

RESOLUTION NO. 24-53

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CDR MAGUIRE, INC. RELATED TO DISASTER RECOVERY ADMINISTRATIVE SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000; AND AUTHORIZING A BUDGET AMENDMENT FOR THIS PURPOSE.


BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with CDR Maguire, Inc. related to Disaster Recovery Administrative Services for federal and state regulatory and grant compliance in the not to exceed amount Fifty Thousand Dollars (\$50,000) in the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The following budget amendment (#9) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, to provide for the expenditure of funds contemplated herein.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this 14th day of December 2023.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND CDR MAGUIRE INC.
RELATING TO
DISASTER RECOVERY ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into this ____ day of December 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (“City”) and CDR MAGUIRE INC. (“Consultant”).

1. GENERAL TERMS

1.1. Headings: Headings to paragraphs in this Contract shall not interrupt or alter the meaning of the words in respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance:
The timely performance by **Provider** of the services describer in this Contract is of the essence and shall commence on the Effective Date.

1.3. Arbitration: This Contract is not subject to arbitration.

1.4. Dispute Resolution:
The parties are fully committed to working with each other throughout the Contract and agree to always communicate regularly with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the **City and Provider** each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to the services.

1.4.1. Good Faith Negotiation and Right to Cure:
City and Provider will attempt in good faith to resolve through negotiation any claim, dispute, controversy, or counterclaim arising out of or relating to this Contract (hereafter collectively referred to as “dispute”). Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the Dispute and the relief requested. The recipient of such notice shall respond within ten (10) business days with a written statement of its position on, and recommended solution to, the Dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the determination that recommended solution was not agreeable, in order to exchange relevant information and perspective, and to attempt to resolve the Dispute.

1.4.2. Mediation:

If the Dispute is not resolved by these negotiations, the **Parties** agree to submit any such unresolved Dispute to mediation, unless the parties mutually agree otherwise. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The **Parties** covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process.

1.4.3. Litigation:

If the parties hereto cannot settle any difference arising between them pursuant to this section 1.4 without litigation, any such litigation shall be governed by the laws of the State of Florida and shall take place in courts located in the State of Florida.

1.5. Merger, Amendment and Waiver:

This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between **City and Provider** concerning the scope of services described herein. The Scope of Services described in this Contract in Exhibit "A", attached hereto; the contract provisions for non-federal entities under Federal awards described in Exhibit "C", attached hereto; and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **City and Provider**. Forbearance by **City** from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Provider** to rely upon such forbearance in the event of another similar breach by **Provider** of the terms of this Contract.

1.6. Compliance with EEOC and other U.S. Federal Laws and Regulations:

To the extent set forth in the respective statutes, **Provider** shall comply with the provisions of:

1.6.1. Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

- 1.6.4. Equal Pay Act of 1963;
- 1.6.5. Fair Labor Standards Act of 1938; and
- 1.6.6. Immigration Reform and Control Act of 1986.
- 1.6.7. This Contract is intended to meet the applicable requirements contained in 2 C.F.R. Section 200.326 and 2 C.F.R. Part 200, Appendix II. If it is later determined that additional language is necessary to comply with those requirements, the Parties will work together in good faith to supplement the Contract as necessary.

1.7. This contract may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

1.8. By entering into this Contract, **Provider** affirmatively warrants that **Provider** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Provider** shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. **Provider** shall perform those tasks set forth in Exhibit "A", attached hereto and incorporated herein by reference. The anticipated scope of work may be expanded, through an amendment signed by both **Parties**, to include other disaster preparedness and disaster recovery services. **Provider** shall also perform all services while in compliance with all items included in attached Exhibit "C".

2.2. This Contract has an initial three-year term from the effective date. In addition, **City** has the option to extend the term for an additional two (2) one (1) year periods by providing written notice to the **Provider** provided, however, that any services to be performed by **Provider** under a previously issued Task Order shall proceed to completion unless expressly terminated by **City**.

2.3. As an added control, **Provider** will not begin material new tasks without obtaining task order approval from the **City**. These task order approvals may take the form of an email approval and will be completed at a level low enough to provide the **City** control of the overall Contract spend and timeline, but at a level high enough to allow for efficient and effective project management and execution by **Provider**.

