

which interrupts or delays ROSTAN's performance, then the time of performance shall be excused for the period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.

- 3.4. **Term and Termination.** This Agreement shall be in effect for the limited period of time necessary to meet the emergency and/or exigent needs of the CLIENT before a procurement allowing for full and open competition can be legitimately conducted. The term of this Agreement shall not exceed 90 days, unless a written justification is produced and signed by both parties documenting the reasons for the extension. The CLIENT recognizes and acknowledges that eligibility for federal reimbursement of disaster-related costs will require demonstration of compliance with federal procurement regulations contained 2 CFR Part 200 [Uniform Administrative Requirements, Cost-Principles, and Audit Requirements for Federal Awards].

This Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated, however any outstanding Task Orders will not be affected by any such termination. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

4. COMPENSATION

- 4.1. **ROSTAN Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the CLIENT shall pay ROSTAN the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the parties or otherwise contemplated in this Agreement. The CLIENT must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by CLIENT to raise any such dispute within the Invoice Dispute Period shall result in CLIENT waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. Invoices are payable by the CLIENT within thirty (30) calendar days after receipt of invoice by CLIENT.
- 4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, or the highest rate allowable by law, at the discretion of Rostan and waivable in whole or in part by ROSTAN at its discretion.

5. NON-CONTROLLABLE COSTS

- 5.1. **Non-Controllable Costs.** ROSTAN has no control over the cost of labor, materials, equipment or services furnished by others, including, but not limited to, CLIENT'S contractors, and/or subcontractors. ROSTAN has no control over any other person or entity's methods of determining prices. Further, ROSTAN has no control over competitive bidding or market conditions. ROSTAN's opinion of probable cost is made on the basis of ROSTAN's experience and qualifications and represents ROSTAN's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. ROSTAN does not guarantee that proposals, bids or actual project cost will not vary from ROSTAN's opinions of probable cost.

6. GENERAL CONSIDERATIONS

- 6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT or ROSTAN may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to ROSTAN performing the changed

services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required materials, labor, and/or resources. Any changes requested by CLIENT or ROSTAN must be requested and approved by the CLIENT's or ROSTAN's authorized representative as the case may be.

- 6.2. **Access to Records.** The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) ROSTAN agrees to permit any of the foregoing parties to reproduce or to copy excerpts and transcriptions as reasonably needed; and (c) ROSTAN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the CLIENT.
- 6.3. **Confidentiality and Proprietary Information.** In the course of providing services under this Agreement, CLIENT and ROSTAN may receive confidential and/or proprietary information and/or materials of the other Party. Each Party agrees to hold secret and confidential all information designated by the other Party as confidential ("Confidential Information"). Neither Party will reveal Confidential Information to a third party unless: (a) the non-disclosing Party consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, and technical information furnished to CLIENT by ROSTAN or developed for CLIENT by ROSTAN in connection with the Scope of Services are, and will remain, the property of the CLIENT.
- 6.3.1. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend mediation. The Parties agree that the Party who initiates the dispute by this procedure shall provide to the non-initiating Party notice of the commenced proceedings and the names of three (3) proposed mediators, whereby the non-initiating Party shall within ten (10) days thereafter select one (1) mediator of the proposed mediators to conduct the mediation. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the Parties but shall not include travel costs of either Party associated with attending the in-person mediation and/or the expenses of each Party's own legal counsel. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required at the discretion of ROSTAN and/or in the event ROSTAN brings an action against the client for unpaid invoices or other unpaid fees.
- 6.3.2. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 6.3.3. **Compliance with Dispute Resolution.** In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 6.3.1 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place (except in the case where ROSTAN waives such mediation), the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.
- 6.4. **Remedies.** Nothing in this Agreement otherwise prevents the either Party from utilizing any available remedies, administrative, contractual, or legal, where either Party has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.

6.5. Mutual Indemnification.

6.5.1. ROSTAN hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of Rostan in the performance of its obligations under this Agreement.

6.5.2. The CLIENT hereby agrees to indemnify and hold ROSTAN harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of CLIENT as related to the services which CLIENT has engaged ROSTAN for under this Agreement or for any injuries suffered by an employee or contractor of CLIENT who is performing work for CLIENT.

6.6. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the Parties agree that neither the CLIENT nor ROSTAN shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by ROSTAN hereunder which shall be capped to the extent of ROSTAN's insurance coverage, in no event will ROSTAN's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed the fees which ROSTAN has been paid for services from which the liability arises. Further, ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with applicable programs incident thereto. ROSTAN will not be responsible for other contractors' or subcontractors' failure to perform the work in accordance with their applicable contract with the CLIENT or any other agreement. ROSTAN will not be responsible for the acts or omissions of contractors or subcontractors, or any of their agents or employees or any other persons or entities at the Site or otherwise performing any of the work.

6.7. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.

6.8. **Successors.** This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the non-assigning Party.

