RESOLUTION NO. 08-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, ACCEPTING THE RANKING OF PROPOSALS RECEIVED IN RESPONSE TO RFP #08-012, AND AUTHORIZING THE NEGOTIATION OF A CONTRACT WITH SCOTT FRASER FOR SERVICES AS A FEMA COORDINATOR CONSULTANT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 08-012, for services as a FEMA Coordinator Consultant; and

WHEREAS, two proposals were received and were deemed by staff to be responsive to the RFP; and

WHEREAS, after conducting a public meeting with the respondents, staff determined that Scott Fraser's response to the proposal should be the highest ranked; and

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

Section 1: That the City Commission accepts the recommendations of staff and accepts the proposal of Scott Fraser.

Section 2: That the City Manager is hereby authorized to negotiate and execute a contract with Scott Fraser, in an amount not to exceed $40,000, without prior City Commission approval.

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

Passed and adopted by the City Commission at a meeting held this 20th day of May, 2008.

Authenticated by the presiding officer and Clerk of the Commission on June 2, 2008.

Filed with the Clerk June 2, 2008.

MORGAN McPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

CONSULTING AGREEMENT

This Agreement is entered into this 21st day of May 2008, by and between the City of Key West, Florida, a Florida municipal corporation with offices at 525 Angela Street, Key West, Florida 33040 ("City") and Scott Fraser ("Fraser"), whose address is P.O. Box 4215, Key West, Florida 33041.

WHEREAS, the City and Fraser mutually desire to enter into a consultant agreement whereby Fraser will provide consulting for and coordination of the FEMA hurricane reimbursement process.

NOW, THEREFORE, the parties agree as follows:

I. SCOPE OF WORK.

The City hereby offers to engage Fraser, and Fraser hereby accepts such offer of engagement to serve as a consultant to the City as FEMA Coordinator. The parties agree that Fraser shall perform services for the City as follows: he shall develop a list of required FEMA procedures and documentation for hurricane reimbursements. He shall serve as a coordinator and facilitator for communications between FEMA and City of Key West departments. He shall be responsible for preparation of all necessary paper work required by FEMA to facilitate reimbursements. He shall be responsible for all reporting requirements of FEMA. The City liaison responsible for working with Frasier shall be finance director Roger Wittenberg.

II. RESOURCES, ACCESS & SUPPLIES.

The quasi contractual/official role of FEMA Coordinator necessitates access to certain city records, information and resources beyond the scope of traditional city/contractor relationships. To facilitate the duties herein mentioned the following is agreed upon:

a) The City shall grant Fraser direct access to financial records related to purchasing, accounts payable, accounts receivable, payroll, contracts, reports, permits, resolutions and other records necessary for the documentation of funds reimbursable to the City. Such access shall be of "inquiry only" level security.

b) The City shall provide Fraser with office space, equipment, supplies and utilities suitable for the performance of his duties, or, at the City's option, provide financial reimbursement for same.

c) The City shall provide Fraser with city issued FEMA Coordinator identification.

III. TERM AND TERMINATION.

a. The term of this Agreement shall be from May 21, 2008, to until total payments made to the consultant under this contract have reached forty thousand dollars ($40,000); until all items in the scope of work have been completed; or until terminated as provided herein, whichever occurs first. Under no circumstance shall expenditures under this contract exceed $40,000. The Key West City Commission shall approve any further engagement of Fraser's services.

b. The City Manager has the right to terminate the services of Fraser at any time, with or without cause. In such event, the City Manager shall issue Fraser a written notice of termination and Fraser shall cease work immediately, unless the notice of termination otherwise provides for an effective date of termination. Upon termination, Fraser shall provide the City with a final bill for work performed to the date of termination.

c. Fraser shall have the right to resign at any time from his position with the City upon written notice of his intention to resignation.

d. Fraser shall be entitled to payment only for services rendered to the date of termination or resignation.

IV. COMPENSATION.

The City shall compensate Fraser for his services rendered pursuant to this Agreement at the rate of Twenty Dollars ($25) per hour from date of May 21, 2008, to date of termination, resignation or expiration of contract. Payment shall be made in bi-weekly installments. The City shall issue a purchase order to effectuate Fraser's payment.