3. PAYMENT FOR SERVICES:

3.1. This is a time and material contract with an initial Not to Exceed ("NTE") cost of **Fifty Thousand Dollars (\$50,000.00)** for the services. The NTE cost may be increased by the **City** with a written amendment signed by both parties. **Provider's** hourly rates and costs are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

3.2. On a monthly basis, **Provider** will submit invoices to **City** detailing the time and material charges for the preceding month. Charges will be detailed by consultant with signed

timesheets provided for support. Receipts or other charge details will be provided to support travel and other direct costs.

3.3. City will pay Provider's invoices on a basis of net 30 days after receipt of invoice. Invoices not paid within 60 days after receipt of invoice will begin to accrue interest charges at the rate of twelve percent (12%) per annum. Payment shall be made via ACH or Virtual check card.

3.4. Provider shall work with the City to establish a system to track and submit direct administrative costs for allowable reimbursement from FEMA, HUD, or the State of Florida. City represents and understands that FEMA, HUD, and similar recovery programs are "reimbursement" programs, and the City must pay Provider prior to seeking reimbursement for any allowable portion of these costs. For the avoidance of doubt, City hereby agrees that its obligation to compensate Provider is not contingent upon the timing or the amount of reimbursement from FEMA, HUD, or the State of Florida.

4. WARRANTIES OF PROVIDER AND CITY:

4.1. City warrants that:

4.1.1. City has the lawful authority to enter into and perform this Contract;

4.1.2. City shall not offer employment to any employee of Provider for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Provider warrants that Provider has:

4.2.1. All necessary licenses and consents required for Provider to enter into and fully perform the Scope of Services set forth in Exhibit "A";

4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability in at least the following amounts: Worker's Compensation as required by law; general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City shall be named as an additional insured on the general liability policy. The City must be provided with notice prior to cancellation, modification, or reduction of limits in any stipulated insurance.

4.2.3 No conflict of interest with any other contract with a third party that might cause a claim to arise against City by the entry into or performance of this Contract by Provider.

4.3. Provider warrants that Provider shall throughout the term of this Contract:

4.3.1. Perform all tasks required under the Scope of Services with the same degree of skill and care as members of the same profession operating in the State of

Florida;

4.3.2. Ensure that any third party, employee, agent, or subcontractor of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and the requirements of Exhibit "C" so far as concerns this Contract.

5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between **City and Provider**, and approved by **City's** attorney:

- 5.1.** All plans, reports, surveys, and other professional work product of **Provider** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **City** during and at the completion or termination of this Contract;
- 5.2.** All materials supplied or loaned by **City** to **Provider** and originating from this Contract shall remain the property of **City**;
- 5.3.** All intellectual property provided to **City** by **Provider** and originating from this Contract shall become and remain the property of **City**, and **Provider** shall not, without the prior written consent and license from **City**, use such intellectual property for another commercial purpose;
- 5.4.** **City** shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties. Any such agreement shall be an amendment to this Contract.

6. EARLY TERMINATION OF CONTRACT:

City and Provider shall have the right, upon thirty (30) days written notice, to terminate this Contract, and thereafter **City** shall have no obligation to pay for services provided to **City** except up to the effective date of termination of this Contract.

7. INDEPENDENT CONTRACTOR STATUS:

By entering into this Contract, **Provider** shall not become a servant, agent, or employee of **City**, but shall remain at all times an independent contractor to **City**. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Provider and City**, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICE TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

To City:

Drew Whitman, City Manager
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413
Tel: 850-233-5100
Drew.whitman@pcbfl.gov

To Provider:

Legal Department
11740 SW 80th Street
Miami, Florida 33183
legal@cdrmaquire.com

8.1.1 Form of Notice: All notices required or permitted under this Contract shall be effective:

8.1.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, land delivery, or otherwise), whichever is the earlier date of receipt; or

8.1.2. On the first day after receipt of a facsimile or electronic transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

The **Provider** will indemnify and hold harmless the **City** and its agents and employees from and against all claims, damages, losses, and expenses, arising directly from the negligent act or omission of the Indemnifying Party, its subcontractors, agents, or employees, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, and is caused by any negligent or willful act or omission of the **Provider**. The obligation of the **Provider** under this paragraph shall not extend to the liability of the **City** or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are not attributable to the **Provider**.

