RESOLUTION NO. 16-201

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "AGREEMENT" BETWEEN ENTERPRISE FLORIDA, INC. (EFI) FOR THE FLORIDA DEFENSE SUPPORT TASK FORCE (FDSTF) AND THE CITY OF KEY WEST FOR FUNDING TRUMAN ANNEX SEAWALL REFURBISHMENT PROJECT ABUTTING THE NOAA FACILITY AND THE TRUMAN ANNEX BOAT RAMP IN AN AMOUNT NOT TO EXCEED $150,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, funds allocated through the attached Agreement will be used to fund refurbishment of the Truman Annex Seawall abutting the NOAA Facility and the Truman Annex Boat Ramp; and

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

Section 1: That the attached "Agreement" between EFI for FDSTF and the City of Key West is hereby approved in an amount not to exceed $150,000.00 for refurbishment of the Truman Annex Seawall Refurbishment Project.

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

Section 3: That revenue from this grant, in the amount of up to $150,000.00 will be deposited into the Infrastructure Surtax Fund account 101-0000-334.90-00/TR1503. Project costs associated with the grant will be budgeted in account 101-4303-543.63-00/TR 1503.

Section 4: 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 Board.

Passed and adopted by the Board of Adjustment at a meeting held this 21 day of June, 2016.

Authenticated by the Presiding Officer and Clerk of the Board on 22 day of June, 2016.

Filed with the Clerk on June 22, 2016.

Mayor Craig Cates	Yes
Vice Mayor Clayton Lopez	Absent
Commissioner Sam Kaufman	Yes
Commissioner Richard Payne	Yes
Commissioner Margaret Romero	No
Commissioner Billy Wardlow	No
Commissioner Jimmy Weekley	Yes

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

EXECUTIVE SUMMARY

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

CC: James Bouquet, Director of Engineering

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: May 26, 2016

RE: **Approval and authorization to execute the attached Florida Defense Support Task Force Agreement between Enterprise Florida, Inc. and City of Key West in an amount not to exceed $150,000.00 for the Truman Annex Seawall Refurbishment project. Authorize necessary budget amendments and transfers to accept the funding.**

ACTION STATEMENT:
This resolution will approve and authorize the execution of the attached Florida Defense Support Task Force (FDSTF) Agreement between Enterprise Florida, Inc. (EFI) and City of Key West in an amount not to exceed $150,000.00 for the Truman Annex Seawall Refurbishment project. The agreement will remain in effect for 24 months (start and end dates to be determined by EFI). Necessary budget amendment and transfers to accept the funding will be authorized.

BACKGROUND:
National Oceanic and Atmospheric Administration (NOAA) representatives brought to the City's attention that approximately 325 linear feet of sheet pile seawall abutting the NOAA facility and the Truman Annex boat ramp is currently in a state of significant disrepair. The seawall is located on City property. NOAA offered to help contribute to repair costs, as did Naval Air Station Key West (NASKW). The City subsequently applied for a Florida Defense Support Task Force (FDSTF) Grant to solicit State of Florida participation in the project and on May 20, 2016, FDSTF approved a grant in the amount of $150,000.

PURPOSE AND JUSTIFICATION:
Repairs/construction of this approximately 325 linear foot steel sheet pile wall (seawall) will directly benefit the City of Key West, the National Oceanic and Atmospheric Administration (NOAA) and Naval Air Station Key West (NASKW).

FDSTF funding will assist in off-setting associated repair/construction costs. Repair to this seawall is consistent with the City of Key West 2011 Strategic Plan Infrastructure Goal #4, *Long term sustainability of the City' hard assets*, and Government Goal #3, *Team Key West – Cooperative planning efforts among organizations, business, and all government agencies.*

FINANCIAL IMPACT:

With the approval of the FDSTF Agreement, the City would receive up to $150,000.00 for the Truman Annex Seawall Refurbishment project. Revenue in an amount up to $150,000.00 will be deposited into the Infrastructure Surtax Fund 101 account 101-0000-334.90-00 / TR1503. Project costs associated with this grant will be budgeted in 101-4303-543.63-00/ TR1503.

The total estimated construction cost is $715,000.00 ($150,000.00 FDSTF Grant / $165,000 Navy / $200,000.00 NOAA / $200,000.00 City) for the seawall.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Florida Defense Support Task Force Agreement with Enterprise Florida, Inc. to receive an amount not to exceed $150,000.00 for the Truman Annex Seawall Refurbishment project.