6.9. **Independent Contractor.** ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.

6.10. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the Party.

6.11. **Entire Agreement.** This Agreement, including Schedules, Attachments, and Task Orders (including references to other agreements contained in the Task Order), which are executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN, unless otherwise provided in this Agreement.

6.12. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a Party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

6.13. **Effective Date.** This Agreement is effective on the date shown on the cover page.

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Quincy, FL and Rostan Solutions, LLC

Page 6 of 13

Task Order Contract

7. SCHEDULES.

7.1 Schedules. The following **Schedules**, as well as any future applicable Task Orders, are attached hereto and made a part of this Agreement:

7.1.1 Schedule A: *Sample Task Order*

(a) Attachment 1: Scope of Services

(b) Attachment 2: Fee Schedule

7.1.2 Schedule B: *Fee Schedule*

7.1.3 Schedule C: *Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*

7.1.4 Schedule D: *Certification Regarding Lobbying*

7.2 Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation ("CFR") Part 200.326 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion within Schedule C "*Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*", are incorporated into the terms of this Agreement, as applicable, and any Task Orders issued.

8.0 Execution Authority. This Agreement is a valid and authorized undertaking of the CLIENT and ROSTAN. The representatives of the CLIENT and ROSTAN who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CITY OF QUINCY, FL

ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Name: Jack L. McLean Jr.

Name: Kyle Jones

Title: City Manager, City of Quincy

Title: Vice President

Date: _____

Date: _____

Task Order Contract

SAMPLE

SAMPLE

Schedule A

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the Agreement between **CLIENT** and **ROSTAN**, effective _____, 2020 the **CLIENT** hereby authorizes **ROSTAN** to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: SAMPLE

Project Location: _____

CLIENT Representative: _____

ROSTAN Representative: _____

2. Scope of Services: ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. Period of Service: The period of service shall be _____, 2020 through _____, 20__.

4. Compensation: ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the **CLIENT**, is \$_____.

5. Fee Schedule: This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

6. Amendment: [] This Task Order amends a previously executed Task Order No. _____, Dated _____.

ISSUED AND AUTHORIZED BY:
CITY OF QUINCY, FL

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

Task Order Contract

SAMPLE

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Scope of Services

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Fee Schedule

Schedule B
Fee Schedule

1.) Grant Management and Administration Pricing.

PROGRAM:	
Principal/Program Manager	\$185.00
Senior Program Specialist	\$175.00
Project Manager	\$160.00
Senior Consultant	\$150.00
Consultant	\$125.00
Junior Consultant	\$105.00
Administrative Support	\$85.00

2.) Expenses and Travel. Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.

Schedule C

Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

Throughout the performance of any work under this Agreement, ROSTAN (hereinafter "CONTRACTOR") agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
2. **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.** As required by Federal program legislation:
 - a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act* (40 USC 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the

Task Order Contract

Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.

- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
3. **Compliance with the Contract Work Hours and Safety Standards Act.**
 - a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation, liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The CLIENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
4. **Rights to Inventions Made Under a Contract or Agreement**. As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.
5. **Clean Air Act and Federal Water Pollution Control Act**. As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:
 - a. Clean Air Act.
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
 - ii. The CONTRACTOR agrees to report each violation to the CLIENT] and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to the State of

Task Order Contract

Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

b. Federal Water Pollution Control Act

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The CONTRACTOR agrees to report each violation to the CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. **Suspension and Debarment.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c. CONTRACTOR's certification is a material representation of fact relied upon by the CLIENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

- a. The CONTRACTOR certifies to the CLIENT that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier to tier up to the CLIENT.

8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:

- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smn/comprehensive-procurement-guideline-cpg-program>.

9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.

Schedule D

Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 1
Task Order Date: January 26, 2021

Subject to the Agreement for Professional Services between the City of Quincy, FL ("CLIENT") and Rostan Solutions, LLC ("ROSTAN"), effective as of December January 26, 2021 ("Agreement") the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information:

Project Name: Hurricane Sally [DR-4564-FL] - City of Quincy, FL
Exigent Grant Management and Administration Support

Project Location: City of Quincy, FL

CLIENT Representative/Point of Contact: Dr. Beverly Nash, Grants Manager

ROSTAN Representative: Keithan Williams, PMP, Project Manager

2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
3. **Period of Service:** The period of service shall be January 26, 2021 through April 25, 2021 (90 days).
4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$30,000.00.
5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

ACCEPTED AND AGREED TO BY:
CITY OF QUINCY, FL

By: _____

Name: Jack L. McLean Jr.