V. SCHEDULE OF WORK.

Fraser agrees to dedicate time and efforts necessary to perform successfully his duties as the City's FEMA Coordinator. Fraser shall provide the City with bi-weekly invoices for consulting services detailing the time spent and specific tasks performed. Hours of time dedicated to this project per week shall be determined by Fraser depending upon the necessary workload, unless determined excessive or insufficient based upon scope as determined by City.

VI. BENEFITS.

Fraser is not an employee of the City and shall not accrue any of the customary benefits of a City employee, including, but not limited to: annual (vacation) leave, sick leave, holiday leave, pension benefits and health insurance.

VII. INDEMNIFICATION.

Except as provided herein, the Frazier shall defend, save harmless and indemnify City against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as consultant. The City will compromise and settle any such lawful claim or suit and pay the amount of any settlement or judgment rendered thereon, for which Frasier agrees to reimburse City. Nothing in this indemnification is intended to constitute a waiver of the City's limitation on liability as set forth in section 768.28, Florida Statutes.

VIII. ARBITRATION.

In the event the parties to this Agreement disagree as to any provision of this Agreement, for a period of not less than thirty (30) days the parties shall engage in good faith efforts to resolve the disagreement. If, after engaging in good faith efforts to resolve the disagreement, the parties shall submit to binding arbitration. An Arbitrator mutually agreed upon by the parties shall

conduct arbitration. The parties agree that should they fail to mutually agree upon an arbitrator, each party shall select one arbitrator, and those two arbitrators shall agree to a third arbitrator who shall conduct the arbitration. The decision of the Arbitrator shall be binding and non-appealable.

IX. GENERAL PROVISIONS.

This Agreement is the entire understanding of the parties. It shall be binding upon the parties and may not be amended except by a writing signed by the parties. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected by such ruling, and shall remain in full force and effect. This Agreement shall be governed by the laws of Florida, and venue for any dispute shall be in the relevant state Court in Monroe County, Florida. The prevailing party in any action, including the arbitration specified above, brought regarding the terms and conditions of this agreement shall be entitled to its reasonable costs and attorneys fees.

IN WITNESS WHEREOF, the parties hereto have made their agreement this 21st day of May 2008.

ATTEST:

Jim Scholl, City Manager

Scott Fraser, Consultant

2008 / 2008
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2008

RECEIPT# 29240-99350

Corp. Name: SCOTT FRASER CONSULTANT
Owner Name: SCOTT FRASER
Mailing Address: PO BOX 4215
KEY WEST, FL 33041

Business Location: MO CTY
KEY WEST
Business Phone: 305-923-4964
Business Type: MOBILE (CONSULTANT)

Rooms	Seats	Employees	Machines	Stalls
0	0	0	0 / 0	0

For Vending Business Only
Number of Machines :
Vending Type :

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
$12.50		$12.50		$0.00		$12.50

PAID-108-07-00004183 05/29/2008 12.50

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

To: Jim Scholl, City Manager

From: Roger Wittenberg, Finance Director

Cc: Shawn Smith, City Attorney

Mark Finigan, Asst CM

Date: 5/12/2008

Re: Request for Contract FEMA Coordinator

The City advertised for the consulting position of FEMA coordinator on 3/19/2008 as per policy in the local newspaper and on Demand Star. On 4/2/08 the closing date of the advertisement the city had received 2 responses, demand star statistics indicate that the RFP had been downloaded fourteen times.

On Friday April 26th, a review committee made up of Sandy Gilbert, David Fernandez and myself met to review the responders' qualifications, both responders were present to answer questions.

Scott Fraser, consultant and Debra Rainer of Sugarloaf Office Services, Inc. were both given the opportunity to present there qualifications.

In accordance with sec. 2-769 of the code of ordinances, they answered a series of questions. With respect to costs, the hourly rate for each was determined to be $25 per hour.

The applicants were then scored by the following process.

With a total possible score of 100 by each of the reviewers, the applicants were scored by 1) technical knowledge 33 points, 2) Understanding of the requirements 33 points and 3) price 34 points. Each of the three reviewers ranked the proposals.

The final total was Fraser 287 and Rainer 178.

Scott Fraser, the position incumbent, obviously knew the work involved and the processes necessary to complete the task, Debra Rainer's back ground was administrative general office and legal assistant, with no prior FEMA recovery experience.

The review committee recommends the City enter into a contract for FEMA consulting services with Scott Fraser, based on the results of the evaluations. The budget for this is the administrative cost allowance provided by FEMA.