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ 2016, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation (hereinafter referred to as "EFI") for the FLORIDA DEFENSE SUPPORT TASK FORCE, an entity defined in Florida Statutes sec. 288.987 (hereinafter referred to as "FDSTF") and CITY OF KEY WEST (hereinafter referred to as "Grantee").

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

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

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

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

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

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

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

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

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

1. PARTIES

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

EFI for FDSTF:

Marcy Muldrow Sanders
Grants Manager, Florida Defense Support Task Force
Enterprise Florida, Inc.
101 North Monroe Street
Suite 1000
Tallahassee, Florida 32301
Phone: (850) 878-4566 Fax: (850) 298-6659
Email: msanders@enterpriseflorida.com

Grantee:

Carolyn Sheldon
City of Key West
3132 Flagler Avenue
Key West, Florida 33040
Phone: (305) 809-3741 Fax: (305) 809-3886
Email: csheldon@cityofkeywest-fl.gov

2. AGREEMENT MANAGERS

The parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. The EFI Agreement Manager is: Marcy Muldrow Sanders, Grants Manager, who may be reached at (850) 878-4566. The Grantee Agreement Manager is: Carolyn Sheldon who may be reached at (305) 809-3741. Each Party may change their designated Agreement Manager at any time by written notice to the other party.

3. TERM

The term of this Agreement shall commence on _____, 2016 and shall remain in effect for _____months until _____, 2017 or unless earlier terminated as provided herein. Any extensions shall be at the sole discretion of FDSTF. Any extension shall be in writing and authorized by amendment to this Agreement.

4. GRANT FUNDS

EFI shall pay to the Grantee from an amount equal to One-Hundred Fifty Thousand dollars **($150,000)** or the amount actually expended by the Grantee on the Project, whichever amount is less (the "Funds"). In consideration of such grant, Grantee agrees as follows:

a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 5, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in Exhibit C, the Grantee shall not use the Funds for any of the following expenses:

(1) Salaries of Grantee's employees or staff
(2) Alcohol
(3) Travel or incidental costs
(4) Lobbying the Legislature, the Courts, or any state agency of the State of Florida
(5) Administration of the Project in excess of 10% of the grant award
(6) Any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay
(7) Contract audit costs
(8) Project operating **costs incurred before both Parties have executed this Agreement.**

b. Any Funds not expended on the Project will be forfeited and returned to the State of Florida.

c. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

5. SCOPE OF WORK

The purpose of this grant is: Truman Annex Seawall Refurbishment. The Scope of Work is defined by Exhibit B, Budget and Financial Report and Exhibit C, Plan of Action, and is hereby incorporated into this agreement. The term 'Activities,' as used herein, shall mean those Planned Activities described in Exhibit C herein.

6. AMENDMENT AND MODIFICATION

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

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

7. REPORTS.

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

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

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

8. FINAL PROJECT REPORT

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

(a) Certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;

(b) Certification that the Project meets state and local construction standards, as applicable;

(c) The total amount of Funds received from EFI pursuant to this Agreement;

(d) The total amount of funding received from other sources in relation to this Project;

(e) The total amount of Project expenditures;

(f) Explanation of any material changes in circumstances that may affect the outcome potential of the Project; and,

(g) The date of audit report per Exhibit D.

9. PAYMENTS

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

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

10. FINAL PAYMENT

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

11. AVAILABILITY OF FUNDS.

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

12. FINAL AUDIT REPORT

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

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

13. FLORIDA SINGLE AUDIT ACT.

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

a) the Grantee shall allow EFI, the DEO, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;

b) the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and

c) the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this Agreement.

d) Grantee is subject to the requirements under Catalog of State Financial Assistance (CFSA) number 40.014 Military Base Protection CSFA number. For information regarding the Florida Single Audit Act, including the CSFA, Grantee should access https://apps.fldfs.com/fsaa .

14. STRICT COMPLIANCE.

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

15. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES

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

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

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

16. INDEPENDENT CONTRACTOR

a. The Grantee is acting as an independent contractor and not as EFI's or FDSTF's employee in the performance of this Agreement. The Grantee acknowledges that neither EFI nor FDSTF is responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

b. The Grantee has no authority to, and shall not, pledge the credit of EFI, FDSTF, the DEO, or the State of Florida, or purport to make EFI, FDSTF, the DEO, or the State of Florida a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness.

17. SUBCONTRACTORS

Any and all contracts that Grantee executes with a person or organization under which such person or organization agrees to perform business assistance services on behalf of Grantee, shall include provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to paragraph 12 and Exhibit D when

applicable), report on the use of minority and service disabled-veteran businesses, as described in paragraph 15.