Title: City Manager, City of Quincy, Florida

Date:

ISSUED AND AUTHORIZED BY:
ROSTAN SOLUTIONS, LLC

By: _____

Name: Kyle Jones

Title: Vice President

Date:

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 1
Task Order Date: January 26, 2021

Attachment 1

Scope of Services

1.) Recovery Consulting Services

Grant Management Tasks:

- Provide general grant management consulting.
- Assist in the development of a disaster recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to State and FEMA as necessary.
- Facilitate the management of all submitted documentation, including Procurement Specifications for Restoration phase efforts and respond to all STATE/FEMA Requests for Information (RFI).
- Facilitate meetings with applicable agencies

Eligibility Tasks:

- Review eligibility issues.
- Work with CLIENT to develop justifications for work performed to remediate, restore, and mitigate.
- Assist CLIENT in developing approach to filing and tracking costs.
- Assist CLIENT with Cost Analysis and RFI's
- Review contracts and purchasing documentation.
- Review documentation prepared by CLIENT.
- Assist CLIENT with compiling costs and damages for presentation to FEMA and STATE.
- Assist CLIENT to prepare Project Worksheets (PW) documentation.
- Assist CLIENT with any disputes and appeal/arbitration issues

Engagement Task Deliverables:

- Work with STATE and FEMA representatives to facilitate the coordination of eligible damages for reimbursement for Emergency protective measures.
- Prepare Status meetings, notes and action items
- Recommendation Memos regarding FEMA Process and/or Policy (as needed)
- Conduct Damage Assessments / Site Inspections as needed and provide Eligibility Determinations
- Formulate the required Detailed Damage Dimensions (DDD) for projects
- Develop the Essential Element of Information (EEI) for projects
- Develop Project Scoping / Cost Estimating Format (CEF) and Perform Cost Validation in FEMA RS Means
- Draft Project Worksheet(s) / supporting documentation, Emergency work categories.
- Draft projects / grant applications for mitigation work / hazard vulnerability / resiliency improvements.
- Support Services for estimating, Engineers, Environmental, Remediation, etc.
- Support in required responses to appeals, audits, and state/federal RFIs.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 1

Task Order Date: January 26, 2021

An assigned project manager will serve as engagement leader and perform the tasks outlined above, taking direction from CLIENT's designee. Other Rostan consulting staff will provide support or technical services as required for implementation and accounting of emergency protective measures.

CLIENT Responsibilities:

To assist us in completing the various work tasks described, CLIENT may need to assemble and provide the following information and resources:

- Identify a central contact person / key contact.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 1

Task Order Date: January 26, 2021

Attachment 2

- 1.) **Pricing.** The scope of services set forth herein for Task Order 1 is being estimated conservatively based upon current knowledge of incurred costs, expenses, force account labor, materials and equipment. The budget estimate for this Task Order is a not-to-exceed amount of \$30,000.00. The Task Order budget amount will not be increased without prior written authorization from CLIENT.
- 2.) **Expenses and Travel.** Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.
- 3.) **Rate Schedule.** See Schedule B of the Agreement between the City of Quincy, FL and Rostan Solutions, LLC, effective January 26, 2021.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 2

Task Order Date: January 26, 2021

Subject to the Agreement for Professional Services between the City of Quincy, FL ("CLIENT") and Rostan Solutions, LLC ("ROSTAN"), effective as of December January 26, 2021 ("Agreement") the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information:

Project Name: Continuation of Hurricane Michael [DR-4399-FL] - City of Quincy, FL
Exigent Grant Management and Administration Support

Project Location: City of Quincy, FL

CLIENT Representative/Point of Contact: Dr. Beverly Nash, Grants Manager

ROSTAN Representative: Keithan Williams, PMP, Project Manager

2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
3. **Period of Service:** The period of service shall be January 26, 2021 through April 25, 2021 (90 days).
4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$20,000.00.
5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

ACCEPTED AND AGREED TO BY:
CITY OF QUINCY, FL

By: _____

Name: Jack L. McLean Jr.

Title: City Manager, City of Quincy, Florida

Date:

ISSUED AND AUTHORIZED BY:
ROSTAN SOLUTIONS, LLC

By: _____

Name: Kyle Jones

Title: Vice President

Date:

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 2
Task Order Date: January 26, 2021

Attachment 1

Scope of Services

1.) Recovery Consulting Services

Grant Management Tasks:

- Provide general grant management consulting.
- Assist in the development of a disaster recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to State and FEMA as necessary.
- Facilitate the management of all submitted documentation, including Procurement Specifications for Restoration phase efforts and respond to all STATE/FEMA Requests for Information (RFI).
- Facilitate meetings with applicable agencies

Eligibility Tasks:

- Review eligibility issues.
- Work with CLIENT to develop justifications for work performed to remediate, restore, and mitigate.
- Assist CLIENT in developing approach to filing and tracking costs.
- Assist CLIENT with Cost Analysis and RFI's
- Review contracts and purchasing documentation.
- Review documentation prepared by CLIENT.
- Assist CLIENT with compiling costs and damages for presentation to FEMA and STATE.
- Assist CLIENT to prepare Project Worksheets (PW) documentation.
- Assist CLIENT with any disputes and appeal/arbitration issues