RFP 08-012
FEMA COORDINATOR

The City of Key West is looking for a qualified individual or firm to fulfill the responsibilities of a FEMA Coordinator. The City is in the final phases of documenting the damages it received from the 2005 Hurricane season. The process of closing out, includes researching purchase orders, checks, invoices and other documentation to support cost related to Hurricane recovery expenditures. The work is sporadic and highly dependent upon Federal and State agency timelines and work schedules.

1. SCOPE OF SERVICES

This individual or firm will have the following abilities and knowledge.

To work independently with little or no supervision

To communicate effectively both orally and in writing

Demonstrated ability in Microsoft office

Plan, assembles, and organize work effectively and efficiently

Excel in highly advanced secretarial, clerical and administrative work.

Knowledge of accounting principles

To interpret computer generated accounting reports.

Experience working with federal or state emergency management personnel

Experience working with FEMA Public assistant programs and/or Hazard mitigation program.

FEMA policy and procedures

2. SUBMITTAL OF PROPOSALS

Interested individuals or firms will submit their proposals that demonstrate the above experience along with their costs for performing this task.

3. BASIS OF AWARD

The City Manager will appoint a Ranking Team which will rank the proposals based on a point system in which the criteria below will be applied and evaluated. Final award will be made by the City Commission based solely on that proposal which, in their opinion, is in the best interest of City of Key West.

a) Technical capability and experience	33 points
b) Understanding of scope of services to be performed	33 points
c) Cost of Proposal	34 points
Total Possible Points	100

4.. BUDGET

The budget for this project will be between $20,000- $40,000 dollars.

INTEROFFICE MEMORANDUM

To: Roger Wittenberg, Finance Director

CC: Sue Snider, Purchasing

From: Cheri Smith, City Clerk

Date: April 2, 2008

Subject: **FEMA COORDINATOR RFP 08-012**

Attached for your review are copies of the bids opened Wednesday, April 2, 2008 at 3:00 p.m. in response to the above referenced project.

1. Scott G. Fraser, Consultant
   P O Box 4215
   Key West, FL 33041-4215

   Hourly Rate: $35.00
   (Plus Actual Expenses)

2. Debra L. Rainer
   Sugarloaf Office Services, Inc.
   185 South Point Drive
   Sugarloaf, FL 33042

   Hourly Rate: $25.00

FROM THE DESK OF...
CHERYL SMITH, MMC, CPM
CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040
(305) 809-3835
Fax: 809-3833

CS/sph
RFP 08-012 FEMA Coordinator

COPY

Sugarloaf Office Services, Inc.
185 South Point Drive
Sugarloaf FL 33042

March 22, 2008

City Clerk's Office
535 Angela Street
Key West, FL 33040

Re: City of Key West Request for Proposals #08-012 – FEMA Coordinator

To whom it may concern:

Attached is my resume, owner and operator of Sugarloaf Office Services, Inc. You will see by the criteria listed that I do meet all the standards which are presented in RFP #08-012-FEMA Coordinator. My hourly fee for services of this nature are $25.00 per hour.

I appreciate your consideration for this position. If you have any questions, please feel free to contact me at any time, 587-3598.

Sincerely,

Debra L. Rainer
Enclosure as stated
/dlr

Debra L. Rainer

185 South Point Drive
Sugarloaf Shores, FL 33042
305-745-7276
305-587-3598
Dlg152@aol.com

OBJECTIVE: FEMA COORDINATOR

SUMMARY:
- Proficient with MS Office, Quickbooks, Windows XP and the Internet.

EDUCATION: **Bachelor of Business/Accounting, July 2008**
University of Phoenix, Phoenix, Arizona
Will graduate with a GPA of approximately 3.5 on a 4.0 scale

Courses taken included:

Financial Accounting I & II	Corporate Finance
Financial Accounting I, II & III	Advanced Financial Accounting
Economics for Business I & II	Accounting for Decision Making
Accounting Information System	Management
Income Tax Preparation	

EXPERIENCE: **Monroe County Attorney's Office - January 2006 - Present**
Key West, Florida
- Paralegal responsible for all litigation, law library, work includes quite a bit of research