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

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

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

19. INDEMNIFICATION.
The Grantee shall indemnify, defend, and hold harmless EFI, FDSTF, the DEO, and the State of Florida from and against suits, actions, damages and costs of every name and description, including attorney fee's arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, their agents, employees, partners or sub-contractors within the context of this Agreement, provided, however, that Grantee shall not indemnify for that portion of any loss of damages proximately caused by the negligent act or omission of Grantor.

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

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

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

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

24. TERMINATION.
This Agreement may be terminated without cause by Grantee with 30 days' notice in writing to the Chairman of the FDSTF. This Agreement may be terminated by FDSTF/EFI at any time, with or without cause, in a written

notice provided by EFI to Grantee. In the event this Agreement is terminated prior to the expiration of the term, EFI shall pay the Grantee for work completed and any obligations and expenses incurred by the Grantee that could not reasonably be canceled.

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

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

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

Enterprise Florida Contract Terms & Agreements 2014-15

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties.

2. A termination for cause may occur due to (i) Grantee's willful misconduct or gross negligence; or (ii) Grantee's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables.

3. In the event of termination for cause, EFI's sole obligation and liability to Grantee, if any, shall be to pay Grantee that portion of the expenses incurred prior to the effective date of termination.

4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Grantee from any and all claims, demands, and courses of action whatsoever which Grantee may have against EFI.

5. Grantee shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Grantee does not discriminate against any person who performs work hereunder because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any violation of any of the foregoing laws.

6. To the extent required by Florida Statutes §287.134(3)(a) and EFI's contract with the Governor's Department of Economic Opportunity (DEO) Contractor acknowledges notice of the requirements of Florida Statutes §287.134(2)(b). To Grantee's knowledge, it has not been placed on the discriminatory vendor list described by Florida Statutes §287.134.

7. To the extent required by the Florida Statues 287.134(3)(a), the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a), the Grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.

8. Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Grantee for a minimum period of seven (7) years after termination of this Contract. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by DEO and copies of the records shall be delivered to DEO upon request.

9. Pursuant to its contract with DEO, EFI's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. Within 30 days of its awareness of such, EFI will notify Contractor if there will be a shortfall in funding which will impact payment of this contract.

10. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

11. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.

12. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

13. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

14. Grantee shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency

15. 15.Pursuant to its contract with the Governor's Department of Economic Opportunity (DEO); and Section 287.058(1)(c), F.S and subject to the provisions of Chapter 119 (F.S.) the Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article 1 of the State Constitution and subsection 119.07(1), F.S. It is expressly understood that EFI for the FDSTF may unilaterally cancel this Agreement for the Grantees refusal to comply with this provision.

16. Pursuant to its contract with DEO, EFI requires Grantee to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

17. EFI shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by Grantee or any contractor or subcontractor cause for termination of this Agreement.

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

   1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,
   2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

   http://www.dhs.gov/files/programs/gc_1185221678150.shtm

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

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

EXHIBITS

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

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

Exhibit A

Attachment A: FDSTF Project Application

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

1. **Project Title: Truman Annex Seawall Refurbishment**

2. **Applicant:**
   Organization name: City of Key West
   Name of Primary Contact: Captain James Scholl, Ret.
   Title: City Manager
   Address: 3132 Flagler Avenue
   City: Key West State: FL Zip: 33040
   Telephone: 305-809-3888 Fax: 305-809-3886 Email: jscholl@cityofkeywest-fl.gov
   Website: http://www.cityofkeywest-fl.gov

   Grant Manager Information (if different from above):
   Name of Grant Manger: Carolyn Sheldon
   Title: Senior Grants Administrator
   Address: PO Box 1409
   City: Key West State: FL Zip: 33041
   Telephone: 305-809-3741 Fax: Email:csheldon@cityofkeywest-fl.gov

3. **Task Force Sponsor:**

   FDSTF Board Member Major General Joseph J. Taluto, USA Ret.

4. **Enterprise Florida Defense Grant (DIG or DIG) Requested: Yes ___ No X**
   If yes, please explain how this grant request differs from DIG/DRG.

5. **Previous Performance**:

   Please list previous Florida Defense Support Task Force awards, including amounts and current status of each project.

Contract #	Grantee	Project Title	Amount Requested	Award Amount	Amount Returned	Status: • Open • Closed • Cancelled
DTF-15-11	City of Key West	NASKW Enhanced Road Access via Truman Waterfront Park	$344,000	$100,000	$0	Open

6. **Project Criteria (check all that apply):**
   X The mission of the FDSTF as described in F.S. 288.987.
   X FDSTF goals as stated in the FDSTF Strategic Plan, dated 7/19/13.
   X Clearly defined, measurable outcome.