Engagement Task Deliverables:

- Work with STATE and FEMA representatives to facilitate the coordination of eligible damages for reimbursement for Emergency protective measures.
- Prepare Status meetings, notes and action items
- Recommendation Memos regarding FEMA Process and/or Policy (as needed)
- Conduct Damage Assessments / Site Inspections as needed and provide Eligibility Determinations
- Formulate the required Detailed Damage Dimensions (DDD) for projects
- Develop the Essential Element of Information (EEI) for projects
- Develop Project Scoping / Cost Estimating Format (CEF) and Perform Cost Validation in FEMA RS Means
- Draft Project Worksheet(s) / supporting documentation, Emergency work categories.
- Draft projects / grant applications for mitigation work / hazard vulnerability / resiliency improvements.
- Support Services for estimating, Engineers, Environmental, Remediation, etc.
- Support in required responses to appeals, audits, and state/federal RFIs.

An assigned project manager will serve as engagement leader and perform the tasks outlined above, taking direction from CLIENT's designee. Other Rostan consulting staff will provide support or technical services as required for implementation and accounting of emergency protective measures.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 2

Task Order Date: January 26, 2021

CLIENT Responsibilities:

To assist us in completing the various work tasks described, CLIENT may need to assemble and provide the following information and resources:

- Identify a central contact person / key contact.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 2

Task Order Date: January 26, 2021

Attachment 2

- 1.) **Pricing.** The scope of services set forth herein for Task Order 2 is being estimated conservatively based upon current knowledge of incurred costs, expenses, force account labor, materials and equipment. The budget estimate for this Task Order is a not-to-exceed amount of \$20,000.00. The Task Order budget amount will not be increased without prior written authorization from CLIENT.
- 2.) **Expenses and Travel.** Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.
- 3.) **Rate Schedule.** See Schedule B of the Agreement between the City of Quincy, FL and Rostan Solutions, LLC, effective January 26, 2021.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 3
Task Order Date: January 26, 2021

Subject to the Agreement for Professional Services between the City of Quincy, FL ("CLIENT") and Rostan Solutions, LLC ("ROSTAN"), effective as of December January 26, 2021 ("Agreement") the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information:

Project Name: CARES Act/COVID-19 [DR-4486-FL.] - City of Quincy, FL
Exigent Grant Management and Administration Support

Project Location: City of Quincy, FL

CLIENT Representative/Point of Contact: Dr. Beverly Nash, Grants Manager

ROSTAN Representative: Keithan Williams, PMP, Project Manager

2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
3. **Period of Service:** The period of service shall be January 26, 2021 through April 25, 2021 (90 days).
4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$100,000.00.
5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

ACCEPTED AND AGREED TO BY:
CITY OF QUINCY, FL

By: _____

Name: Jack L. McLean Jr.

Title: City Manager, City of Quincy, Florida

Date:

ISSUED AND AUTHORIZED BY:
ROSTAN SOLUTIONS, LLC

By: _____

Name: Kyle Jones

Title: Vice President

Date:

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 3
Task Order Date: January 26, 2021

Attachment 1

Scope of Services

1.) Recovery Consulting Services

Grant Management Tasks:

- Provide general grant management consulting.
- Assist in the development of a disaster recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to State and/or FEMA as necessary.
- Facilitate the management of all submitted documentation, including Procurement Specifications for Restoration phase efforts and respond to all STATE/FEMA Requests for Information (RFI).
- Facilitate meetings with applicable agencies

Eligibility Tasks:

- Review eligibility issues.
- Work with CLIENT to develop justifications for work performed to remediate, restore, and mitigate.
- Assist CLIENT in developing approach to filing and tracking costs.
- Assist CLIENT with Cost Analysis and RFI's
- Review contracts and purchasing documentation.
- Review documentation prepared by CLIENT.
- Assist CLIENT with compiling costs and damages for presentation to FEMA and STATE.
- Assist CLIENT to prepare Project Worksheets (PW) documentation.
- Assist CLIENT with any disputes and appeal/arbitration issues

Engagement Task Deliverables:

- Work with STATE and FEMA representatives to facilitate the coordination of eligible damages for reimbursement for Emergency protective measures.
- Prepare Status meetings, notes and action items
- Recommendation Memos regarding FEMA Process and/or Policy (as needed)
- Conduct Damage Assessments / Site Inspections as needed and provide Eligibility Determinations
- Formulate the required Detailed Damage Dimensions (DDD) for projects
- Develop the Essential Element of Information (EEI) for projects
- Develop Project Scoping / Cost Estimating Format (CEF) and Perform Cost Validation in FEMA RS Means
- Draft Project Worksheet(s) / supporting documentation, Emergency work categories.
- Draft projects / grant applications for mitigation work / hazard vulnerability / resiliency improvements.
- Support Services for estimating, Engineers, Environmental, Remediation, etc.
- Support in required responses to appeals, audits, and state/federal RFIs.