10. INSURANCE:

10.1. The **Provider** shall procure and maintain during the life of this Agreement insurance of the following types:

10.1.1. Worker's Compensation: For all of its employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Consultant shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory
Coverage B - Employer's Liability - \$1,000,000.00

- 10.1.2. Liability:** Comprehensive General Liability insurance including, but not limited to:
- a) Independent Contractor's Liability;
 - b) Contractual Liability;
 - c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

10.1.3 Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

10.1.4 Professional Liability: Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate project specific coverage, or in an amount not less than \$10,000,000 per claim / \$10,000,000 annual aggregate non-project specific, company-wide coverage.

10.2. Certificates of Insurance: The Consultant shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE

DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.” If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. PUBLIC RECORDS:

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Consultant is acting on behalf of City as provided under Section 119.011(2, Consultant agrees to also comply with that law, specifically including to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the City with a copy of the requested records.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- E. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, LYNNE.FASONE@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 31413.**

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**
a municipal corporation

By: _____
Drew Whitman, City Manager

ATTEST:

Lynne Fasone, City Clerk

CDR MAGUIRE INC.

By: _____

WITNESS
PRINT NAME: _____

WITNESS
PRINT NAME: _____

EXHIBIT A

SCOPE OF SERVICES

Provider will assist the City in strategically managing the project development and administration of various Federal and State Disaster Programs related to Presidentially declared emergencies or disasters.

Federal Programs may include but are not limited to: FEMA Public Assistance (PA); FEMA 404 Hazard Mitigation Grant Program (HMGP); FEMA Individual Assistance (IA); HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, and the Federal Transit Administration Emergency Relief Program. In addition, the firm will also provide project development and grant management services.

Specifically, **Provider** will provide experienced personnel and resources to complete the following activities:

- A. APPLICANTS BRIEFING AND KICK-OFF MEETING** - Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions.
- B. TECHNICAL ASSISTANCE** – Provide general financial management advice and assistance including but not limited to:
 - Develop and support ongoing activity of a disaster recovery team to manage the FEMA Public Assistance process;
 - Provide advice as to the disaster recovery team as appropriate and participate in meetings;
 - Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State of Florida and FEMA with regard to any issues which may arise;
 - Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013;
 - Advise and Provide technical support for FHWA Disaster Relief and/or FTA Disaster Relief funding.
 - Conduct briefings to purchasing, contracting and department personnel on requisite/purchasing procedures and documentation.
- C. CORRESPONDENCE** – Prepare correspondence to the State of Florida, FEMA, HUD, etc. on behalf of the City as necessary; Prepare a program management plan; Prepare periodic reports to the City as to the status of grant management progress and participate in all status meetings;
- D. INSPECTION/DAMAGE ASSESSMENT** – Inspect disaster related damage to eligible facilities, identify eligible emergency and permanent work FEMA (Category A-G) and review records of emergency expenses incurred by the City;
- E. DOCUMENT** – Ensure all eligible damages have been quantified and presented to federal inspectors/Project Officers;

- F. **FINANCIAL TRACKING** – Categorize, record, track, and file costs on approved forms in support of the financial reimbursement process. Communicate with City Departments on a daily basis and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to City Management;
- G. **FINANCIAL MANAGEMENT** – Assist in requesting Immediate Needs Funding or Grants Based on Estimates; Development and tracking for cash flow management and disbursements by State/FEMA; Insurance evaluation, documentation adjusting and settlement services; Tracking project progress, expenditures, reimbursement requests and receipts;
- H. **PROJECT WORKSHEET** – Prepare Project Worksheets for Categories A – G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the City; Attend all meetings with the City, State and FEMA (and/or other Federal agencies) to negotiate individual Project Worksheets as needed;
- I. **REPAIR AND RESTORATION** - Review the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements;
- J. **DOCUMENTATION** – Support departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by City departments;
- K. **REPORTING** – Compile and summarize in FEMA approved format Category A-G costs for presentation to FEMA and the State and inclusion in project worksheets;
- L. Provide assistance to departments having difficulty with their claims;
- M. Ensure the City meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc.;
- N. **APPEAL** – If the City disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals; Provide fully qualified counsel to the City in support of any legal action required as the result of an appeal;
- O. **CLOSEOUT** – Preparation of closeout packages including final funding reconciliation, copies of required permits, exemptions, or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review. Prepare all documentation for, and represent the City in all project closeout activities; Participate in exit conferences with the City, State and FEMA;
- P. **AUDIT** - Upon completion of all projects and drawn down reimbursements for all eligible costs, finalize preparations for State and FEMA final inspections and audits.
 - The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the later of final grant closeout or final audit by OMB of any project work performed under contract resulting from this

RFP. The City shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible at the awardees place of business to the City, including the Finance Director's Office and/or his/her designees, for purposes of inspection, reproduction, and audit without restriction.