7. **Summary of Project:**
   Must include the following:
   a. Project description - See Exhibit 1 - Narratives
   b. Objectives - See Exhibit 1 - Narratives
   c. Deliverables - See Exhibit 1 - Narratives
   d. Direct correlation to FDSTF criteria and expected benefit to the state (ROI) - See Exhibit 1 - Narratives
   e. Performance measures - See Exhibit 1 - Narratives
   f. Budget and Financial Reporting form (Attachment B)
   g. Plan of Action form (Attachment C)

8. **Funding requested from the Florida Defense Support Task Force:**
   Total request: $357,500

9. **Project relation to other local/state/federal budgets:**
   Circle one: related / not related If "related," explain how

   The National Oceanic and Atmospheric Administration has committed $200,000 towards the completion of this critical project.

10. **Amounts of other leveraged funding/ contributions:**
    Federal $200,000 State _____
    Local $157,500 (If awarded) Private _____
    Other _____

    Note: Design of this project was funded in the City of Key West FY2015-16 budget. If the City is awarded a grant through the Florida Defense Support Task Force, the City has the capability to make budgetary adjustments to provide a match for construction as noted above.

11. **Estimated length of project:**
    Start date 01/2017 End date 10/2017

    (Note: Projects should be able to be accomplished within one year of contracting. If the project is expected to take longer than one year to complete, then the applicant should justify the longer time period.)

    Time Justification: The City has invested in design, permitting and construction document preparation to expedite project bidding. Subject to attainment of permits, construction work is anticipated to commence January 2017 and be complete within nine months.

12. Suggested Quote to be Used in Press Release Announcing Grants:

Naval Air Station Key West, National Oceanic and Atmospheric Administration and the City of Key West have long been partners in the overall success of the City. The Truman Annex Seawall is an important asset within this relationship. Thanks to a grant from the Florida Defense Support Task Force for the refurbishment of the Truman Annex Seawall, the City will be able to further strengthen the relationship. Funding from this grant will be used to ensure that the seawall will continue to protect vital infrastructure utilized by both agencies. The City's commitment of funding demonstrates the City's desire to be an active partner in NASKW and NOAA's successful delivery of their critical missions.

Exhibit B

Attachment B: Budget and Financial Report Form

FY 2016-2017 Florida Defense Support Task Force Grant Funding

Date: 04/16/2016

Budget Category	Match Program Expenditures			FDSTF Program Expenditures			Total Program Expenditures		
	Application Budget	Actual		Application Budget	Actual		Application Budget	Actual	
	$357,500	Current Quarter	Program to Date	$375,500	Current Quarter	Program to Date	$715,000	Current Quarter	Program to Date
Task/Purchase									
Activity 1: Construction of the Seawall	$325,000			$325,000			$650,000		
Activity 2:Engineering Services During Construction	$32,500			$32,500			$65,000		
TOTAL ALL CATEGORIES	**$357,500**			**$357,500**			**$715,000**		

Exhibit C

Attachment C: Plan of Action Form

Date: 04/16/2016

Planned Activity	Budget Cost	Objective	Outcomes	Performance Measures
Task				
Activity 1: Construction of the Seawall	$650,000	Construction of the Seawall	Successful completion of the seawall refurbishment consistent with the plans and specifications.	Task completion within nine (9) months of the Notice to Proceed being issued to the selected contractor. (Estimated 12 months including procurement)
Activity 2: Engineering Services During Construction	$65,000	Provide Engineering Services During Construction	Successful completion of the seawall refurbishment consistent with the plans and specifications.	Task completion within nine (9) months of the Notice to Proceed being issued to the selected engineer.

Exhibit 1 - Narratives

Project Description

The Truman Annex Seawall Refurbishment project will directly support Naval Air Station Key West (NASKW) and the National Oceanic and Atmospheric Administration (NOAA) while furthering their partnership with the City. The seawall abutting the NOAA facility and boat ramp is currently in a state of significant disrepair. This asset functions as protection for a critical boat ramp facility utilized by the NASKW, as a platform for Naval operations in the harbor and multiple boat slips that are utilized by NOAA.

The seawall is approximately 325 feet in length. It extends in an east-west fashion around a small jetty-like feature to a seawall that is owned and maintained by the U.S. Navy. The water depths adjacent to the seawall range from approximately 12 to 20 feet and quickly dives to 35 feet or more.

