

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/smm/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

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

Exhibit C

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	\$1,230.26	V001289	09-17-2019	Paid	
4399	Well Field Main Control, Well #7, Well #6, Well #8	E	3	442	\$5,922.55	V001291	08-30-2019	\$987.09	V001289	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	V006499	04-23-2020	\$0.00		06-30-2020	Paid	
4399	Debris Removal - Nov 25 and beyond	A	6	1203	\$483,220.50	V006806	05-11-2020	\$26,845.58	V006801	06-30-2020	Paid	
4399	Wastewater Treatment Plant	F	7	1217	\$5,475.36	V006828	05-12-2020	\$912.56	V006825	06-30-2020	Paid	
4399	Quincy Buildings 1	E	8	762	\$27,076.52	V006828	05-12-2020	\$4,512.75	V006825	06-30-2020	Paid	
4399	Emergency Protective Measures	B	9	417	\$73,952.85	V000137	07-17-2020	\$0.00		09-11-2020	Paid	
4399	Buildings and Equipment	E	10	1024	\$25,121.58	V000296	07-23-2020	\$4,186.93	V000290	09-23-2020	Paid	
4399	Buildings Damaged	E	11	874	\$11,216.25	V000620	08-17-2020	\$1,869.38	V000618	09-11-2020	Paid	
4399	Debris Removal - 45 days 10-10 - 11-24	A	12	1013	\$10,059.15	V002019	10-19-2020	\$0.00		11-19-2020	Paid	
4399	428 Project Utilities - Distribution (City-Wide)	F	13	1693	\$241,144.37	V002692	11-23-2020	\$40,190.73	V002689	12-11-2020	Paid	
4399	428 Project Utilities - Distribution (City-Wide)	F	14	1693	\$659,213.03	V002926	12-04-2020	\$109,868.84	V002922	12-11-2020	Paid	
4399	428 Project Utilities - Distribution (City-Wide)	F	15	1693	\$933,333.41	V003142	12-15-2020	\$155,555.57	V003138	Approved by State Comptroller		
					\$2,730,284.06			\$346,780.34				\$3,077,064.40

As of January 29, 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.

Rostan Solutions, LLC
Task Order-1
Coronavirus Aid

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: February 9, 2021

DATE OF REQUEST: December 01, 2020

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: Rostan Solutions, LLC - Task Order 1: Coronavirus Aid,
Relief and Economic Security ACT ("CARES ACT") (COVID-
19 Relief) (4486DR-FL) Public Assistance Funds

Background:

The CARES ACT, P.L. 116-136 was signed into law on March 27, 2020 to provide approximately \$150 billion to states and certain local governments, the District of Columbia and US Territories and Tribal governments. The CARES ACT Coronavirus Relief Fund requires that funds be used to cover expenses that—

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 31, 2021.

On July 14, 2020, the City Commission approved the CARES ACT Public Assistance funding agreement and authorized the City Manager to sign the documents.

The funds received by Gadsden County is under the CARES Act and was made available for county residents and businesses. However, it is different from the public assistance funding. Both are under the CARES ACT, but related to different streams of allocated funds.

For example, eligible activities under COVID-19 Category B – Public Assistance is as follows:

- Medical and protective supplies and commodities, such as sanitizing products and personal protective equipment in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities in response to the COVID-19 public health emergency.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.

- Expenses associated with the provision of economic support in connection with COVID-19 Public health emergency, such as: Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
- Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.
- Dissemination of information to the public to provide warnings and guidance about health and safety hazards, such as flyers, public service announcements, or newspaper campaigns.
- Medical expenses such as: costs of providing COVID-19 testing, including serological testing.

Rostan Solutions, LLC is expected to provide the following scope of work:

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.

(See attached task order for the CARES ACT-COVID-19)

Statement of Issues:

The agenda item seeks the Commission's approval of the amendment/task order from Rostan Solutions, LLC in the amount of **\$30,000.00** for CARES ACT-COVID-19.

GL Number: _____

City Commission Action Needed:

Options:

- Option 1: Vote to approve the Rostan Solutions, LLC task order for professional services and for CARES ACT-COVID-19.
- Option 2: Vote to deny the Rostan Solutions, LLC task order for professional services.
- Option 3: Provide directions to City Staff from Commission.