An assigned project manager will serve as engagement leader and perform the tasks outlined above, taking direction from CLIENT's designee. Other Rostan consulting staff will provide support or technical services as required for implementation and accounting of emergency protective measures.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 3

Task Order Date: January 26, 2021

CLIENT Responsibilities:

To assist us in completing the various work tasks described, CLIENT may need to assemble and provide the following information and resources:

- Identify a central contact person / key contact.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 3

Task Order Date: January 26, 2021

Attachment 2

- 1.) **Pricing.** The scope of services set forth herein for Task Order 3 is being estimated conservatively based upon current knowledge of incurred costs, expenses, force account labor, materials and equipment. The budget estimate for this Task Order is a not-to-exceed amount of \$100,000.00. The Task Order budget amount will not be increased without prior written authorization from CLIENT.
- 2.) **Expenses and Travel.** Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.
- 3.) **Rate Schedule.** See Schedule B of the Agreement between the City of Quincy, FL and Rostan Solutions, LLC, effective January 26, 2021.

City of Quincy, Florida
Hurricane Michael (4399DR-FL)
FEMA's Public Assistance Grant Fund Allocations

Exhibit E

Declaration	Project Name	FEMA Category	Number of Project	Project Number	Federal Allocation	Voucher Number	Date Sent	State Allocation	Voucher Number	Date Sent	Action	TOTAL Amount
4399	Rest room Building at the Running/Walking Track	E	1	438	\$3,723.91	V000953	08-14-2019	\$620.65	V000950	09-04-2019	Paid	
4399	Restrooms and Ticket Building - Investing in Our Future	E	2	449	\$7,381.58	V001291	08-30-2019	\$1,430.20	V001289	09-17-2019	Paid	
4399	Well Field Main Control, Well #7, Well #6, Well #9	E	3	442	\$5,922.25	V001291	08-30-2019	\$367.09	V001285	09-17-2019	Paid	
4399	Debris Removal - 45 days 10-10-11-24	A	4	1013	\$122,080.87	V006273	04-13-2020	\$0.00		04-23-2020	Paid	
4399	Debris Removal - 45 days 10-10-11-24	A	5	1013	\$121,362.13	V004459	04-23-2020	\$0.00		06-30-2020	Paid	
4399	Debris Removal - flow 2E and beyond	A	6	1203	\$483,220.50	V005855	05-11-2020	\$16,845.58	V006801	05-30-2020	Paid	
4399	Wastewater Treatment Plant	E	7	1117	\$5,479.36	V006828	05-12-2020	\$912.56	V005825	06-30-2020	Paid	
4399	Quincy Buildings 1	E	8	762	\$27,071.52	V006828	05-12-2020	\$4,512.75	V006825	06-30-2020	Paid	
4399	Emergency Protective Measures Buildings and Equipment	B	9	477	\$73,952.85	V001137	07-17-2020	\$0.00		09-11-2020	Paid	
4399	Buildings Damaged	E	10	1014	\$25,121.58	V000205	07-23-2020	\$4,186.51	V000120	08-29-2020	Paid	
4399	Debris Removal - 45 days 10-10-11-24	A	11	678	\$11,236.25	V000620	08-17-2020	\$1,859.38	V000618	09-11-2020	Paid	
4399	428 Project Utilities - Distribution (City-Wide)	F	12	1013	\$18,059.15	V002019	10-19-2020	\$0.00		11-19-2020	Paid	
4399	428 Project Utilities - Distribution (City-Wide)	F	13	1024	\$741,144.37	V002692	11-13-2020	\$40,190.73	V002689	12-11-2020	Paid	
4399	428 Project Utilities - Distribution (City-Wide)	F	14	1033	\$659,210.03	V002926	12-04-2020	\$103,868.84	V002922	12-11-2020	Paid	
4399	428 Project Utilities - Distribution (City-Wide)	F	15	1033	\$933,333.41	V003147	12-15-2020	\$355,555.57	V003118		Approved by State Comptroller	\$53,977,068.40
					\$2,230,284.05			\$346,780.34				

Please Note: Total Number of Projects = 17; remaining to be completed are: Fiber Optic Communication Lines (Category F) and indirect/Direct Administrative Costs (Category E)

As of January 22, 2021

Source: Florida Public Assistance Grant website. This site is for the online application and management of the FEMA's Public Assistance (PA) grant. State and local governments Public Assistance (PA) is a federal grant program to aid in returning a disaster area to pre-disaster conditions.