In July 2015, the City engaged the engineering firm of Tetra-Tech to provide an engineering assessment for the repair or replacement of the Truman Annex Seawall. The assessment considered multiple options for repairing or replacing the structure and provided cost estimates which were confirmed through a constructability review by a marine contractor. The first option, concrete panel walls, had an estimated cost of up to $1,300,000. The second option, steel sheetpile walls, had an estimated cost of $650,000. The City has carefully considered both options and chosen to pursue the second one, sheetpile walls. This option was determined to be the most cost-effective while still being technically feasible and fully implementable.

The City then funded the estimated design and permitting cost in the FY2015-16 budget. This budget item represents an additional investment by the City of $50,000 into this project.

Tetra Tech was subsequently retained by the City to complete the design, permitting and construction document preparation. This work commenced December 2015, with targeted completion in December 2016.

Objectives

Task 1: Construction of the Seawall - The City will ensure that a qualified contractor is procured consistent with State and local procurement requirements to complete the refurbishment of the Truman Annex Seawall. Work will be performed on the State bay bottom leased to the Navy.

Task 2: Provide Engineering Services During Construction - The City will ensure that construction oversight will be performed either by procuring an engineering firm that specializes in marine projects, utilizing an existing engineering contract that was procured appropriately or by qualified City staff.

Deliverables

1. Construction of an approximately 325 linear foot steel sheetpile wall (Seawall)

Direct Correlation to FDSTF criteria and expected benefit to the State (ROI)

The Truman Annex Seawall project has a direct correlation to five criteria in the 2012-2019 Florida Defense Support Task Force Strategic Plan updated as of March 17, 2016: one Guiding Principle, one short-term strategic goal and three long-term goals. Additionally, this project demonstrates "What Success Looks Like" contained within the Plan. The project also provides the State with a measurable ROI greater than 1:1. This element is important as it demonstrates a direct financial benefit to the citizens of the State.

Guiding Principle - Promote Florida's military friendly atmosphere and optimum training environment and locations as the best and most cost-effective alternative for the Department of Defense.

> NASKW utilizes the harbor adjacent to seawall for a number of mission-ready exercises. Protecting the boat ramp and the adjacent facilities through refurbishing the seawall works will ensure that this training environment is maintained in the most optimal manner possible.

Short-Term Strategic Goals (Naval Air Station Key West) - Support transfer of Truman Annex land parcel to NAS Key West to improve base access and security.

> The boat ramp and harbor adjacent to the Truman Annex Seawall has been defined as a critical entry point that NASKW requires for access, training and security purposes. If the seawall were allowed to degrade further, this access would likely be impeded in some regards. Completing this project directly supports the short-term goal of improving base access and security.

Overall Long-Term Strategic Goals - Transportation access.

> Transportation access comes in many forms beyond typical roads. In reference to this project, the boat ramp protected by the Truman Annex Seawall is a critical transportation access point. Protecting this access point is consistent with this long-term strategic goal.

Overall Long-Term Strategic Goals - Environmental issues.

> The waters adjacent to and surrounding the City of Key West contain a number of critical habitats for both marine flora and fauna. The City is committed to being good stewards of these important resources which have the potential to exist near this project. The City will take appropriate measures to ensure that this project does not negatively impact the marine flora or fauna. All required permits and approvals will be obtained prior to commencing work. These measures are consistent with this long-term strategic goal.

What Does Success Look Like - Florida has strengthened, mutually beneficial community relationships with installation leadership, the Florida Defense Alliance, community leaders along with, city and county officials to capitalize on local resources; efforts are integrated with at all levels.

> This project clearly demonstrates success through this mutually beneficial project. The project brings together NASKW, NOAA and the City's leadership to further the partnership that exists between these important entities. This project will utilize Federal, State and local resources, as demonstrated by the financial commitments already made to the project by NOAA and the City combined with a grant from FDSTF and the match that the City will provide to ensure completion.

Return on Investment - The State requires a clear and definable return on investment for all budget dollars expended to ensure that the citizens of the State obtain the maximum possible benefit. NOAA has committed $200.000 and the City is prepared to commit $157,500 which combined represents a 50% match to the State's contribution. This creates an immediate 1:1 return on investment. Beyond the match, the City has already paid for an engineering assessment along with budgeting an additional $50,000 for the design and permitting of the project. This brings the overall project ROI to a factor significantly greater than 1. The non-measurable ROI extends beyond this by support the missions of and fostering the relationship with the U.S. Navy and NOAA. These steps go to ensure that these installations remain in Florida and continue to produce economic benefit to the State.

