATION <sup>4</sup>	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<b><i>This payment represents</i></b> <b><i>% completion of the project.</i></b>				<b>TOTAL</b>	

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF KEY COLONY BEACH**

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

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

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

**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

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

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F  
QUARTERLY REPORT FORM**

**Instructions:** Complete and submit this form to State Project Manager within 15-days after each quarter:

**SUB-RECIPIENT:** City of Key Colony Beach **PROJECT #:** 4486-085-R  
**PROJECT TYPE:** Dry Floodproofing **CONTRACT #:** H1033  
**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** \_\_\_\_\_

**Advance Payment Information:**

Advance Received  N/A  Amount: \$ \_\_\_\_\_ Advance Settled? Yes  No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ \_\_\_\_\_

**Target Dates (State Agreement):**

Contract Execution Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

Date Deliverables Submitted: \_\_\_\_\_ Closeout Requested Date: \_\_\_\_\_

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?**  Yes  No (If No, Describe under **Issues** below)

**Percentage** of Milestones completed to Date: \_\_\_\_\_%

**Describe Activities - Milestones completed this quarter only:**

**Schedule of the Milestones-Activities:**

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<i>Estimated Project Completion Date:</i>	

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:**  Cost Unchanged  Under Budget  Over Budget

**Cost / Financial Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**~ To be completed by Florida Division of Emergency Management Project Manager ~**

**Project Manager Statement:**  No Action Required, OR

Action Required: \_\_\_\_\_

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: \_\_\_\_\_%

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Project Manager

**Attachment G**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

**Attachment H**

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

**Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Date

**City of Key Colony Beach**  
\_\_\_\_\_  
Sub-Recipient's Name  
**H1033**  
\_\_\_\_\_  
DEM Contract Number  
**4486-085-R**  
\_\_\_\_\_  
FEMA Project Number

**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

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

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

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

**ORGANIZATION AND PROJECT INFORMATION**

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

PROJECT #: 4486-085-R  
FUNDING AGENCY: Federal Emergency Management Agency  
AWARD AMOUNT: \$ 8,100.00  
OBLIGATION/ACTION DATE: July 23, 2023  
SUBAWARD DATE (if applicable): \_\_\_\_\_  
UEID/SAM#: JKS2WB741PL8

\*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_

DBA NAME (IF APPLICABLE): \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY UEID/SAM# (if applicable): \_\_\_\_\_

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood protection to the City Maintenance Building at 480 8<sup>th</sup> Street, Key Colony Beach, Florida 33051. Coordinates (24.724022,-81.021269).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by implementing dry floodproofing measures to protect this essential facility located in the Special Flood Hazard Area (SFHA) against flood damage. Dry floodproofing activities include the installation of the 4-foot high removable engineered flood panels around the perimeter of the building and the construction of concrete footings with a top level equal to the finished first floor elevation of the building of 5.6-feet NAVD88 to provide even surface for the flood panels to be installed. The top edge elevation of the panels shall be at 9.6-feet NAVD88 once installed. The project includes the application of approved coating products to completely seal around the building to prevent infiltration from standing water and/or seepage. Additionally, the project shall include the installation of sump pumps per engineering requirements to ensure proper removal of any passage of vapor and seepage of water during rain and flooding events. All utilities and equipment are either installed at or above the required flood protection level of the Base Flood Elevation (BFE) plus two feet equal to 6.7-feet NAVD88 or shall be mitigated accordingly. Design professionals shall confirm that the building is structurally sound and capable to resist hydrostatic forces, including buoyance, hydrodynamic forces, and debris impact loads. Upon completion of the proposed scope of work, a Floodproofing Certificate signed and sealed by a registered professional shall be provided for the building. The City of Key Colony Beach shall compile a comprehensive Flood Emergency Operations Plan and an Inspection and Maintenance Plan in accordance with design professional's guidelines. Currently, the building houses the Police Department and Public Works vehicles and emergency recovery equipment. This facility has been affected from water intrusion from surge and rain events through doors and garage openings, as occurred with Hurricane Irma in 2017, resulting in significant damages to its contents and reduction to the ability to respond and provide emergency services. The project shall address flooding inside the building, preventing expensive repair damages to the structure, Police Department and Public

Works vehicles and emergency recovery equipment, and to allow prompt response to the community needs after flood events.