Staff Recommendation:

Option 1

Attachments:

- Exhibit A: Contractual Agreement/Contract for Task Order
- Exhibit B: Task Order 1 – CARES ACT-COVID-19.

AGREEMENT FOR PROFESSIONAL SERVICES

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

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Task Order Contract

This is an Agreement for Professional Services (hereinafter referred to as the "**Agreement**") effective as of January 26th, 2021 between the City of Quincy, Florida ("**CLIENT**"), having its principal office at 404 West Jefferson Street Quincy, FL 32351 and Rostan Solutions, LLC ("**ROSTAN**"), a Florida limited liability company, having its principal place of business at 3433 Lithia Pinecrest Road, #287, Valrico, FL 33596. CLIENT and ROSTAN are hereinafter referred to individually as "**Party**" or collectively as "**Parties**."

The CLIENT recognizes that exigent circumstances resulting from multiple on-going emergencies necessitate that CLIENT temporarily forgo a formal procurement process in order to address event-specific needs that demand immediate aid, support, and action. These circumstances include the continued grant management and administration services of FEMA's Public Assistance ("PA") for **CARES ACT/COVID-19 [DR-4486-FL]**.

The CLIENT, having taken independent action to verify the reasonableness of the cost of professional services consulting support available during the current circumstances, requires the support of a qualified third party to assist with the limited scope of work necessary to address the exigent needs created by the circumstances until a formal procurement process may be undertaken.

WHEREAS, the CLIENT will issue Task Orders to ROSTAN describing the work required under this Agreement, containing a mutually-agreed upon "Not to Exceed" cost, unless otherwise provided herein, with all included work being directly related to those services originally sought by the CLIENT. In response, ROSTAN will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both Parties.

NOW, THEREFORE, in consideration of the mutual promises herein, ROSTAN and the CLIENT agree that the terms and conditions of this Agreement are as follows:

DEFINITIONS:

"**Fee Schedule**" shall mean the schedule attached as **Attachment 2** to any applicable Task Order as well as the identical schedule attached as **Schedule B**.

"**Projected Budget**" shall mean the initial projected amount it will cost to complete the Project, with such amount being listed under Section 4 of the Task Order.

"**Scope of Services**" shall mean the services and terms described within any forms which are attached as "**Attachment 1**" to any applicable Task Order, along with any modifications or additions to the services provided by ROSTAN to CLIENT which are agreed upon by the Parties or otherwise contemplated in this Agreement.

"**Site**" or "**Work Site**" shall mean the location where ROSTAN is performing services for the Project on behalf of the CLIENT.

"**Task Order**" shall mean the form attached as **Schedule A**, and any later-created substantially similar form, which includes basic information related to the Project and services to be performed by ROSTAN as well as attachments related to the Scope of Services and Fee Schedule.

1. BASIC SERVICES

- 1.1. **Scope of Services.** ROSTAN shall provide the basic services as described in individual Task Orders authorized in writing by the CLIENT. By way of example, but not limitation, a sample Task Order form is provided in **Schedule A**. The Task Order format may be modified from time to time. ROSTAN's obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder. The Scope of Services are subject to modifications and/or additions and are thus subject to the terms of Section 6.1 herein.
- 1.2. **Standard of Care.** ROSTAN shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by ROSTAN's recovery and mitigation professionals and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3. **Subcontractors.** ROSTAN shall be permitted to utilize subcontractors for performing services under any Task Order.

AGREEMENT FOR PROFESSIONAL SERVICES

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

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Task Order Contract

- 1.4. **Transportation or Disposal of Hazardous Materials.** The CLIENT further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, ROSTAN is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around CLIENT's Site.

2. THE CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

- 2.1. **The CLIENT's Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders. Such representative is listed in Section 1 of the Task Order.
- 2.2. **Project Criteria.** Provide criteria and information as to the CLIENT's requirements for a Task Order, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known by the CLIENT.
- 2.3. **Access.** Arrange for ROSTAN to access the Site as may be reasonably required to perform the Scope of Services. ROSTAN will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. ROSTAN or its representatives may be on Site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by ROSTAN will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.
- 2.4. **Review.** Promptly respond to ROSTAN's requests for decisions or determinations related to the Scope of Services.
- 2.5. **Meetings.** At ROSTAN's discretion and request, hold or arrange to hold meetings required to assist in communication regarding the work required by a Task Order.
- 2.6. **Project Developments.** Give prompt written notice to ROSTAN whenever the CLIENT observes or otherwise becomes aware of any material development that affects the Scope of Services, including, but not limited to the timing, price, and/or scope of ROSTAN's services. For purposes of this Section 2.6, "prompt written notice" shall mean within two (2) business days.

3. PERIODS OF SERVICE

- 3.1. **Time of Performance.** Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein.
- 3.2. **Start of Performance.** ROSTAN will start the Scope of Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN shall be paid for the services provided outside the timeline of the relevant Task Orders. Any Task Order will only be valid if signed by the CLIENT's authorized representative and ROSTAN's authorized representative.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature which interrupts or delays ROSTAN's performance, then the time of performance shall be excused for the

Task Order Contract

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 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.

AGREEMENT FOR PROFESSIONAL SERVICES

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

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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: _____

AGREEMENT FOR PROFESSIONAL SERVICES

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

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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: Jack L. McLean Jr.

Title: City Manager, City of Quincy, FL

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

Page 11 of 13

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/smm/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: **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 \$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/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: 1

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: 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 and approval from CLIENT (and/or City Commission).
- 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.

Quincy
Cold Weather
Pop-up Shelter

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: February 9, 2021

DATE OF REQUEST: February 4, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager
Charles Hayes, Procurement Officer

SUBJECT: Operating and Establishing Cold Weather Shelter

Statement of Issue:

City Staff opened and operated a Cold Weather Pop-up Shelter to house those in need during the recent cold weather.

Background:

A local concerned resident (Mr. Roscoe Newton) contacted Management with concerns of homeless citizens not having shelter during the upcoming inclement weather. Mr. Newton strongly suggested that the City take the lead in opening a facility to get those in need out of the weather. The City Manager formed a task committee consisting of Ms. Ann Sherman, Mr. DeCody Fagg and Mr. Charles Hayes to develop a plan to open and operate a cold weather shelter to accommodate the homeless individuals in our community. During the planning phase staff contacted Gadsden County Sheriff Office to received their input on setting this model up. Major Shawn Woods and his staff provided Staff with helpful information and contact names that was previously used in the model that the Sheriff Office had in its archives. Once the plan was developed, reviewed and discussed with the City Manager, the model was put into operation.

On Feb 3rd and 4th, staff utilize the Ferolito Recreation Center for the shelter. Hours of operation for the shelter was from 6:00pm to 8:00am each day. Mr. Derrick Lane of Odell's was contacted to cater breakfast each morning. Staff solicited donations to cover the operation cost of the facility and meals. Staff also contacted local churches, business owners and local citizens for donations; The following is a breakout of the contributors, Mt. Zion P.B. Church, Springfield AME Church, Mr. Roscoe Newton, City Manager Jack L. McLean Jr., Mrs. Lillie Jackson, Ms. Ann Sherman, Mr. Sonny Anderson, Ms. Jan Washington, Mrs. Dorothy Walker, Exterior Specialist Inc., Thomas Memorial Baptist Church, First Presbyterian Church of Quincy and Mr. Reggie Bell. Total Funds received \$1,675.00.

The Police and Fire Department assisted with distributing flyers and notifying those in need. In addition, the Police department provided security at the shelter.

The Recreation Department Staff manned the facility and a member from the Public Works staff operated the City bus to provide transportation for those that needed a ride. A direct line for assistance was also provided on the flyers and manned during the hours of operation.

Conclusion and Recommendation:

Rev Barnes, Ms. Patricia Smith and the Sheriff offered evidence that there is a need to provide this community with shelter; not just for the cold weather. A long-term goal would be to have a stand-alone facility primarily to operate on its own to assist those in this community that are less fortunate. A private/public partnership could be developed with volunteers staffing. The Partnership could consist of Local Government (i.e. City, County) and Non-Profit and Private Organizations.

Staff recommends that a task force needs to be established to further explore and develop a plan on establishing a permanent shelter for the community. Staff is recommending that the task force consist of one member appointed by each commissioner, a representative for Gadsden County Government, a representative from the Sheriff Office and two staff members.

OPTIONS:

Option 1: Motion to form a task force to explore the operation of a shelter within the City with appointees by member of the commission.

Option 2: Do not motion to form the task force.

STAFF RECOMMENDATION:

Option 1