- Q. FEMA 404 AND 406 HAZARD MITIGATION SERVICES** – Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects (Section 404 and 406). Develop hazard mitigation proposals, cost benefit analysis (BCA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
- R. HUD COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) SUPPORT SERVICES** – Provide knowledge, expertise, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds. Conduct unmet needs assessment – particularly housing, infrastructure, and economy. Provide other HUD related technical assistance and consulting services as needed.
- S. OTHER GRANT MANAGEMENT ASSISTANCE** – Provide other state and federal grant management services as needed. Assist the City with the management and administration of other federal grant management programs not identified above.

EXHIBIT B

HOURLY RATES AND COSTS

Services will be provided and invoiced by **Provider** based upon the time incurred at the labor categories and hourly rates defined below, plus the reimbursement of travel costs and other direct costs as more fully described below.

Travel and Other Direct Costs – Provider will invoice **City** for travel costs in alignment with the US General Services (GSA) Federal Travel Regulations at cost, without markup. Other direct costs (ODC) may include reproduction, postage, or QuickBase licensing costs. ODCs will be invoiced to **City** at cost, without markup.

Labor Categories and Hourly Rates – Labor categories and associated hourly rates for services performed under this contract are detailed below. These rates will be held at constant for the first two years of the contract term. At the end of the two-year period, and annually thereafter, the **Provider’s** hourly rates will increase by the cumulative rate of inflation over that period as measured by the Consumer Price Index. For all labor categories, additional years of experience may be substituted for educational requirements.

Key Personnel

	POSITION TITLE	HOURLY RATE
1.	Project Manager	\$ 150
2.	Senior Recovery Specialist	\$ 135
3.	Recovery Specialist	\$ 120
4.	Administrative Support	\$ 45
5.	Other Positions As Needed	Negotiable

EXHIBIT C

CONTRACT PROVISIONS FOR NON FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal Agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A) Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B) All Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".
- D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where

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

- F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and any implementing regulations issued by the awarding agency.
- G) Clear Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub-grants or amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension”. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

J) See 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

BA# 9

LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO 001-1300-513.31-60	Professional Other	14,000	50,000	64,000
FROM 001-8100-999.96-00	Reserves Available for Expenditures	20,003,366	(50,000)	19,953,366
Check Adjustment Totals:		20,017,366	0	20,017,366

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funding from available reserves for disaster recovery services with CDR in an amount not to exceed \$50,000

FINANCE REVIEW: _____
 RESOLUTION #: _____
 DATE: _____

Per the RFQ, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	POINTS AVAILABLE		CDR Maguire	Continuity Operations	Disaster Program	Hagerty	Integrity Group	Metric Consulting	Rostan Solutions	Tetra Tech
	PER PERSON	TOTAL								
Project Team Organization and Experience	30	120	108.00	69.00	60.00	108.00	93.00	78.00	78.00	87.00
Firm Capability	30	120	87.00	69.00	69.00	93.00	93.00	78.00	78.00	75.00
Firm's Prior Experience	20	80	68.00	40.00	52.00	66.00	44.00	52.00	44.00	50.00
Pricing	15	60	43.50	34.50	54.00	16.50	34.50	25.50	16.50	21.00
References	5	20	11.50	9.00	10.50	11.50	11.50	9.00	10.50	11.50
	100	400	318.00	221.50	245.50	295.00	276.00	242.50	227.00	244.50

Ranking based upon overall scores	1	2	3	4	5	6	7	8
	1 CDR Maguire	2 Hagerty	3 Integrity Group	4 Disaster Program	5 Tetra Tech	6 Metric Consulting	7 Rostan Solutions	8 Continuity Operations