The project shall be designed in compliance with the Florida Building Code and ASCE 24-14 or latest edition. All dry floodproofing activities shall be performed in accordance with FEMA P-936, NFIP Technical Bulletin 3, and NFIP regulations in 44 CFR Sections 60.3 (b)(5) and 60.3 (c)(4).

The project shall provide protection against a 500-year flood elevation, or the Base Flood Elevation plus 2 feet of freeboard, whichever is higher, applicable to Flood Design Class 4 buildings. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

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

ADDRESS LINE 1: \_\_\_\_\_  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

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

**EXECUTIVE COMPENSATION INFORMATION:**

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

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

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?  
Yes  No

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



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

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

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

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

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

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

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Attachment J**  
**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

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<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at [https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT\\_ContractProvisionsTemplate\\_9-30-19.pdf](https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf).

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – 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 Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date

## Attachment L

### Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

#### CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
  - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
  - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
  - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

#### NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?  
Yes  No

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

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?  
Yes  No

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

### Total Compensation Paid to Non-Profit Personnel Using State Funds

<b>Name:</b>		
<b>Title:</b>		
<b>Agency Agreement/Contract #</b>		
<b>Total Contract Amount</b>		
<b>Contract Term:</b>		
<b>Line Item Budget Category</b>	<b>Total Amount Paid</b>	<b>Amount Paid from State Funds</b>
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
<b>Reimbursements/Allowances</b>		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
<b>CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.</b>		
Name:		
Signature:		
Title:		
Date:		

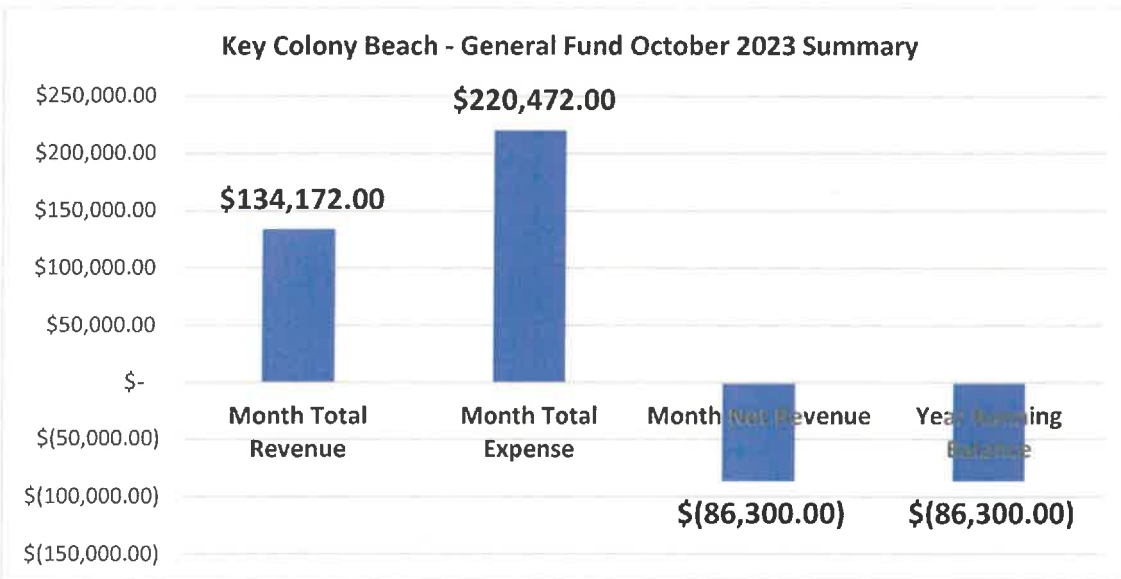


**City of Key Colony Beach**

**Treasurer's Report – November 16, 2023**

✓ **October 2023 financial summary – General Fund**

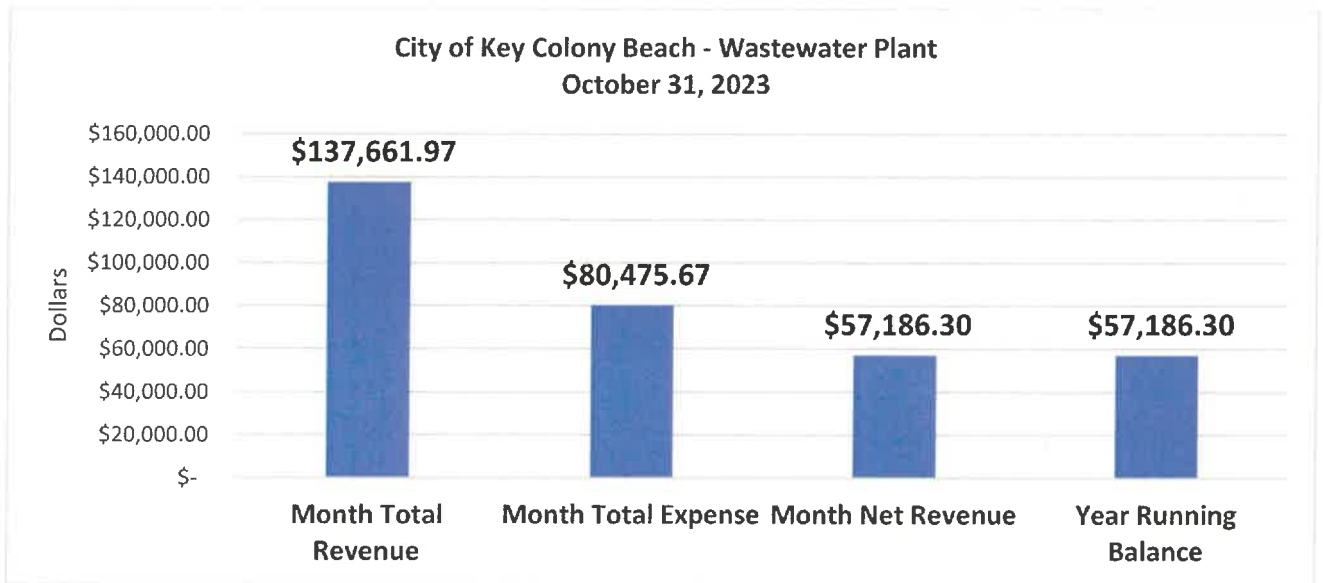
- 1st month of 2024 fiscal year budget
  - Revenue below budgeted projection, which is typical for 1<sup>st</sup> month of the budget year, before ad valorem taxes are starting to be received. Additional revenue received this month due to contributions for the Pickle Ball Expansion, \$70,000.
  - Expenses below budgeted projections for this month
  - General cash accounts: \$2,694,792.
  - Restricted cash accounts are in excellent condition, at \$3,354,489.
    - Infrastructure accounts - \$2,234,969.
- Current monthly General Fund summary plot below:



✓ **Wastewater:**

- Total revenue above budgeted amount.
- Total expenses below budgeted amount.
  - Electricity costs are back down to 2021 levels for October.
    - Presentation organized and provided to the Utility Board for recommendation to look into a business case with an initial engineering study for the potential benefits of implementing solar panels as an alternate electric power source to reduce electricity costs.

- Included in the package provided were examples from other Florida wastewater facilities that have implemented solar panels as a cost savings.
- Key Largo wastewater plant highlighted as a **Keys showcase example** for implementing solar panels resulting in electric costs savings and as a green energy initiative with state grant funding for the capital investment.
  - Yearly savings of \$150,000 to \$175,000 for their operation



Picture of Key Largo Wastewater Solar Panels

✓ **Stormwater:**

- No concerns related to Stormwater for this month.

**Update for Draft New City Hall Financing Proposal:**

- No updates this month related to the City Hall Financing Proposal

**FDOT yearly Transportation Alternatives (TA) Application Cycle:**

- Request received from our local Monroe County Transportation Planner on November 06, 2023, related to the yearly FDOT Transportation Alternative grant cycle, with a due date for applications by December 06, 2023. The Infrastructure and Jobs Act has increased annual funding for this year to support State and local levels on multimodal transportation projects.
  - Approved projects are prioritized for Fiscal Year 2030; however funding is subject to the availability of TA funds and the annual spending approved by the Florida Legislature.
- Dave, Mike, and I have some ideas to propose for this year's application cycle.
- I would like to apply for the 2024 application cycle.
- Due to the timing of the deadline, a proposal needs to be developed and estimated for costs in the next few weeks.
- Additional staff review week of November 13, 2023, to organize a proposal for the Commission review and approval of a proposal for the 2024 application.

Financial summary – Jen Johnson, Summary report compiled by Tom Harding

**CITY OF KEY COLONY BEACH**

Warrant Number	1023	
Items paid from	October 1, 2023	
to	October 31, 2023	
General Fund Checking Account - 6871	\$290,334.71	
Escrow Account - 5537	-	
Payroll Account - 2942	\$86,099.31	
Infrastructure Account - 8644	\$19,358.38	
Road Reserve Account - 8677	-	
Impact Fees Account - 8669	-	
First State Bank - 3703	-	
Sewer Money Mkt - 0301	-	
Stormwater Account - 0128	-	
Sewer Account - 6006	<u>\$80,375.68</u>	
TOTAL DISBURSEMENTS		<u><u>\$476,168.08</u></u>

## MEMORANDUM

TO: City Commission  
FROM: Dirk M. Smits, B.C.S.  
RE: Discussion Item - Naming/Renaming City Facilities or Roads

---

Based on discussion from the City Commission regarding honoring the late Mayor Ron Sutton, Legal has been asked to provide information on a process and policy for the naming of a building or road within the City.

### Road

Monroe County's Engineering Services/Roads & Bridges Department oversees the design and construction of Monroe County's roads, public rights-of-way, bridges, sidewalks, and pedestrian/bike paths. To co-designate a road name, the City of Key Colony Beach may have to complete a form to submit to Monroe County Engineering Services/Roads & Bridges Department with an adopted resolution from the City Commission approving the request. If the request is approved, the City will be responsible for informing the property appraiser and other relevant parties regarding the co-designated road name for official recording. The City is required to pay for the new signage reflecting the dual names. The original name of the road will remain along with the adopted co-designated name.

### Building

The City Commission has the authority to name or rename city property, including buildings. To ensure consistency, the City Commission should consider adopting a resolution outlining the process to be followed to make a request to name or rename city property. Attached, please find general guidelines and sample resolutions for the City Commission's consideration.

Attachments include:

1. Sample Policy for Naming/Renaming City Property for Persons
2. Sample Application for Naming/Renaming City Property for Persons
3. Sample Resolution #1 - Adopting Policy Naming/Renaming City Property for Persons
4. Sample Resolution #2 - Approving Name of Persons

**Sample Policy**

The following is a SAMPLE Policy for Naming/Renaming City Property for Persons

1. The naming or renaming of a designated facility or area of public property will be considered through an application process.
2. The candidate for whom the designated facility or area is to be named must be deceased.
3. The candidate must have contributed significantly to the City of Key Colony Beach and its citizens.
4. The name of the candidate and their accomplishments must be presented in writing with the application by the nominator.
5. Each request will be considered at the time of application only. There will be no waiting lists of names to be assigned.
6. The City Commission will have the final decision as to the naming/renaming of a designated facility, or area of public property.
7. Applications must be submitted to the City Clerk at least four (4) weeks prior to the meeting at which the naming is to be discussed.