Performance Measures

Task 1 - Construction of the Seawall: Completion within nine (9) months of the Notice to Proceed being issued to the selected contractor.

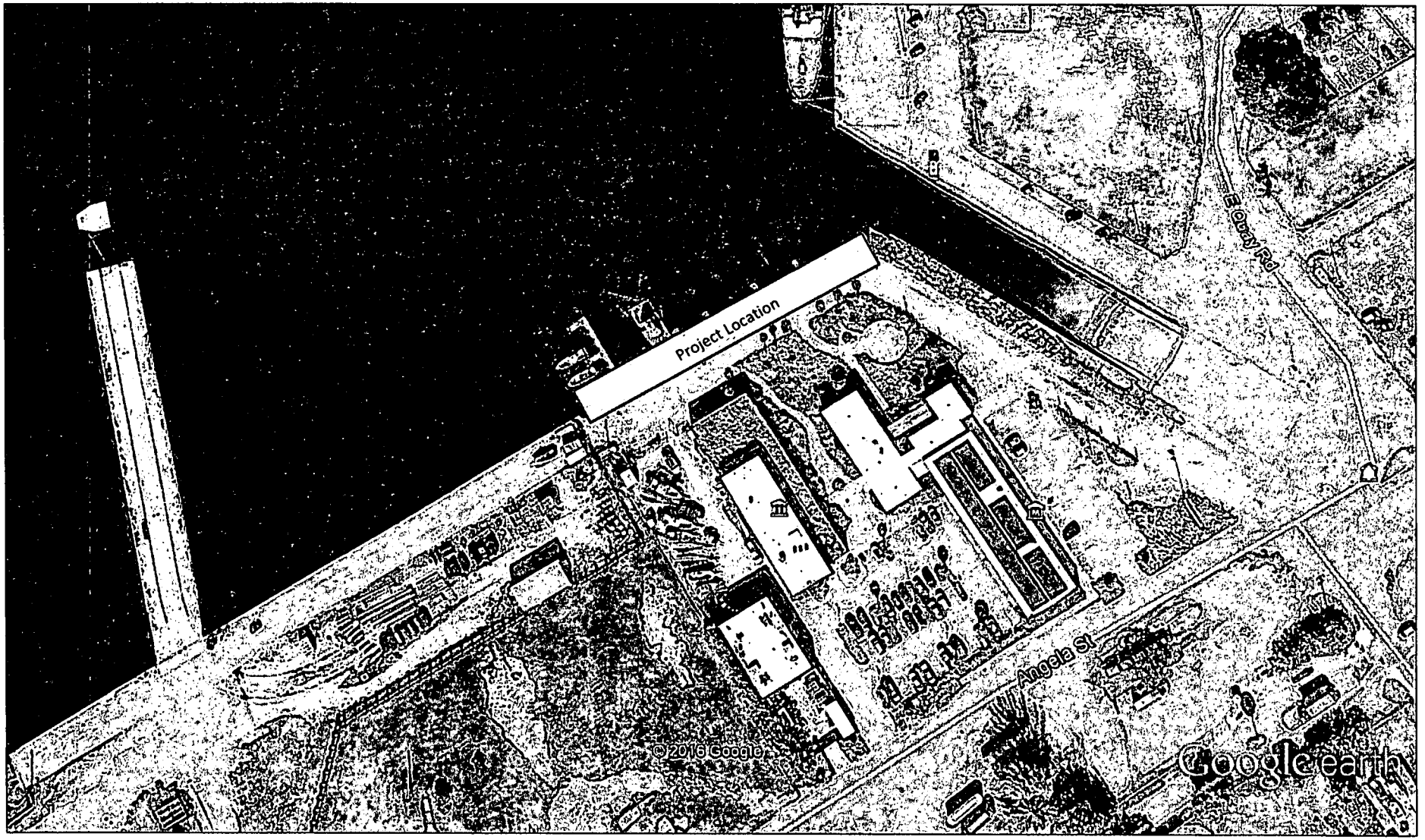
Task 2 - Engineering Services During Construction: Completion within nine (9) months of the Notice to Proceed being issued to the selected engineer or City staff.