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: January 26, 2021

DATE OF REQUEST: January 5, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager
Dr. Beverly A. Nash, Grants

SUBJECT: Funded Project from the Florida Department of Economic Opportunity (DEO): Rural Infrastructure Fund - Scope of Work and Task Orders between the City of Quincy and Dewberry Engineering (Project Planning and Preparation Grant)

Statement of Issue:

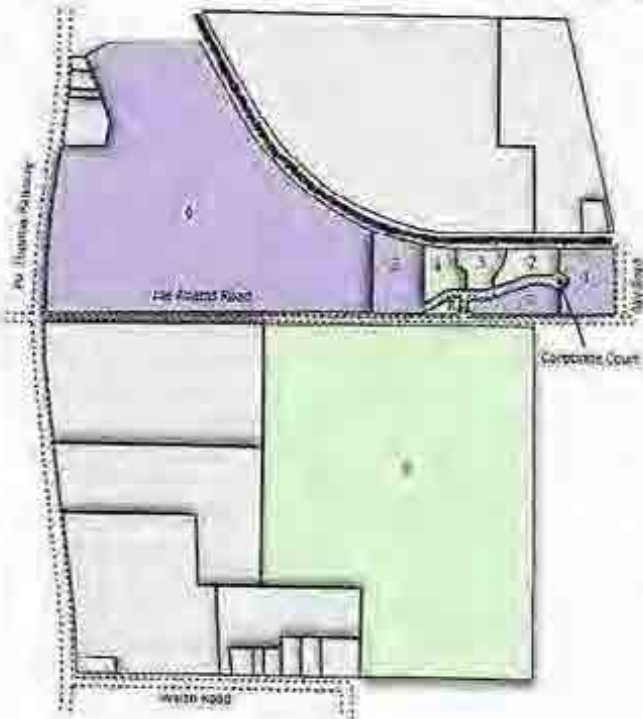
This project will allow the City of Quincy to contract with Dewberry Engineering, Inc. and allow the City of Quincy to build upon and maximize its assets, along with positioning itself for sustainability, future growth and expansion. The goal is to be in a position to incrementally attract new residents and businesses, along with the retention and expansion of existing resources within the City and County.

Background:

At the November 20, 2019 Special Meeting, the Commission approved for the City of Quincy to apply for the Florida Department of Economic Opportunity grant request for proposal. The grant proposal was specifically for: **Part 1 - infrastructure feasibility studies (environmental), design and engineering or other infrastructure activities (storm water layout, traffic analysis, and utility corridors)** (amount = \$149,950.00) and Part 2 – a five-year strategic economic development and implementation plan (amount = \$147,850.00).

The grant was approved and funded in the amount of **\$297,800.00** (total cost reimbursement) by way of a letter from the Florida Department of Economic Development dated January 13, 2020. The grant funding period: February 1, 2020 – January 31, 2022. The funded grant requires no match.

Part 1: Quincy Joe Adams Road Business/Commercial Park:



Expanding the Quincy Joe Adams Road Commercial Park will result in a competitive and attractive shovel-ready site for new and expanding businesses located conveniently near the I-10 and Highway 276 (Pat Thomas Parkway) interchange. The engineering, design and master planning efforts work towards achieving the Phase I environmental permit, which eliminates significant lead-time for business prospects. Ten acres of the 364.76-acre park will be dedicated to a solar installation that will lower power rates while raising the visibility of this commercial park. Corporations are

attracted to ethical, social, environmental, cultural, and economic solutions that develop long-term stakeholder value. The expansion of the Commercial Park is inextricably linked to business expansion plans and can anchor tenants for shovel-ready industrial spaces. This effort has the potential to create 4 million square feet of new industrial capacity.

Eight of the parcels located north of Joe Adams Road have been improved and four of the eight are occupied. These improvements made by the City of Quincy amount to an approximately \$800,000 investment including design and construction of roads and utilities. The City of Quincy has a local civil engineering firm approved by the City Commission that will be coordinating the development of Part 1 of the funded grant: Dewberry Engineering, Inc.

Part 2: Opportunity for All: Strategies for Inclusive Economic Development - a five-year strategic economic development and implementation plan geared toward ensuring a talent pipeline to serve existing, expanding and new businesses locating in the City of Quincy and Gadsden County. The scope of work and contractual agreement was previously approved by Commission on Tuesday, May 12, 2020.

City Commission Action Needed:

Options:

- Option 1: Vote to approve the scope of work and task orders from Dewberry Engineering in the amount of \$149,950.00 and to authorize the Mayor and/or the City Manager to sign the scope of work and task orders.
- Option 2: Vote to deny the scope of work and task orders.
- Option 3: Provide directions to staff on further actions.

Staff Recommendation:

Option 1.

Attachments:

- Exhibit A: Letter: Florida Department of Economic Opportunity, Signed Award Letter
- Exhibit B: Cover Letter: Dewberry Engineering, Inc. to Mayor Harris.
- Exhibit C: Task Orders – Exhibit A – Joe Adams Road Industrial/Commercial Park – Professional Engineering Services, January 2021 – December 2021.

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

January 13, 2020

Mr. Jack McLean
City Manager
City of Quincy
404 West Jefferson Street
Quincy, FL 32351

Re: City of Quincy - Rural Infrastructure Fund - Project Planning and Preparation Grant

Dear Mr. McLean:

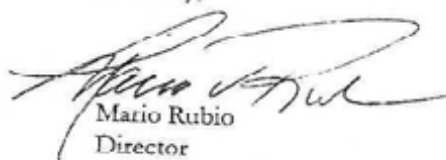
It is my pleasure to inform you that the application submitted by the City of Quincy for a Rural Infrastructure Fund Project Planning and Preparation Grant has been approved for \$297,800.00. Proceeds from this grant will be used to fund a feasibility study and environmental surveys necessary to finalize a plan for attracting new businesses to the Quincy Joe Adams Commerce Park and continuation of the "Opportunity for All" Strategic Economic Development Plan that takes a "holistic" approach to economic development planning and ensuring a "pipeline" of talent for new and existing businesses.

The grant is effective February 1, 2020 and will expire on January 31, 2022. Because this award is ultimately dependent upon mutual execution of a contract, the City of Quincy must refrain from making any public announcement with respect to this matter unless such an announcement has been coordinated with and approved by DEO.

Please be advised that funds for this award may not be disbursed prior to the complete execution of the agreement. As soon as the preliminary review of the agreement is completed, a copy of the agreement will be emailed to the project's contact person. The City of Quincy's authorized person must sign and date three (3) copies of the agreement and submit to DEO within 45 days of receipt.

If you have any questions about this award or the grant agreement, please contact Robin Liford in the Bureau of Small Cities and Rural Communities by phone at (850) 717-8481 or by email at Robin.Liford@deo.myflorida.com.

Sincerely,



Mario Rubio
Director

MR/dl

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

January 5, 2021

Ronte Harris, Mayor
City of Quincy
404 West Jefferson Street
Quincy, FL 32351

RE: Joe Adams Rd Industrial Park – Site Feasibility Study

Dear Mayor Harris:

It is our understanding that the City has received funding from the Florida Department Economic Opportunity (DEO) through the Rural Infrastructure Program for planning services associated with the commercial/industrial site owned by the City of Quincy located on Joe Adams Rd. Based on a preliminary review of the site it is our understanding the site encompasses approximately 350 acres of undeveloped land which may contain environmentally sensitive areas such as wetlands and floodplains. It is also our understanding that the City intends to develop a master site plan that will accommodate these environmentally sensitive areas as well as outline the necessary utility, storm water and access improvements to develop the property as a marketable site. Dewberry Engineers, Inc. (DEI) is pleased to provide this Task Order to provide the requested services to complete the proposed project. **Exhibit A** contains a detailed Task Order with a description of the scope of services for this project. DEI proposes to provide these services for a total fee of **\$149,950.00**. The associated fees are consistent with the available grant funding.

If you have any questions, please give me a call at 850.674.3300.

Sincerely,

Justin Ford

Justin Ford, P.E.
Associate Vice President

EXHIBIT A
JOE ADAMS RD INDUSTRIAL PARK – FEASIBILITY STUDY
PROFESSIONAL ENGINEERING SERVICES
FOR CITY OF QUINCY
JANUARY 2021

This Task Order is for the purpose of Dewberry Engineers, Inc. (DEI) as the ENGINEER to provide professional services for the Joe Adams Rd Industrial Park – Site Feasibility Study project for the City of Quincy acting by and through its Commission.

DESCRIPTION OF ENGINEERING SERVICES
SCOPE OF SERVICES

A. TASK 1

Complete a Feasibility Study of the current commerce park to ensure compliance with Comprehensive Plan requirements. Recommendations of necessary changes will be included in the report.

Subtasks:

- Land Use Research Report
- Provide outline of necessary Comprehensive Plan Amendments necessary to meet desired outcome
- Complete necessary documentation/applications for Comprehensive Plan amendments.

FEE: \$19,500

SCHEDULE: January 2021 – April 2021

B. TASK 2

Complete a Phase I environmental assessment and determine potential impacts to the site from the proposed development.

Subtasks:

- Complete a Phase I Environmental assessment
- Perform a cultural survey of the site and submit the results to the State Historic Preservation Office

FEE: \$16,150

SCHEDULE: January 2021 – April 2021

C. TASK 3

Complete an on-site evaluation of the subject parcels. This evaluation will include a boundary and topographic survey as well as a wetlands delineation and qualitative assessment of the identified wetlands. A geotechnical investigation will also be completed to determine soil suitability for building pad as well as storm water management options.

Subtasks:

- Boundary and Topographic survey
- Delineate on-site wetlands and UMAM assessment
- Perform a geotechnical survey of the parcel to support storm water and foundation designs

FEE: \$65,300

SCHEDULE: January 2021 – June 2021

D. TASK 4

Development of a Preliminary Site Master Plan outlining the conceptual layout of

commercial lots, storm water facilities, utility layout, and ingress/egress. This layout will be utilized in presentations to funding agencies as well as potential tenants of the site. Additionally, a Preliminary Engineering Report will be prepared to evaluate the existing public infrastructure as well as the estimated demands of the potential development. Alternatives to meet the estimated demands shall be evaluated and recommendations provided to the City.