**Sample Application**

<b>Proposed Name (Name of Person):</b>  _____
<b>History of the City Property to the Proposed Name</b>  _____  _____  _____
<b>Proposed Person Contribution to the City of Key Colony Beach and its Citizens:</b> <ol style="list-style-type: none"><li>1.</li><li>2.</li><li>3.</li><li>4.</li><li>5.</li></ol> <p style="text-align: center;"><i>(Attach sheet for additional items)</i></p>
<b>Proposed Person Accomplishments and Accolades:</b> <ol style="list-style-type: none"><li>1.</li><li>2.</li><li>3.</li><li>4.</li><li>5.</li></ol> <p style="text-align: center;"><i>(Attach sheet for additional items)</i></p>
<b>Additional Information:</b>  _____  _____
<b>Nominator Details:</b>  <b>Name</b> _____ <b>Address</b> _____ <b>Email</b> _____ <b>Phone</b> _____  <b>Signature</b> _____ <b>Date</b> _____

**Sample Resolution #1****RESOLUTION NO. 2023-\_\_****A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, ADOPTING A POLICY FOR NAMING/RENAMING CITY PROPERTY FOR PERSONS FOR THE CITY OF KEY COLONY BEACH AS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**


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**WHEREAS**, the City Commission of the City of Key Colony Beach, Florida ("City Commission"), has determined that it is in the best interest of the citizens and residents of the of Key Colony Beach, Florida (the "City") to adopt a Policy for Naming/Renaming City Property; and

**WHEREAS**, the City Commission desires to approve the adoption of the Naming/Renaming City Property policy as set forth in Exhibit "A" attached hereto.

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

**Section 1.** That the City Commission of the City of Key Colony Beach, Florida, hereby adopts a Policy for Naming/Renaming City Property. A copy of the Policy is attached hereto and identified as Exhibit A.

**Section 2.** That if any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

**Section 3.** That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** That the City Administrator is hereby authorized to take all necessary action to effectuate the intent of this Resolution.

**Section 5.** That this Resolution shall go into effect immediately upon its passage and adoption.

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**Sample Resolution #2**

**RESOLUTION NO. 2023-\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CITY OF KEY COLONY BEACH, FLORIDA, APPROVING NAME OF PERSONS AS THE NAME OF THE BUILDING \_\_\_\_; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, the City Commission of the City of Key Colony Beach, Florida (“City Commission”) it to be in the best interests of the City to approve \_\_\_\_\_ as the name of the \_\_\_\_\_ (building, park, road, etc).

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

**Section 1.** That the foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**Section 2.** That in accepting the recommendation of City staff, the City Commission of the City of Key Colony Beach, Florida, hereby approves \_\_\_\_\_ as the name of the \_\_\_\_\_ (building, park, road, etc).

**Section 3.** That all Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 4.** That if any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

**Section 5.** That this Resolution shall become effective immediately upon its passage and adoption.

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**RESOLUTION NO. 2023-18**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, AUTHORIZING AND APPROVING DESIGNATED EMAIL ADDRESSES FOR THE CITY OF COLONY BEACH COMMISSIONERS; PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, email correspondence to or from elected officials or city employees is public record and subject to public records requests, under Chapter 119 Florida Statutes; and

**WHEREAS**, a violation of public records law may result in fines, suspension and removal or impeachment, or criminal charges as provided in section 119.10, Florida Statutes.

**WHEREAS**, a single repository for City Commissioners and City employees for email communications regarding City business is the most effective and efficient way to ensure legal compliance; and

**WHEREAS**, City Commissioners and City employees shall be assigned a City email address which shall be used exclusively for all City related correspondence; and

**WHEREAS**, the City Commission finds that providing a designated City email address to its City Commissioners and City Employees serves a valid public purpose and is in the best interests of the City and its residents.

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

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Designated Email Addresses.** The City Commission hereby approves the following designated email addresses for the City Commissioners:

[Commissioner1@keycolonybeach.net](mailto:Commissioner1@keycolonybeach.net) is Mayor Pro-Tem Ramsay-Vickrey,  
[Commissioner2@keycolonybeach.net](mailto:Commissioner2@keycolonybeach.net) is Commissioner Harding,  
[Commissioner3@keycolonybeach.net](mailto:Commissioner3@keycolonybeach.net) is Commissioner Foster,  
[Commissioner4@keycolonybeach.net](mailto:Commissioner4@keycolonybeach.net) is Commissioner Raspe, and  
[Commissioner5@keycolonybeach.net](mailto:Commissioner5@keycolonybeach.net) is currently vacant.