Sugarloaf Office Services, Inc. January 2004 – January 2006
Self-employed
- Payroll, tax, account processing and general office services for various businesses in town
  Retail store Blue, Kennedy Studios, Spottswood Law Firm, Marci L. Rose Law Firm, Roberta S. Fine, P.A., Nancy Kaplitz, M.D., Time Out Charters,
- Currently still have a few clients

Horan & Wallace, LLP January 2000 - April 2004
- Legal assistant
- Payroll, AR, AP

Stones & Cardenas 1995 – January 2000
- Legal assistant
- Payroll, AR, AP, billing

COPY

Scott G. Fraser
Consultant
P.O. Box 4215
Key West, FL 33041-4215
305-923-4964
scott@scottfraser.org

March 26, 2008

City Clerk
City of Key West
525 Angela Street
Key West, FL 33040

RE: RFQ 01-008 - FEMA Coordinator

I'm pleased to submit my bid to resume the duties of FEMA Coordinator for the City of Key West so we can finalize the federal reimbursement process for the 2005 storm season.

Having shuffled through five FEMA Coordinators since those hurricanes so impacted our island community, city staffers will confirm I have been the most efficient and competent, bringing millions of federal dollars to the city coffers, oftentimes exceeding initial allocations.

The City needs to move expeditiously to ensure it obtains these reimbursements before the federal government determines it has provided all the financial assistance it can and reimbursement opportunities begin evaporating. Although the tentative federal deadline for these reimbursements appears to be October 2009, a November 2008 change to our nation's executive and legislative bodies could result in drastic changes to this timeline and its financial picture. It'd behoove the City to close-out as many projects as possible before the November elections.

Currently, the City is well ahead of most Florida communities in obtaining these reimbursements. It's important it keep ahead, as many of our approved projects have exceed initial allocations – as have those for other agencies – and it won't be long before available federal funds dry-up.

Yours truly,

Scott G. Fraser

Technical capability and experience

Mr. Fraser has served as the City's FEMA Coordinator for nearly the past year. He has an extensive history with emergency services, to include fire, rescue, law enforcement and emergency medical care. Additionally, he's served as a city commissioner (a/k/a selectman), been the owner of several small businesses, and provides consultant business management services to various established businesses and nonprofit organizations.

As the city's FEMA Coordinator, Fraser was directly responsible for successfully infusing $3.7m in to the City coffers. Simultaneously, he obtained an additional $127k awarded for administrative costs that vastly exceeded the City's costs for his services.

Additionally, Fraser was instrumental with:

- Intervening with a city construction project that would have jeopardized federal reimbursement, and successfully petitioned FEMA for a five-fold increase to its original authorization ($109k to $548k), resulting in full funding for this expensive project in a manner that retained its eligibly for reimbursement.
- Obtaining approximately $395k which FEMA attempted to disallow regarding the reimbursement of salaries for emergency personnel during the 2005 storm season.
- Successfully refuted FEMA insinuations of wrongdoing by a subcontractor acting on the City's behalf during the Hurricane Wilma recovery effort, by demonstrating information was based upon an ill-informed FEMA observer.
- Successfully refuting a FEMA determination that thousands of dollars for road reconstruction were ineligible for reimbursement due to the negligence of a sub-contractor, by demonstrating that no such negligence occurred.
- Successfully resolving an issue with FEMA regarding the disposal of mulch that jeopardized $4m in reimbursements to the city.

Ability to work independently with little or no supervision: Fraser has already demonstrated an extraordinary ability to work independently with little or no supervision, and knowing when to best bring specific concerns to the attention of city staff.

Ability to communicate effectively both orally and in writing: Numerous reports, both descriptive and financial, delivered to city, state and federal staff and officials on the City's behalf – all on-file with the City's Finance Department - have already demonstrated Fraser's skillful ability to communicate effectively in writing. His presentations to city staff regarding FEMA related matters has more than adequately demonstrated similar abilities with his oral communication skills.

Demonstrated ability with Microsoft Office Software: All Microsoft Office software products are competently used by Fraser, most on a daily basis, as already demonstrated during his past year's service to the city.

Plans, assembles and organizes work effectively and efficiently: Upon assuming the duties of FEMA Coordinator during the spring of 2007, Fraser found the current FEMA disaster filing system to be very inefficient, with considerable time wasted searching for documents as each file structure was different. He immediately developed a uniform filing system designed to allow anyone to quickly locate documents related to any project connected to any storm, and to best serve the auditors from FEMA and the Inspector General who will re-examine these files as the process nears closure.

