

INDIVIDUAL PROJECT ORDER EMERGENCY OPERATIONS CENTER FUNDING ASSISTANCE

This Individual project order describes a specific agreement between Kimley-Horn and Associates, Inc. (the "Consultant" or "Kimley-Horn"), and the City of Haines City (the "City" or "Client") in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 4, 2021, which is incorporated herein by reference.

Identification of Project:

Project: Haines City Emergency Operations Center Funding Assistance

Project Manager: Allison Megrath, AICP, CNU-A

Project Understanding:

Periodically, the City seeks funding opportunities to help cover and/or offset the cost of the City's Emergency Operation Center. Grants, loans, and other types of third-party funding, funding sought and considered may be from Federal, State, Municipal, or other non-governmental sources. Kimley-Horn has dedicated staff that assists in the identification, preparation, writing, and administration of grants, loans, and other sources of third-party funding. It is understood that grant and funding applications may or may not result in awards of funding.

It is understood that grant and funding applications are time-sensitive, and that adequate time is required for grant or funding application preparation and writing. The amount of time necessary is dependent on the particular grant, funding opportunity, and/or loan application and will be discussed and agreed upon between the City and Consultant with each request for specific grant assistance prior to authorization to proceed.

Specific Scope of Basic Services:

Task 1: Project Coordination

Under this task, Kimley-Horn will assist the City in the scheduling of meetings, the development of timetables, narratives, the development of the grant, funding opportunity, and/or the loan application. The Consultant will prepare for and facilitate a kick-off meeting with the City Staff to review application requirements and details. The following are expected to be covered during project coordination meetings:

- A. The Consultant will provide the City with a list of necessary materials that may be in the possession of the City or another City consultant. The Consultant will review with the City the timeliness of the receipt of materials requested. It is understood that if materials are required, and not provided by the City in a timely manner, the Consultant may not be able to prepare and submit the grant to the relevant agency, or organization.
- B. The Consultant will review the application timelines which may include, but not limited to, question and answer periods, application submittal deadline, application review and evaluation period, award date, and project completion date.
- C. The Consultant and the City will identify mutually beneficial partnerships that may supplement the application, as applicable. This may include letters of support from stakeholders, adjacent municipalities, large employers, and Congressional Delegates, etc.

Task 2: Community Engagement

Under certain circumstances, the preparation and writing of grants, funding opportunities, and/or loan applications requires input from the community. This task will include the identification of community engagement needs that could include the preparation for, facilitation of, and summary of community meetings, public meetings, or community assessment that may be part of a grant application and/or loan application requirement. These meetings may be in person or virtual, as mutually-agreed upon by the Client and the Consultant. It is understood that the meetings may also include workshops or open houses, as deemed appropriate.

Task 3: Preparation and Writing of Tailored Applications

Consultant will perform the following services under this task:

- A. Provide consultation, planning, and strategy with the City throughout the process.
- B. Research the compliance guidelines provided for the grant, funding opportunity, and/or loan application(s) and advise the City of such requirements.
- C. Prepare and ask questions of funding agency for clarity during available question/answer periods.
- D. Develop timelines and a strategy for the timely submission of the application.
- E. Structure workflow and execute plan for the grant, funding opportunity, and/or loan application(s).
- F. Collaborate with appropriate stakeholders to obtain signatures, data, forms, etc. as required.
- G. Locate, identify, research, collect, and analyze data as set forth in the grant and/or loan application guidelines.
- H. Develop language for both the grant, funding opportunity, and/or loan application narratives and data including, if necessary, charts, tables, and diagrams to illustrate data.
- I. Prepare supplemental documents required for grant, funding opportunity, and/or loan application completion.
- J. Coordination and collaboration with the City regarding the development of a project budget, scope of work, and schedule for project completion, to include milestones and deliverables, if required.
- K. Complete grant, funding opportunity, and/or loan application with required documents.

Consultant will review the draft application with City and make one (1) round of revisions prior to submitting the grant application.

Task 4: Application Submittal

The Consultant will prepare the grant, funding opportunity, and/or loan application to the agency and/or organization in the method required under the grant and/or loan. This may include uploading the information to a web portal or mailing a paper application to the agency and/or organization. If it is to be uploaded, the City understands that they will be asked to electronically sign the application and submit the application after the Consultant has uploaded the data.

Task 5: Other Services

The Consultant may be asked by the Client to provide additional grant, funding opportunities, and/or loan-related services not otherwise specified above, including but not limited to:

- A. Technical reports, drawings to support a grant application, funding opportunity, and/or loan application.

- B. Requests for Additional Information from agency or organization staff.
- C. Preparation for and/or participation in meetings/site visits with agency/organization staff.
- D. Grant management/administration.
- E. Additional grant, loan, and/or funding applications not otherwise specified in the Funding Opportunity Matrix.
- F. Miscellaneous engineering-related services.
- G. Items not specifically identified in the scope.

Additional Services:

Any services not specifically provided for in the above scope will be billed as additional services and performed at the rate schedule in the Master Agreement.

Information and Services Provided by the Client:

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide information requested by the Consultant in a timely manner, including but not limited to the following:

1. Materials as requested by the Consultant to support the grant application (i.e. Federal Employer Identification Number, UEI number, maps, data, reports, studies, and other similar record), if available.

Responsibilities of City:

In addition to other responsibilities set out in this Agreement, the City shall appoint a point of contact that will help the Consultant facilitate the execution of our services. The City shall also be responsible for signing the application(s) whether electronic or otherwise in accordance with any grant, loan, or funding request.

Schedule:

The Consultant understands that time is of the essence and will labor to provide our services as expeditiously as possible. A schedule for completion will vary depending on the nature of grant, funding opportunity, and/or loan particulars.

Fee and Expenses:

Kimley-Horn will perform the services described in Task 1 on a labor fee plus expense basis, not to exceed a fee estimate of \$20,000 without authorization from the Client.

Kimley-Horn will perform the services described in Tasks 2 – 4, also on a labor fee plus expense basis, not to exceed a fee estimate for each individual Grant type listed in Table A. As the Notice of Funding Opportunities (NOFO) are issued for each funding opportunity in Table A, a more detailed approach and fee will be provided to the City and will require written authorization to proceed.

Kimley-Horn will perform the services described in Task 5 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. Additional services beyond those listed here will be performed for a labor fee plus expense basis.

TABLE A		
Grant Type	Funding Agency	Application Cost to Prepare (Task 2-4 NTE Estimate)
Emergency Operations Center Grant Program	FEMA	\$40,000
Building Resilient Infrastructure and Communities	FEMA	\$55,000
Florida State Water-Quality Assistance Grant	FDEP	\$50,000 (Will vary depending on level of work City already has in hand i.e. studies, data etc.)
Emergency Management Performance Grant	FEMA	\$40,000
Appropriations/Community Funding Projects	Senate and House	\$2,000 each

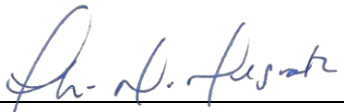
Labor fee will be billed according to the rate schedule in the master agreement. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times the cost. A percentage of the labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project-related computer time, and local mileage. Administrative time related to the project will be billed hourly.

All permitting, application and similar project fees will be paid directly by the Client. Should the Client request Consultant to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Consultant project number.

ACCEPTED BY:
THE CITY OF HAINES CITY

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____


BY:  _____
Allison D. Megrath, AICP, CNU-A

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: March 2, 2023

BY:  _____
Chris Towne, P.E.

TITLE: Assistant Secretary

DATE: March 2, 2023