**Section 3. Email Succession.** Upon a City Commissioner's departure from office, by resignation, death, or loss of office through the election process, the assigned City email will be appropriately archived, then reassigned to the incoming Commissioner.

**Section 4. Email Implementation.** The City Administrator is hereby authorized to take all necessary action to implement designated email addresses and effectuate the intent of this Resolution.

**Section 5. Effective Date.** This Resolution shall go into effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on November 16, 2023.

FINAL VOTE AT ADOPTION  
CITY COMMISSION OF KEY COLONY BEACH

Mayor Pro-Tem Beth Ramsay-Vickrey	NO _____	YES _____
Commissioner Freddie Foster	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Joey Raspe	NO _____	YES _____

\_\_\_\_\_  
**Beth Ramsay-Vickrey, Mayor Pro-Tem**

\_\_\_\_\_  
**Silvia Gransee, City Clerk**

(City Seal)

Approved as to form and legal sufficiency:

\_\_\_\_\_  
**Dirk Smits, City Attorney**

**City of Key Colony Beach**

**Wastewater Sampling Update for Concern Virus's – November 16, 2023**

- ✓ Addendum will be provided on Monday November 13, 2023, for distribution, due to updated health information that will be available from the weekly CDC and State of Florida weekly reports that will be published on Friday November 10, 2023

## **Key Colony Beach – City Commission Meeting – November 16, 2023**

### **Update on FDOT Tentative 5-year Plan 2024-2029**

A Public Meeting was held on October 10, 2023, by the Florida Department of Transportation (FDOT) to review their Tentative 5-year plan for proposed work in District Six (Miami Dade and Monroe County)

#### **Background:**

- FDOT takes input from the two counties and individual municipalities for 2 years before they publish their 5-year plan for execution of updates and improvements.
- Input comes from Monroe County Transportation Workgroup, and from the requested grant funding counties and cities.
- Approval planned for July 2024, with work planned from July 01, 2024, through June 30, 2029. October 2023 reviewed the plan with Monroe County BOCC.
- I have been a member of the Monroe County Transportation Workgroup and applied for one shared grant, which was accepted for a KCB project.
- Overall budget for the tentative plan is \$4.1 Billion, funded by Federal, State of Florida, and partial funding by local municipalities.
- The 5-year plan is reviewed and updated annually by FDOT District Six, with input from the two counties and local cities.

## Key Colony Beach – City Commission Meeting – November 16, 2023

### Update on FDOT Tentative 5-year Plan 2024-2029

#### Highlighted list of projects that affect Key Colony Beach residents:

- KCB Pedestrian and Bicycle safety improvements, design work 2024, execution work 2025, total funds allocated \$37,300. KCB portion \$6,460. Project was applied for as a shared grant and approved. City Commission reviewed and approved the plan and budget funding. Since we are new to FDOT plan approvals, we will be required to do a staff assessment review and approval by FDOT. This will help the city to be approved for future projects with FDOT.
- 13 Bridge repairs and rehabilitation projects, major ones close to KCB:
  - Vaca Cut (2027 Construction)
  - Tom’s Harbor (2025 Construction)
  - Seven Mile (2026 Construction)
  - Bahia Honda (2026 Construction)
- 6 full bridge replacements planned: major ones close to KCB:
  - Long Key (Opened in 1982, Construction planned for 2027-2032, planned for 50-year life)
  - Seven Mile (Opened in 1982, Engineering 2026, Right of way 2027-2029, Construction to start 2030, planned for 50-year life)
- Engineering study project to replace the Snake Creek Drawbridge (2026 – 2028)
- Bridge inspections included (yearly)
- Busing and Free Ride improvements to reduce traffic congestion, and support work force transportation.
- Basic resurfacing work
- Bicycle and Pedestrian improvements for improved safety and increase usage for alternate transportation.
- Monroe County long term transportation plan planned.
- Key West Airport Terminal A capacity improvement (2025-2026)

Compiled by T. Harding from FDOT documentation.