Excel in highly advanced secretarial, clerical and administrative work: A good deal of the Coordinator's basic efforts are collecting, organizing and disseminating data and documents, along with creating reports designed to expedite the reimbursement process. Such has been the case with Fraser's efforts this past year. The conclusion of these successful efforts resulted in millions of dollars in reimbursements to the city. Additionally, acting as a consultant to small businesses, Fraser advises owners on how best to streamline their administrative functions so they can focus on other aspects of their business that are more productive.

Knowledge of accounting principles: As the owner of several small businesses, Fraser developed complete accounting systems to serve all the businesses' needs. Upon being elected to the city commission in his home state of New Hampshire, Fraser found the budgeting system to be wholly inadequate and created a new easy-to-comprehend system. As a business consultant, Fraser's particular skills involve evaluating the financial/accounting systems of flailing businesses, redesigning those systems to make them more efficient, accurate and user-friendly. Another of his services has been to establish accounting systems for new non-profit organizations and prepare state and federal tax documents for CPA review prior to filling. As a consequence, Fraser not only has a knowledge of accounting principles, but is in the business of educating small business owners on how best to manage their accounting needs.

To interpret computer generated accounting reports: For one to create financial reports and teach others how to interpret them, as has Fraser for both the city and professionally, the ability to interpret them is a basic skill.

Experience working with federal or state emergency management personnel: Throughout a large part of his adult life, Fraser has served alongside emergency management personnel. As the city's FEMA Coordinator, he's enjoyed a very favorable relationship with the people holding both federal and state emergency management positions. He's cultivated relationships amongst emergency management personnel that have enabled him to challenge federal policies and procedures that would be harmful to the city, all the while retaining a mutually valued and respected working relationship.

Experience working with FEMA Public Assistance programs and/or Hazard mitigation program: FEMA has two independent arms, Individual Assistance (IA) and Public Assistance (PA). These two arms function completely separate from one-another, with vastly different policies and procedures. Members of the general public often believe a FEMA Coordinator should be able to assist them with personal FEMA claims, but such is not the case. Coordinators, such as Fraser, deal almost exclusively with FEMA's Public Assistance Program which deals solely with assistance to government entities.

During the past year, Fraser has attained a wealth of experience working with FEMA's PA and Hazard Mitigation programs on the City's behalf.

Hazard Mitigation programs can be tricky to navigate, and despite their appearances, may not always be in the City's best interest. For example: a $40k mitigation grant could easily cost a City an additional $200k – 400k. Careful evaluations need to be conducted before accepting such grants. Instances where the City intends to proceed with a mitigation effort regardless of FEMA assistance may benefit from such assistance, but projects dependent upon such financing, and those that propagate other large sums of city monies should be carefully scrutinized for cost effectiveness.

FEMA policy and procedures: FEMA depends mightily upon its policies. Keeping the reimbursement process within FEMA guidelines is the smoothest path to successful reimbursements and to surviving the audits to come later.

. The slightest nonconformity with its policies are opportunities for FEMA to deem a city's costs as ineligible. Knowing how to justify specific nonconforming situations to gain FEMA approval has been Fraser's skill set that has well served the city to-date.

While requiring strict adherence to its policies, some FEMA officials aren't above creating new 'policy' where none exists, in attempts to rule huge costs as ineligible for reimbursement. Clearly, an in-depth knowledge of FEMA policies and procedures is essential. The hidden benefit to having this knowledge is being able to determine when certain purported 'polices' or "interpretations" either don't exist or have no foundation. Fraser has already demonstrated to city staff a competent knowledge and implementation of FEMA policy and procedures.

Nil

Understanding of scope of services to be performed

Summary: At stake: $6.3m. From the 2005 storm season, the City of Key West has approximately $5.1m remaining in FEMA disaster recovery grants for which it needs to demonstrate extreme compliance adherence to retain its eligibility for these funds or risk losing or having to repay these monies. There's an additional $1.3m in disaster grants already received for which similar compliance must be demonstrated or FEMA will demand return of those funds (or simply deduct this amount from eligible reimbursements the City would otherwise have received). Thus, a minimum of $6.3m is as risk, with significant additional reimbursements obtainable through FEMA's cost over-run process for eligible high-cost repairs that vastly exceeded original FEMA estimates.

Existing city policies/procedures need to be redesigned or newly created that are in greater harmony with FEMA reimbursement regulations to ensure that: a.) the City isn't suddenly, and after-the-fact, deemed ineligible for reimbursements from future disasters when FEMA employs it's tendency to hyper-parse words within policies to avoid payments, and; 2.) eliminate policy wordings that appear to adhere to FEMA requirements but leave opportunity for FEMA to contest such reimbursements, consuming vast time and energy requirements to secure otherwise routine eligible funding, and; 3.) ensure the City doesn't inadvertently take action that conflicts with FEMA reimbursement guidelines and automatically lose funding for otherwise eligible reimbursements.

New FEMA policies and opt-in pilot programs are being trumpeted as a means of delivering faster and greater reimbursements to communities in the wake of future disasters. However, such pilot programs contain severe pitfalls that in the long run are actually designed to protect the federal government not the communities it serves. A failure to comprehend the intricacies and consequences of these new proposals can cost the City dearly, within an expected range of $500k to $4m. A well designed and implemented procedure for dealing with disaster grants can result in greater funding obtainable within months rather than years.

Strategy and timing are key to a successful stream of FEMA reimbursements and surviving FEMA challenges. For example, on the surface it would seem prudent to first complete the close-out process for all large projects for all storms, as that's where the largest reimbursements lie. However, completing all large project close-outs for any one storm catapults the City in to the small-project-validation process for that storm, for which the City isn't prepared and thus stands to lose funds. Good strategy involves leaving at least one large project mostly reimbursed but still open until the City is prepared for the next phase.

Key West has experienced a continual stream of FEMA challenges to specific high-cost reimbursements from the 2005 storm season, all of which have been successfully met during my term of service. If pursued correctly, the administrative process usually prevails in the City's favor. However, there are times when the federal bureaucracy becomes so entangled within itself that pursuing a political solution would better serve the City. Knowing when to abandon the administrative process in favor of political intervention, and how to manage the two are essential to successfully negotiating these frequent challenges from FEMA and obtaining the greatest possible monies for the city.

Lastly, when it comes to federal disaster reimbursements, the remoteness of our island community sets us apart from most every other city in the nation, in that our city doesn't fall neatly within typical FEMA cookie-cutter reimbursement guidelines. Costs are much higher and competitive bidding options considerably limited, leading to frequent FEMA challenges as these increases appear out-of-step with usual municipal disaster expenses expected by FEMA. Satisfying such challenges is a matter of proper documentation, justification and procedural knowledge and correctness.

Scope of Services

At the basic level, the FEMA Coordinator's responsibilities begins with determining if repair projects authorized by FEMA have been completed by the city, either via its own work force, sub-contractors or a combination of the two.

Tracking: A uniform tracking system needs to be maintained that allows the city to monitor the progress of: individual projects (logistically & financially); entire declared disasters; and in totality, all federally declared disasters still in the recovery process.

The State maintains a financial tracking system for disaster related projects, which the Coordinator is responsible for monitoring and updating. This includes the proper and timely filing of quarterly reports for all open projects for all open recovery efforts, and applying for necessary project extensions.

Reimbursements: If a project has been completed, all costs must be fully documented showing the entire project trail from purchase to final proof of payment. The repairs performed or services provided, must then be scrutinized for FEMA compliance. Eligible expenses are separated from those that aren't and reimbursement requests submitted to FEMA. Discrepancies/errors need to be identified, justified and documented to satisfy FEMA as to the legitimacy of certain costs. Cost over-runs are common, and require added levels of justification to ensure reimbursement. Payments to the City from FEMA are funneled through Florida's Department of Emergency Management. Those receipts must be compared against the original requests for payment to ensure the City was properly reimbursed.

If a project hasn't been completed, the Coordinator researches the process to determine what level of progress, if any, has been attained. A decision must then be secured whether it's in the City's best interest to complete the project (cost effectiveness), halt further repairs and apply for partial reimbursement, or abandon the project and surrender funding.

FEMA's repair/replacement criteria are very rigid. The slightest variation between repairs authorized and those performed can result in a complete loss of federal funding; most unfortunately, this occurs after the City has already made the expenditures. There exists within FEMA policies, procedures for varying the scope of authorized repairs, but such variations must have preapproval from FEMA. The Coordinator needs to ensure the City's recovery efforts match FEMA's criteria. If not, the City must be urged to halt/modify the process until either compliance can be ensured or a proper variance obtained from FEMA.