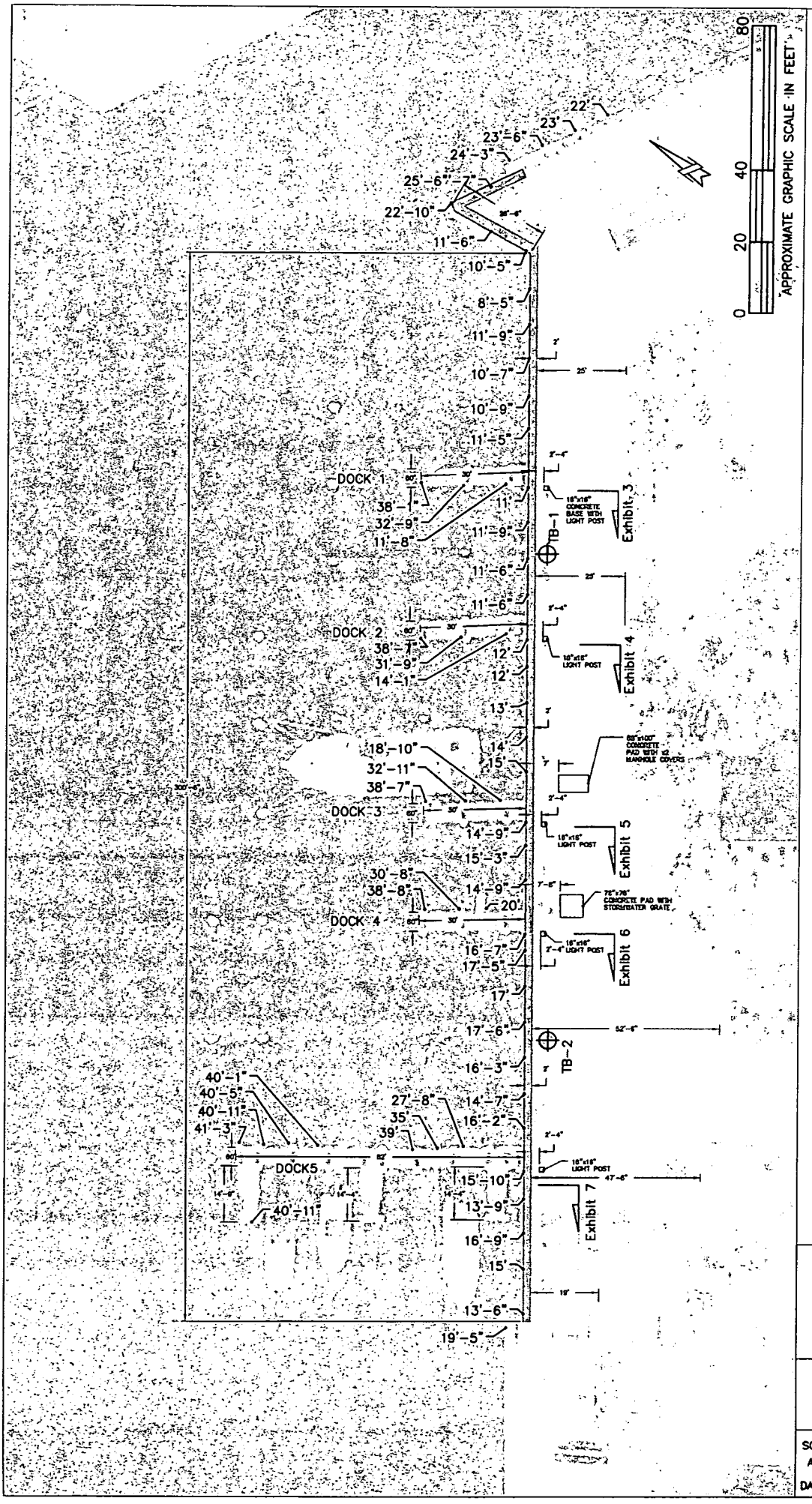
FY2014-2015 Grant Expenditure Status

The City fully intends to expend the grant funding provided by the FDSTF during the FY2014-2015 cycle. Due to the significant costs associated with Phase I of the project, it has been segmented into Phase IA and Phase IB. The construction contract for Phase IA has been awarded with three separate Notice to Proceed dates. The elements included in the previously funded grant application are predominately located in the first NTP under which the contractor currently proceeding. Based on this progress, the City fully anticipates requesting reimbursement for the full award amount no later than December 31, 2016.