Subtasks:

- Develop a series of conceptual layouts to be reviewed by appropriate stake-holders
- Upon selection of a conceptual layout complete the following preliminary design concepts:
 - Lot layout
 - Site Grading Plans
 - Utility Plans
 - Roadway Plans
- Collect data on existing available services
- Develop concepts of potential development to determine estimated utility demands
- Develop alternatives, with costs, to meet the anticipated demands
- Prepare an environmental impact report associated with the proposed improvements

FEE: \$49,000

SCHEDULE: July 2021 – December 2021

E. DELIVERABLES

1. DEI shall provide 3 copies of the land use report.
2. DEI shall provide 1 complete set of required documents for required Comprehensive Plan Amendments.
3. DEI shall provide 3 copies of the completed Phase I Environmental Report
4. DEI shall provide 3 copies of the cultural resource survey report.
5. DEI shall provide 3 signed and sealed copies of the boundary and topographic survey.
6. DEI shall provide 3 copies of the delineated wetlands and the associated UMAM report.
7. DEI shall provide 1 copy of the signed and sealed geotechnical report.
8. DEI shall provide 3 copies of the conceptual layout for review by the City.
9. DEI shall provide 3 sets of 100% site plans with the associated utility, storm water, and roadway designs.
10. DEI shall provide 3 copies of the completed Preliminary Engineering Report and Environmental Report.

F. PROFESSIONAL SERVICE FEES

DEI proposes to provide these services for a lump sum fee of: TOTAL: \$149,950.00

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

DEWBERRY ENGINEERS, INC.

20684 Central Ave. East, Suite 1

Blountstown, FL 32424

By: _____

Name and Title: Justin Ford, P.E., Associate VP

Witnessed: _____

Date: _____

CITY OF QUINCY, FLORIDA

404 West Jefferson Street

Quincy, FL 32351

By: _____

(signature)

Name and Title: Ronte Harris, Mayor and/or Jack L. McLean Jr., City Manager

Witnessed: _____

Date: _____



**City of Quincy
City Commission
Agenda Request**

Date of Meeting: January 26, 2021
Date Submitted: January 20, 2021
To: Honorable Mayor and Members of the City Commission
From: Jack L. McLean Jr., City Manager
Ann Sherman, Human Resources Director
Subject: Request for New Position

=====

Statement of Issue:

Unanswered phone calls at the City Hall is a concern of the public and the Commission. The rotation of the Hunt System of routing calls is not well accepted and does not meet the expectations of the customers/rate payers. Staff is requesting a new position dedicated to answering and routing phone calls.

Background:

In the past, the City of Quincy employed a full-time telephone operator covering all incoming calls to City Hall. The purpose was to route these calls to the appropriate departments to address the inquiry. If the individual was not available, the operator took messages for a return call to the inquirer. The operator was supported by administrative personnel during lunch hours and breaks. This requested position expands the duties and responsibilities of an operator position.

Conclusion:

The approval of a full-time position will provide the department the ability to not only provide phone coverage but improve the delivery of service we provide to the citizens, employees and our customers.

Options:

Option 1: Vote to approve the new full-time position as requested.

Option 2: Provide Directions.

Staff Recommendation:

Option 1

Attachment:

- Customer Service/Human Resources Analyst Job Description

Job Description

Position Title: Customer Service/Human Resources Analyst

Department: Customer Service

Pay Grade: 22

Salary Range: \$27,422.00 - \$33,499.00 - \$39,593.00

Summary/Objective

This position performs a variety of functions mainly in the Customer Services Department with extended responsibilities in the Human Resources Department. The position requires some degree of independent judgement in decision making. It also requires the ability to resolve customer problems and concerns in delivering quality services to the Citizens of Quincy.

Major Duties

1. Phone Coverage including routing calls to appropriate personnel
2. Customer Interface
3. Interact with the Social Service Agencies in paying customers utility bills
4. Prepares monthly statistical analysis on utility accounts i.e., delinquencies, extensions, payment plans and etc.
5. Keeps Director informed on key assignments and any problem areas.
6. Assist Customer Service Cashiers in making Customer Courtesy Calls
7. Update and maintain customer contact data base
8. Manage and Maintain analysis on the Employee COVID 19- Testing Program
9. Update and maintain Risk Management case files

Qualifications

Must possess a High School Diploma or AA Degree. Must have 2-5 years of work experience working with the public. Must have skills and the ability to operate a computer, have experience with Excel Spread Sheets, and other tools needed to perform the job.

This is a full-time position, operating Monday-Friday from 8:00am to 5:00pm. Occasional overtime maybe required.