Close-outs: The Coordinator's main focus is securing reimbursements as soon as possible, to assist with the City's cash flow for monies already paid out for services and repairs. Such reimbursements are obtained up to FEMA's maximum preauthorized amount for any given project, then expeditiously proceed to the formal close-out process, where cost over-runs are sought.

Audits: All is in vain, if the above process fails to meet FEMA and Inspector General auditor scrutiny. It's a complete waste of time and money to meet all criteria to obtain funding, only to later have the federal government come knocking at the City's door demanding the repayment of millions of dollars. From start to finish, the reimbursement process must proceed at levels designed to survive the audits guaranteed to be forthcoming.

Additionally, the Coordinator needs to work with the City's external auditor on a semi-annual basis to ensure accountability and that the city has an accurate financial assessment.

Liaison: The Coordinator serves as the City's primary liaison with FEMA and State disaster recovery specialists. Additionally, the Coordinator keeps open, lines of communication with various state and federal agencies that play a part in the financial and permitting aspects of the City's recovery efforts, and when necessary, prepares position analysis to staff members of elected representatives in advance of conferences between those representatives.

Expanded Scope: The above items outline the very basic scope of services required of any FEMA Coordinator. However, obtaining the maximum amount of federal funding for the city necessitates a greater role for the Coordinator. Placing the Coordinator in the approval loop for relevant contracts, procurements, policies, authorizations and purchases would help prevent future losses of disaster funding. Examples include ...

- Everyday business
  - Eligibility for millions of dollars in disaster funding for a storm experienced today are often dependent upon routine everyday city business conducted years earlier. Following a disaster, FEMA will scrutinize original procurement processes, contracts and practices to ensure they meet today's FEMA requirements, even though the city's actions occurred prior to the existence of any new federal requirements.

- Examples:
    - The City periodically bids out its General Services Contract. This lengthy and involved process is designed to secure a contractor for a few or several years. Should the city's procurement process deviate from accepted FEMA criteria, substantial sums of federal funding would be jeopardized.

    - Essential city personnel remaining at their posts protecting the community during disasters are a major expense. Labor contracts, negotiated years earlier, that offer differing pay levels for federally reimbursed disasters as opposed to non-federally-declared disasters, will result in a complete loss of federal funding. Furthermore, a history of the city not having executed a proper Emergency Pay Policy for all disasters, regardless of what federal funding might be available, will result in the same loss.

- City Recovery Authorizations
    - How city approvals and executive summaries are worded can, and has, compromised otherwise eligible FEMA reimbursements. An executive summary advising that a recovery project "will" be funded by FEMA, is equally as hazardous as a resolution authorizing repairs contingent upon FEMA funding. Either will result in a loss of otherwise obtainable funding.
    - Authorizations/purchases out-of-step with the City's purchasing policy will jeopardize funding, unless in harmony with FEMA guidelines for special situations.
    - The use of pre-disaster approvals to conduct post-disaster repairs can, and has, jeopardized federal funding.
    - Emergency procurement policies need to be in harmony with State disaster management guidelines to be eligible for federal reimbursement.

- Preplanning Financial Aspects of Disasters
    - Identifying & tracking reimbursable expenses
    - Emergency planning and policy construction that enhances reimbursements
    - Unusual costs
    - Oversight of actual expenses/receipts to ensure reimbursement

Prior contracts nullified: With the submission of this bid, all previously submitted contracts, contract extensions and proposals for future work are withdrawn.

Cost of Proposal:

Hourly rate: $35 (+actual expenses, if any)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to
by
Scott Fraser – Sole Proprietor
for
Scott Fraser - Consultant

whose business address is P.O Box 4215, Key West, FL 33041

and (if applicable) its Federal Employer Identification Number (FEIN) is

261-39-7903 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The

ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO

INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

26 MAR 2008
(DATE)

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority SCOTT FRASER who, after first being sworn by me, Scott G. Fraser affixed his signature in the space provided above on this 26th day of March, 2008

NOTARY PUBLIC

My commission expires:

PATRICIA A. DENTONE
MY COMMISSION # DD 574377
EXPIRES: August 15, 2010
Bonded Thru Notary Public Underwriters