Truman Annex Seawall Refurbishment

Truman Annex Seawall Refurbishment





LEGEND:

60" — DIMENSIONS (FIELD-MEASURED)

15' — HEIGHT (MEASURED FROM TOP OF SEAWALL TO TOE of SEAWALL)

DEPTH — AVERAGE DISTANCE FROM TOP OF WALL TO WATER WAS: 7-FEET

SO, IF HEIGHT WAS MEASURED AT 15', WATER DEPTH AT THAT POINT IS: 15' - 7' = 8'

BORING LOCATION

NOTES:

1. ALL DIMENSIONS AND ELEVATIONS SHOWN WERE FIELD-MEASURED USING 25' AND 100' TAPE MEASURES. THE SEAWALL LENGTH WAS MEASURED USING A WHEEL MEASURE.
2. DATA COLLECTED ON 6/23/15. ELEVATION DATA AND WATER DATA COLLECTED BETWEEN 11:30AM TO 12:30PM.
3. ALL ELEVATIONS SHOWN ARE MEASURED COMPARED TO THE ELEVATION OF THE SEAWALL AT EACH LOCATION. ELEVATIONS AT DOCKS WERE COMPARED TO THE RELATIVE ELEVATION AT THE SEAWALL IN FRONT OF THE DOCK.
4. THE SEAWALL CAP IS 2' WIDE BY 1' TALL. THE SEAWALL APPEARS TO BE MADE OF REINFORCED CONCRETE.
5. MEASUREMENTS ARE ROUNDED TO THE NEAREST INCH.
6. DISTANCE TO WATER IS MEASURED FROM THE TOP OF THE EXISTING WALL TO THE TOP OF WATER AT THE TIME TAKEN.

TRUMAN SEAWALL
KEY WEST, FL
EXHIBIT 1 - DEPTHS

TETRA TECH, INC.

SCALE: AS SHOWN DATE:	PREPARED: FM CHECKED: APPROVED:	CAD FILE NO. Site Visit 062315 DRAWING NO. G-01

Exhibit D

EXHIBIT D – Audit Requirements

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

1. In the event that GRANTEE expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of $500,000 in any fiscal year of GRANTEE, GRANTEE must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, GRANTEE shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for Defense Infrastructure grants is 40.003, Local Economic Development Initiatives is 40.012, Military Base Protection, Defense Reinvestment and **Defense Support Task Force grants is 40.014**.

2. In connection with the audit requirements, GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.

3. If GRANTEE expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that GRANTEE expends less than $500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from GRANTEE funds obtained from other than State entities).

4. GRANTEE must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by GRANTEE for work required under terms of this Agreement. In the executed subcontract, GRANTEE shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, GRANTEE shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. GRANTEE shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at https://apps.fldfs.com/fsaa/catalog.aspx for assistance.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters

and GRANTEE's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

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

Marcy Muldrow Sanders
Enterprise Florida, Inc.
101 North Monroe Street., Suite 1000
Tallahassee, Florida 32301

and

Rodney Ownby
Enterprise Florida, Inc.
800 N. Magnolia Ave., Suite 1100
Orlando, Florida 32803

and

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

RECORD RETENTION

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

Exhibit E

Florida Defense Support Task Force

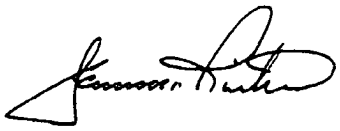
May 20, 2016

SUBJECT: Announcement of FY 2016 - 2017 Florida Defense Support Task Force Grant Awards

The Florida Defense Support Task Force met on May 19, 2016 to consider funding applications for projects that would accomplish the mission of the Task Force and support the goals outlined in the Task Force Strategic Plan. After careful review of the applications submitted for funding from the Florida Defense Support Task Force for FY 2016- 2017, the Task Force approves the 7 applicants listed below to receive grant awards.

Applicant	Project	Award
Highlands County	Acquire conservation easements to prevent encroachment to Avon Park AF Range	$500,000
Clay County	Acquire 630 acres adjacent to Camp Blanding to prevent encroachment	$400,000
Economic Development Council of Okaloosa County	Facilitate the expansion of non-hazardous military training to pre-designated state lands to relieve congestion at Eglin AFB	$250,000
National Math And Science Initiative	Increase military students test scores in math, science and English: focused on Bay and Clay counties	$175,000
Military Child Education Coalition	Provide support to military schoolchildren in 12 counties to improve student outcomes	$225,000

Doolittle Institute	Establish a technology innovation center to support weapons development mission of Eglin AFB	$100,000
City of Key West	Refurbish Truman Annex seawall	$150,000
	TOTAL	**$1,800,000**



Senator Garrett Richter

Chairman, Florida Defense Support Task Force

Exhibit F

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

COMPLIANCE CERTIFICATION FORM

DATE:

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

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

Contractor Certification:

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

Contractor Name printed: Title:
Contractor Signature: Date:

EFI Contract Manager Certification:

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

EFI Contract Manager Name printed: Title:
EFI Contract Manager Signature: Date: